



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 Tuesday May 16<sup>th</sup> 2023 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 11<sup>th</sup> day of May, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

## MEETING NOTICE – VILLAGE BOARD (Regular)

Date/Time: Tuesday May 16th 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.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. Pledge of Allegiance

### 4. PUBLIC HEARINGS

#### **A. PUBLIC HEARING – To consider the Rezoning of Parcels HB-579-3 & HB-579-6 (4482 Forest Road) from R-2: Residential District to R-2-R: Rural Residential District (Page 4)**

The property owner of parcels HB-579-3 and HB-579-6 located at 4482 Forest Rd. is requesting to rezone these two parcels from R-2: Residential District to R-2-R: Rural Residential District. The existing parcels are 3.277 and 2.858 areas respectively and both comply with all zoning requirements for lot area, lot width, and setbacks for the proposed zoning district.

#### **B. ACTION on aforesaid agenda item – Ordinance 2023-09 (AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) (Page 11)**

#### **C. PUBLIC HEARING – To consider an ordinance amending Chapter 295-143 (Legal Description) of the PDD #2 - Zoning District of the Village Municipal Code (Page 12)**

Village Staff is proposing an amendment to Chapter 295-143 of the PDD #2: Orlando/Packerland Planned Unit Development zoning district relating to the "Legal Description" of said zoning district. The proposed amendments are necessary to reflect lands that were part of an annexation of lands several years past and lands that are part of the Southwind Estates Subdivision. Additionally, multiple parcels along Orlando Dr. will be removed to properly reflect the zoning classification identified on the current Official Zoning Map of the Village of Hobart.

#### **D. ACTION on aforesaid agenda item – Ordinance 2023-10 (AN ORDINANCE TO REPEAL AND RECREATE SECTION 143 (LEGAL DESCRIPTION) OF ARTICLE XIV (PDD #2: ORLANDO/PACKERLAND PLANNED DEVELOPMENT DISTRICT) OF CHAPTER 295 (ZONING) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) (Page 19)**

The purpose of this Ordinance is to amend the legal description of the zoning district.

#### **E. 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 (Page 21)**

The purpose of this Ordinance is to create a new zoning district (PI Public Institutional District) in the Zoning Chapter of the Municipal Code to provide for a district for public and civic buildings and large institutional uses that otherwise may not fit into other zoning districts because of their specialized land use needs and public purpose.

#### **F. ACTION on aforesaid agenda item – Ordinance 2023-11 (AN ORDINANCE CREATING ARTICLE XXXV (PI PUBLIC INSTITUTIONAL DISTRICT) IN CHAPTER 295 (ZONING) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) (Page 22)**

#### **G. PUBLIC HEARING – To consider changes to the Floodplain Zoning Ordinance (Chapter 290) (Page 25)**

The purpose of this ordinance is to replace Chapter 290 to make it compliant with Wisconsin Department of Natural Resources regulations and state statutes.

**H. ACTION on aforesaid agenda item – Ordinance 2023-12 (AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 290 (FLOODPLAIN ZONING) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) (Page 26)**

**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 65); B. VILLAGE BOARD: Minutes of May 2<sup>nd</sup> 2023 (Regular) (Page 69); C. PARK AND RECREATION COMMITTEE: Minutes of October 27<sup>th</sup> 2022 (Page 70); D. PLANNING AND ZONING COMMISSION: Minutes of April 12<sup>th</sup> 2023 (Page 73); E. APPOINTMENT – James Kubalak to the Board of Appeals, for a term ending May 1<sup>st</sup> 2025; F. APPOINTMENT: Linda Hieronimczak to the Fire Commission, for a term ending May 1<sup>st</sup> 2028.**

**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**

- 1. 2023-2024 Liquor & Cigarette License Applications (Page 75)**
- 2. Monthly Investment Report (Page 77)**

**9. COMMITTEE REPORTS AND ACTIONS**

**A. DISCUSSION AND ACTION – Consider Final Plat for Gateway Estates Subdivision (Parcels HB-350 & HB-357, South Pine Tree Rd. & Orlando Dr.) (Planning and Zoning Commission) (Page 79)**

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 final plat that would have 58 residential lots, and 4 Outlots (largely for storm water and environmentally sensitive areas). Public access to this subdivision will be from a new public roadway leading from S. Pine Tree Rd. This request is for the final plat and is very close to the preliminary plat with the only revisions being for utility and landscape easements and minor relocation of interior lot lines. There is no change to the roadway layout or total number of lots from what was submitted with the preliminary plat.

**10. OLD BUSINESS**

**11. NEW BUSINESS**

**A. DISCUSSION AND ACTION – Request for Towing Proposals (Hobart-Lawrence Police Department) (Page 86)**

**B. DISCUSSION AND ACTION - Service agreement from Pro-One Janitorial to provide cleaning services (Page 93)**

The agreement covers cleaning services in the Village Office, Public Works Office, and both Fire Stations. It is a one-year contract that will be reviewed and adjusted once the new fire station is built.

**C. DISCUSSION AND ACTION – Service Agreement with Cintas (Page 98)**

This is a three (3)-year agreement for providing and cleaning entry rugs in the Village Office. Staff is recommending the every other week frequency schedule with standard mats. We may switch to xtraction mats during the winter season.

**D. DISCUSSION AND ACTION - Village of Hobart - 2023 Gateway Estates Utility and Street Construction (Contract 2320-23-02) (Page 102)**

Bids were received from five (5) contractors, ranging in cost from \$2,987,701.60 to \$3,228,132.45 for the base bid. The alternate bids ranged in cost from \$192,005.00 to \$205,360.00. Staff is recommending the Village award the contract to Feaker & Sons (\$2,987,701.60). Funds will come from the recent Tax Increment District #2 bond issue.

**E. DISCUSSION AND ACTION – Proposed ARPA Fund Expenditures (Page 105)**

Staff is seeking approval of a number of purchases using the ARPA funds, totaling \$289,911.

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

**G. 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

**H. CONVENE into open session**

**I. 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 June 6<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday June 20<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

\* Wednesday July 5<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

\* - Moved due to Independence Day falling on Tuesday July 4<sup>th</sup>.

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.



**TO: Planning & Zoning Commission**

**RE: Rezoning of Parcels HB-579-3 & HB-579-6,  
4482 Forest Rd. from R-2: Residential District to R-  
2-R: Rural Residential District**

**FROM: Todd Gerbers, Director of Planning & Code Compliance**

**DATE: April 12, 2023**

**ISSUE:** Consider a request to rezone parcels HB-579-3 and HB-579-6 from R-2: Residential District to R-2-R: Rural Residential District

**RECOMMENDATION:** Staff recommends approval

### **GENERAL INFORMATION**

1. Applicants/Agent: Judith Knilans
2. Owner: Judith Knilans
3. Parcel(s): HB-579-3 & HB-579-6
4. Current Zoning: R-2: Residential District
5. Proposed Zoning: R-2-R: Rural Residential District

### **BACKGROUND**

The property owner of parcels HB-579-3 and HB-579-6 located at 4482 Forest Rd. is requesting to rezone these two parcels from R-2: Residential District to R-2-R: Rural Residential District. The existing parcels are 3.277 and 2.858 areas respectively and both comply with all zoning requirements for lot area, lot width, and setbacks for the proposed zoning district.

### **ZONING REQUIREMENTS**

This area is primarily residential use based with a mix of zoning districts that include R-2: Residential District, R-1: Residential District, ER: Estate Residential, and A-1: Agricultural District, all of which permit residential uses. There are a few R-2-R: Rural Residential District zoned parcels to the north that are closer to Interstate 29. Most existing parcels in this general area are 2 acres or larger with a few that are slightly under the 2 acre lot size. The request before the Commission at this time is to rezone the two existing parcels from R-2 to R-2-R of which both current parcels are compliant with the zoning requirements for lot area, lot width, and setbacks for the proposed zoning district.

The Village Comprehensive Plan does have this area listed as being residential use.

### **RECOMMENDATION/CONDITIONS**

Staff recommends approval as submitted to rezone parcels HB-579-3 and HB-579-6 from R-2: Residential District to R-2-R: Rural Residential District.





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

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

### APPLICANT INFORMATION

Petitioner: JUDITH L. KNILANS Date: 3/10/23

Petitioner's Address: 3148 FAIRVIEW Rd City: SUAMICO State: WI Zip: 54313

Telephone #: 920/388-4800 Email: JUDITH KNILANS@YAHOO.COM

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

Petitioner's Signature (required): Judith Knilans Date: 3/10/23

### OWNER INFORMATION

Owner(s): JUDITH KNILANS Date: 3/10/23

Owner(s) Address: 3148 FAIRVIEW Rd City: SUAMICO State: WI Zip: 54313

Telephone #: 920/388-4800 Email: JUDITH KNILANS@YAHOO.COM

Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

### **Property Owner Consent: (required)**

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

Property Owner's Signature: Judith Knilans Date: 3/10/23

### SITE INFORMATION

Address/Location of Proposed Project: 4482 FOREST Rd, HOBART WI Parcel #: HB-579-3

Proposed Project Type: Rezone from R-2 to R-2-R and " " 579-6

Current Use of Property: 579-3 is dwelling + 579-6 NON USE Zoning: R-2

Land Uses Surrounding Site: North: Residential

South: Residential

East: Residential

West: Residential

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

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

**To:** Zoning and Planning Committee of Village of Hobart and Brown County WI

**From:** Judith Knilans, owner, 3148 Fairview Rd., Suamico, WI. 54313  
cell #(920) 388-4800. Email: judithknilans@yahoo.com.

**Regarding:** Rezoning of two lots (HB-579-6 & HB-579-3) from R-2 to R-2-R located at 4482 Forest Rd. in the Village of Hobart, WI

The attached documents are regarding present lots HB-579-6 and HB-579-3 both zoned R-2 presently, consisting of a little over 6 acres. HB-579-3 has a residence on it which I own and have recently remodeled. There is an attached copy of the present lots GIS map from Brown County website.

Robert E. Lee Inc. Surveyors prepared the attached site plan (and will provide the future CSM if no changes are required) showing what I hope to accomplish once the rezoning has been approved. As shown in plan, there would be a one acre wooded lot on Hill Rd, the existing home (4482 Forest Rd) would have 1.1 acres included with it and then to the north of that three lots ranging in size from 1.2 to 1.5 acres. All have 150'+ of road frontage, all are a minimum size of 1 acre meeting the requirements of the R-2-R zoning specifications.

There is an old pole building on HB-579-6 which will be removed as soon as snow is gone and we can get to it with truck and vehicles needed for demolition.

As I write this I have soil tester, John Schroeder, preparing information regarding septic approval for the lots. The present house has a good working mound system and I anticipate that is what will be recommended on all the lots, along with individual wells.

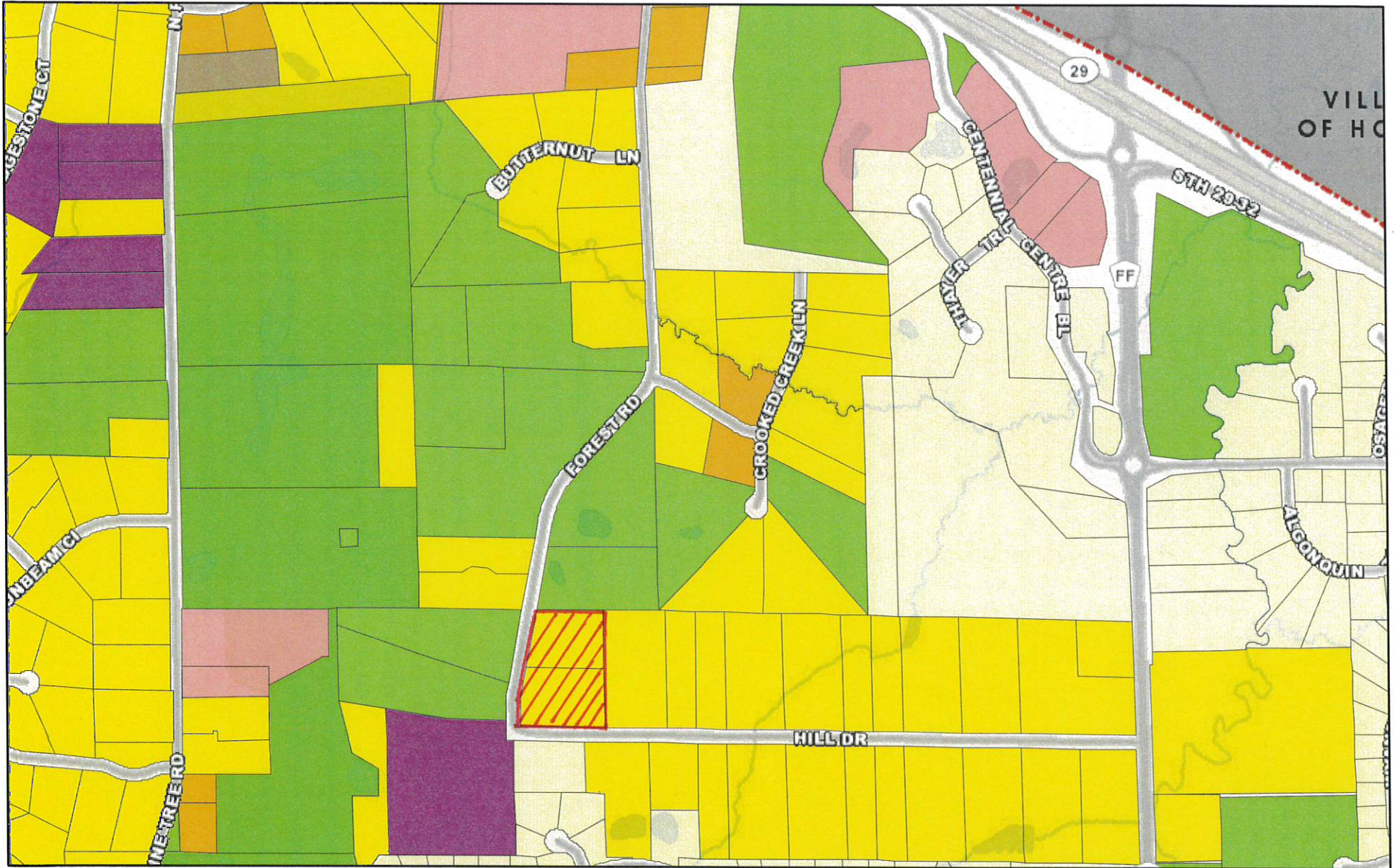
I feel that this rezoning is appropriate for the area and is the best possible use for this beautifully located real estate. According to Hobart Zoning Administrator, Todd Gerber, there are both R-2 and R-2-R zoning in the area so this fits well into the present real estate zoning plans already in existence. Former owners had horses at one time so it was zoned R-2 previously but I feel it is now better suited to become 5 beautiful homes increasing the tax revenue for the Village and Brown County while using the property to its best possible use.

Thank you for your time and consideration in this matter and I hope you allow me to proceed as soon as possible.

Regards, Judith Knilans

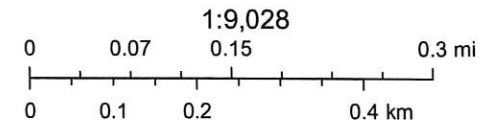
*Update: Soil tests completed 3/15/23 all approved for mounds.  
I gave Robert E. Lee - Jim Westerman - approval to do CSM work  
which will match the attached preliminary plat, 2 - CSM's  
will be done showing 5 parcels, work to begin next week.*

# Village of Hobart Zoning - 4482 Forest Rd.



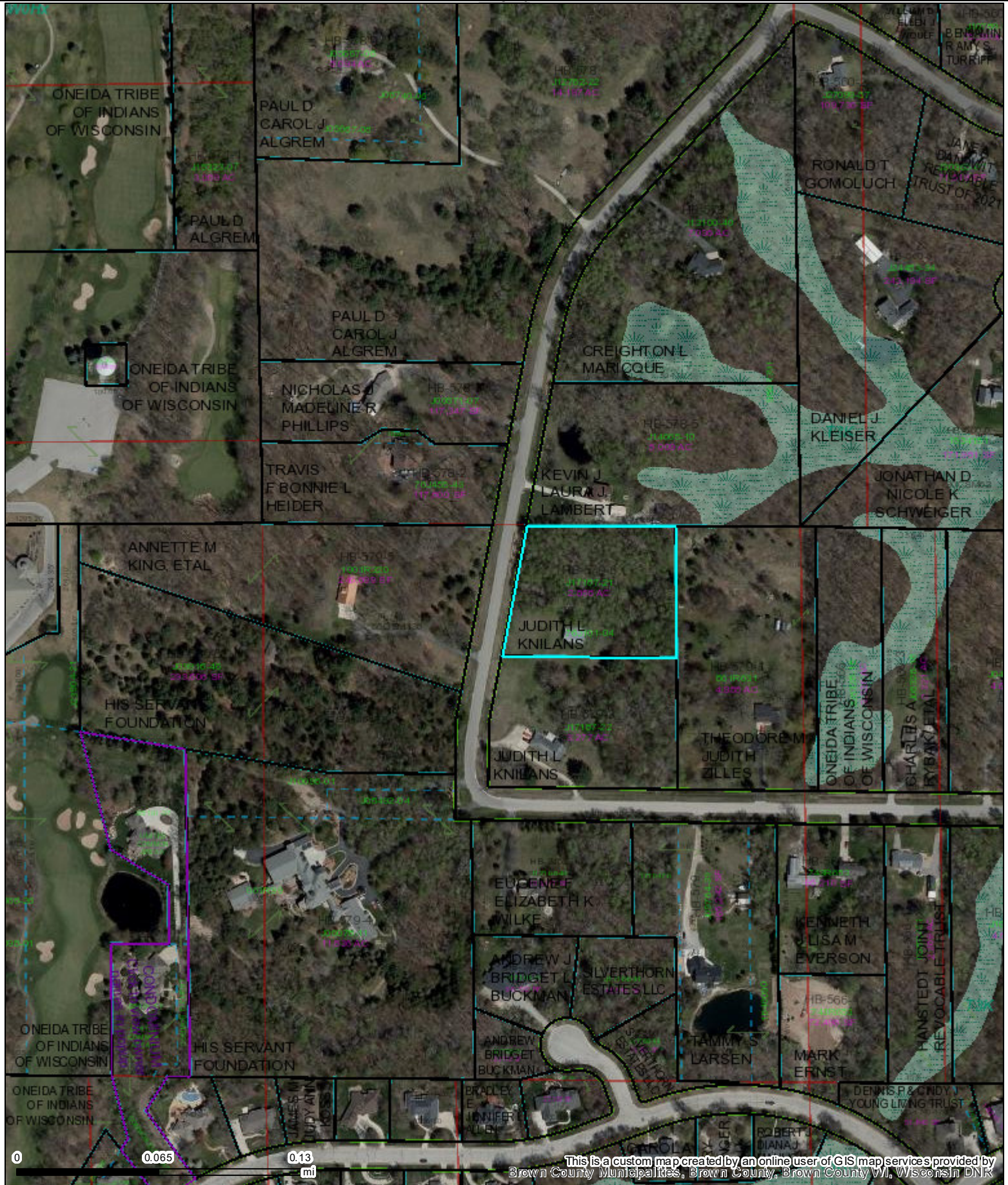
4/5/2023, 11:27:58 AM

- Zoning
- R-1: Residential District
  - R-2: Residential District
  - R-2-R: Rural Residential District
  - R-4: Single and Two-Family Residential District
  - ER: Estate Residential District



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





This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI, Wisconsin DNK

### Part of Brown County WI

Map printed on 4/5/2023

**1:3,600**  
**1 inch = 300 feet\***  
**1 inch = 0.0568 miles\***  
*\*original page size: 8.5"x11"*  
*Appropriate format depends on zoom level*

**Parcel ownership key**

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

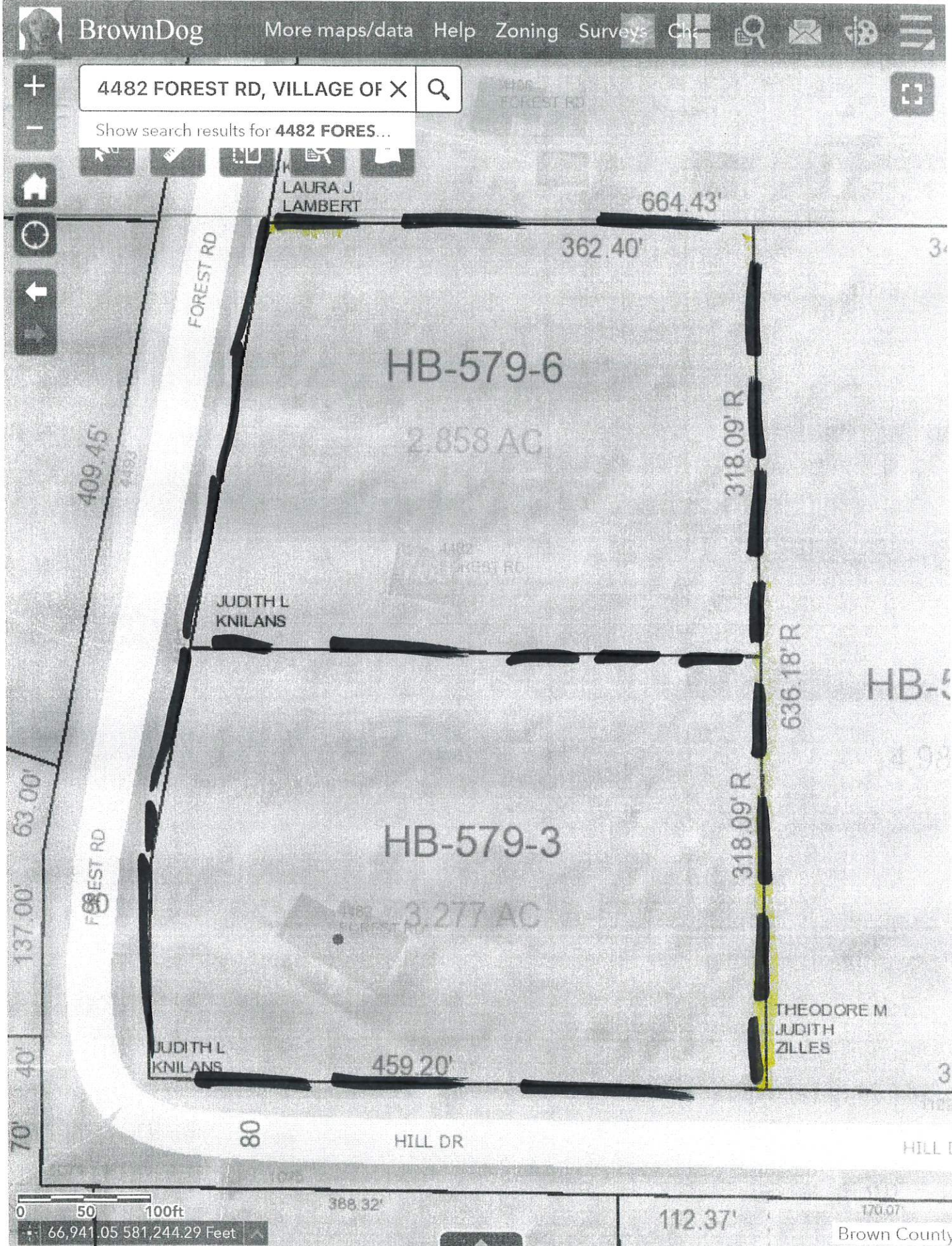
A complete key (legend) is available at:  
[tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)



(920) 448-6480  
[www.browncountywi.gov](http://www.browncountywi.gov)

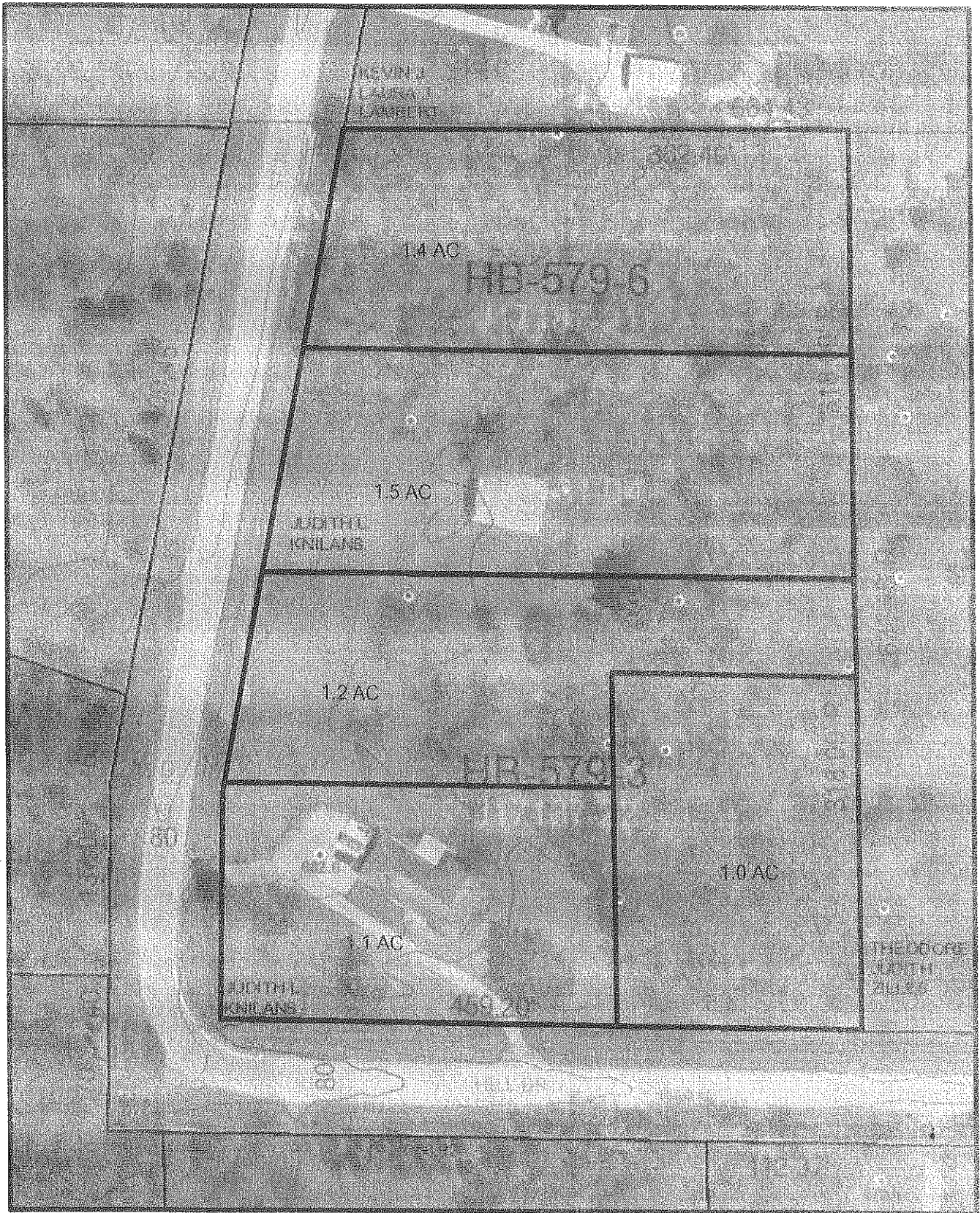


# Existing Lots zoned R-2





Prepared by Robert E Lee Assoc - Jim Websterman  
PROPOSED LOTS ONCE ZONED R-2-R



1.4 AC

1.5 AC

1.2 AC

1.1 AC

DID  
BARN  
TO BE  
REMOVED  
Somed

Existing  
home  
1.1 AC



**ORDINANCE 2023-09**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN**

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**Purpose:** The purpose of this Ordinance is to re-zone property.

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The Village Board of the Village of Hobart, Brown County, Wisconsin, does ordain as follows:

**Section 1:** That the following described premises, to-wit:

HB-579-3: 3.277 AC M/L THAT PRT OF NE1/4SW1/4 SEC.13 T24N R19E LYG N OF HILL DR. & DESC IN 877 R 585 EX 76J101-4

HB-579-6: 2.858 AC M/L THAT PRT OF NE1/4SW1/4 SEC 13 T24N R19E DESC IN 76J101-4

Be re-zoned from R-2: Residential District to R-2-R: Rural Residential District.

**Section 2:** Any Ordinance or parts thereof, inconsistent herewith are hereby repealed.

**Section 3.** This Ordinance shall be published as required by law after passage by the Village Board.

Passed and approved this 16<sup>th</sup> day of May, 2023

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Richard Heidel, Village President

Attest:

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Aaron Kramer, Village Administrator

**CERTIFICATION**

The undersigned, being the duly appointed Clerk-Treasurer of the Board of the Village of Hobart, certifies that the aforementioned is a true and exact reproduction of the original ordinance or resolution adopted by the Village Board.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on May 16<sup>th</sup> 2023.

(Seal)

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Katrina Bruecker, Village Clerk-Treasurer



**TO: Planning & Zoning Commission**

**RE: Ordinance amending Chapter 295-143 (Legal Description) of the PDD #2 - Zoning District of the Village Municipal Code**

**FROM: Todd Gerbers, Director of Planning and Code Compliance**

**DATE: April 12, 2023**

**ISSUE:** Consider an ordinance amending Chapter 295-143 (Legal Description) of the PDD #2 - Zoning District of the Village Municipal Code

**RECOMMENDATION:** Staff recommends approval

### **GENERAL INFORMATION**

Village Staff is proposing an amendment to Chapter 295-143 of the PDD #2: Orlando/Packerland Planned Unit Development zoning district relating to the “Legal Description” of said zoning district. The proposed amendments are necessary to reflect lands that were part of an annexation of lands several years past and lands that are part of the Southwind Estates Subdivision. Additionally, multiple parcels along Orlando Dr. will be removed to properly reflect the zoning classification identified on the current Official Zoning Map of the Village of Hobart.

### **BACKGROUND**

With the recent developments of Southwind Estates Subdivision, the Arvada Apartment Complex, and potential residential development along Orlando Dr., Village Staff and Rober E. Lee & Associates have noticed discrepancies between the current legal description of the PDD #2 zoning district and the actual zoning map for the village. The lands located along Packerland Dr. that were annexed several years back and the recently developed Southwind Estates Subdivision were zoned PDD #2, however, are not listed as such in the existing legal description (295-143). On the other side, there are four parcels along Orlando Dr. that are listed in the existing legal description, however, are identified as a different zoning district on the existing Village Zoning Map.

This proposed amendment to Section 295-143 of the Zoning Code is more of a “house cleaning” item to bring the Zoning Ordinance in to compliance with the Official Zoning Map. There are no zoning changes proposed to any parcels as part of this ordinance amendment.

### **RECOMMENDATION/CONDITIONS**

Staff recommends approval of the proposed ordinance amending Section 295-143 (Legal Description) of Chapter 295 Zoning Code as submitted.



All of Lots 1, 6, 7, 8, 11, 12 and 13, part of Lots 2, 3, 4, 5 and 9, and part of Government Lots 1 and 2, all in Section 25, T23N, R19E, Village of Hobart, Brown County, Wisconsin more fully described as follows:

Commencing at the Northwest corner of said Section 25;

Thence  $S00^{\circ}13'28''W$ , 453.05 feet along the west line of said Section 25 to the westerly extension of the south line of Lot 1, Volume 13 of Certified Survey Maps, Page 187 (13CSM187), the **POINT OF BEGINNING**;

Thence  $S00^{\circ}13'28''W$ , 864.87 feet along the west line of said Section 25;

Thence  $S00^{\circ}13'30''W$ , 598.30 feet along the west line of said Section 25 to south line of said Lot 8;

Thence  $N85^{\circ}01'07''E$ , 685.00 feet along said south line to a west line of lands described in Document Number 1643596;

Thence  $S00^{\circ}13'30''W$ , 53.27 feet along said west line to the south line of said lands;

Thence  $S86^{\circ}05'31''E$ , 584.56 feet along said south line to the west line of said Lot 11;

Thence  $S00^{\circ}31'53''W$ , 575.92 feet along said west line to the southwest corner of said Lot 11;

Thence  $S00^{\circ}14'09''W$ , 1315.27 feet along the west line of said Lot 13 to the southwest corner thereof;

Thence  $N84^{\circ}56'23''E$ , 481.51 feet along the south line of said Lot 13 to the southeast corner thereof;

Thence  $N30^{\circ}26'27''E$ , 1760.82 feet along the east line of said Lot 13 and continuing on the east line of said Lot 12 to the south line of said Government Lot 2;

Thence  $N89^{\circ}52'43''E$ , 1059.19 feet on said south line to the west right of way of Packerland Drive (aka CTH 'EB');

Thence 7.90 feet on the arc of a 2914.79 foot radius curve to the right, having a long chord which bears  $N06^{\circ}28'32''E$ , 7.90 feet on said west right of way to the south line of Lot 1, Volume 12 of Certified Survey Maps, Page 31 (12CSM31);

Thence  $N89^{\circ}49'28''W$ , 402.87 feet on said south line to the west line of said Lot 1, 12CSM31;

Thence  $N00^{\circ}10'32''E$ , 208.71 feet on said west line to the north line of said Lot 1, 12CSM31;

Thence  $S89^{\circ}49'21''E$ , 433.88 feet on said north line to said west right of way;

Thence 611.63 feet on the arc of a 2914.79 foot radius curve to the right, having a long chord which bears  $N16^{\circ}42'46''E$ , 610.51 feet on said west right of way;

Thence  $N22^{\circ}43'27''E$ , 16.81 feet on said west right of way;

Thence  $N17^{\circ}39'58''E$ , 1665.36 feet on said west right of way;

Thence  $S72^{\circ}20'02''E$ , 8.25 feet on said west right of way;

Thence  $N17^{\circ}39'58''E$ , 178.66 feet on said west right of way;

Thence  $N25^{\circ}23'11''W$ , 47.28 feet on said west right of way to the south right of way of Orlando Drive (aka CTH 'EE');

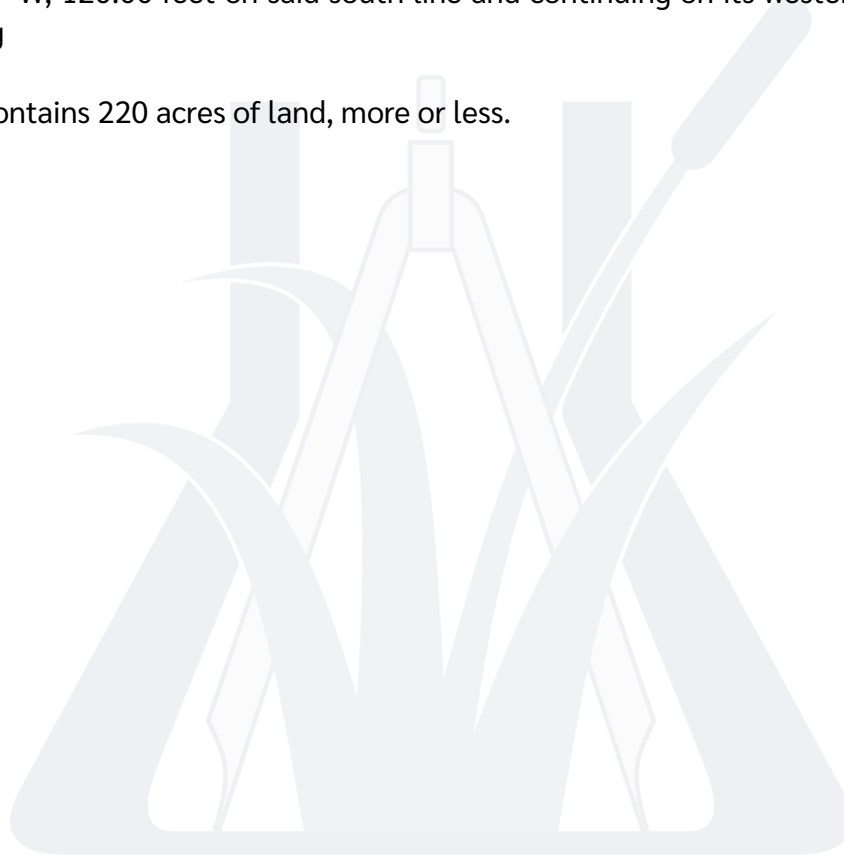
Thence 291.88 feet on the arc of a 3779.71 foot radius curve to the left, having a long chord which bears  $S87^{\circ}19'58''W$ , 291.81 feet on said south right of way to the east line of Lot 1 of said Section 25;

Thence  $N30^{\circ}26'27''E$ , 49.09 feet along said east line to the north line of said Section 25;

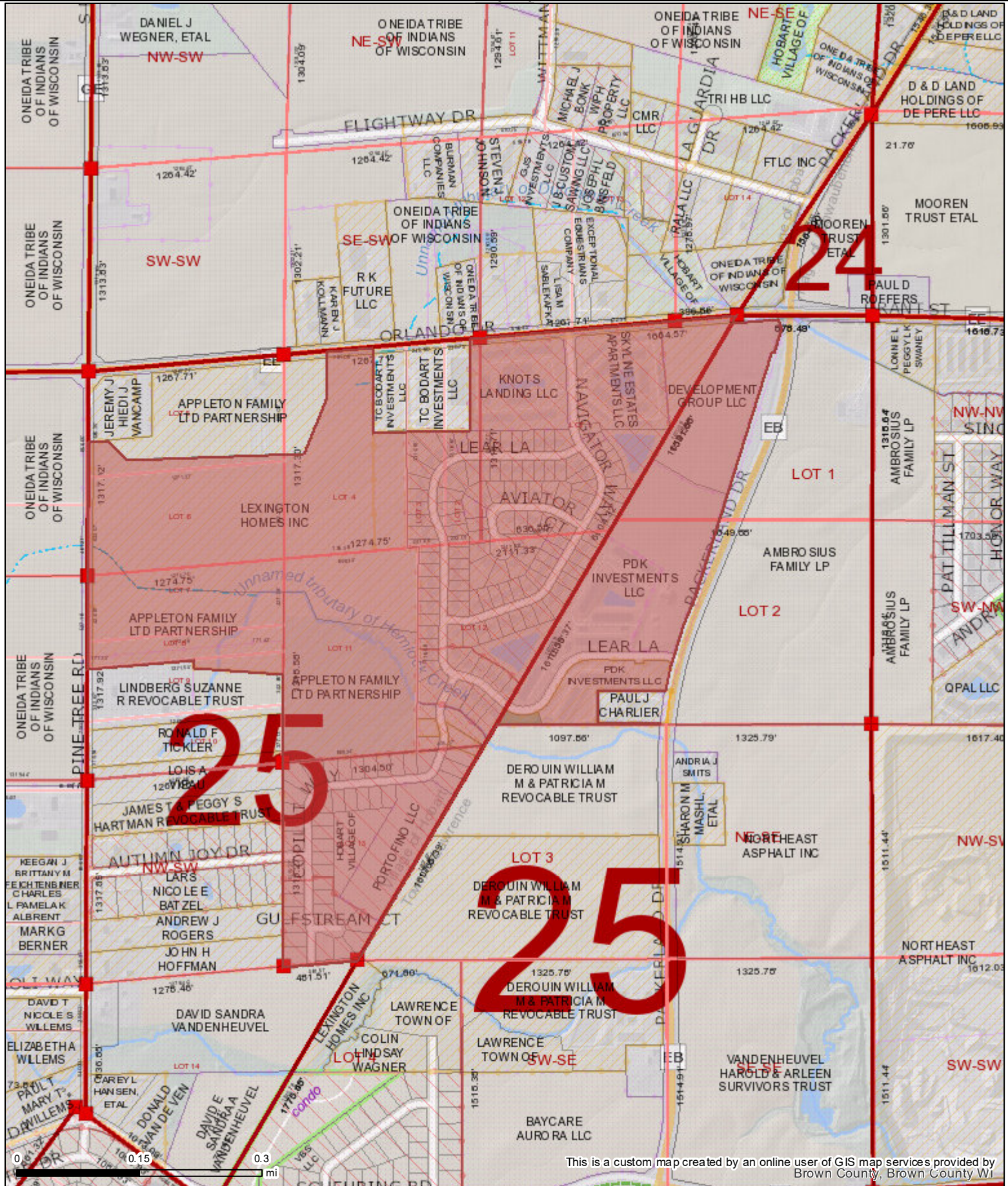
Thence  $S85^{\circ}01'07''W$ , 1729.82 feet along said north line to the northerly extension of the east line of Lot 1, Volume 53 of Certified Survey Maps, Page 243 (53CSM243);

Thence S00°16'17"E, 593.26 feet on said northerly extension and continuing on said east line to the southeast corner of said Lot 1, 53CSM243;  
Thence S89°43'43"W, 410.00 feet on the south line of said Lot 1, 53CSM243 to the southwest corner thereof;  
Thence S86°38'31"W, 214.59 feet on the south line of lands described in Document Number 2987507 to the west line of Lot 1, Volume 54 of Certified Survey Maps, Page 12 (54CSM12);  
Thence N00°16'17"W, 553.38 feet on said west line and continuing on its northerly extension to said north line of said Section 25;  
Thence S85°01'07"W, 300.10 feet on said north line of Section 25;  
Thence S00°16'17"E, 289.70 feet;  
Thence S22°00'00"W, 400.00 feet;  
Thence S88°00'00"W, 1144.09 feet;  
Thence N46°00'00"W, 178.26 feet to the south line of said Lot 1, 13CSM187;  
Thence S85°01'14"W, 120.00 feet on said south line and continuing on its westerly extension to the Point of Beginning

Said description contains 220 acres of land, more or less.







This is a custom map created by an online user of GIS map services provided by Brown County, Brown County WI

**PDD #2**

Map printed on 3/14/2023

**1:9,600**  
 1 inch = 800 feet\*  
 1 inch = 0.152 miles\*  
 \*original page size: 8.5"x11"  
 Appropriate format depends on zoom level

**Parcel ownership key**

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

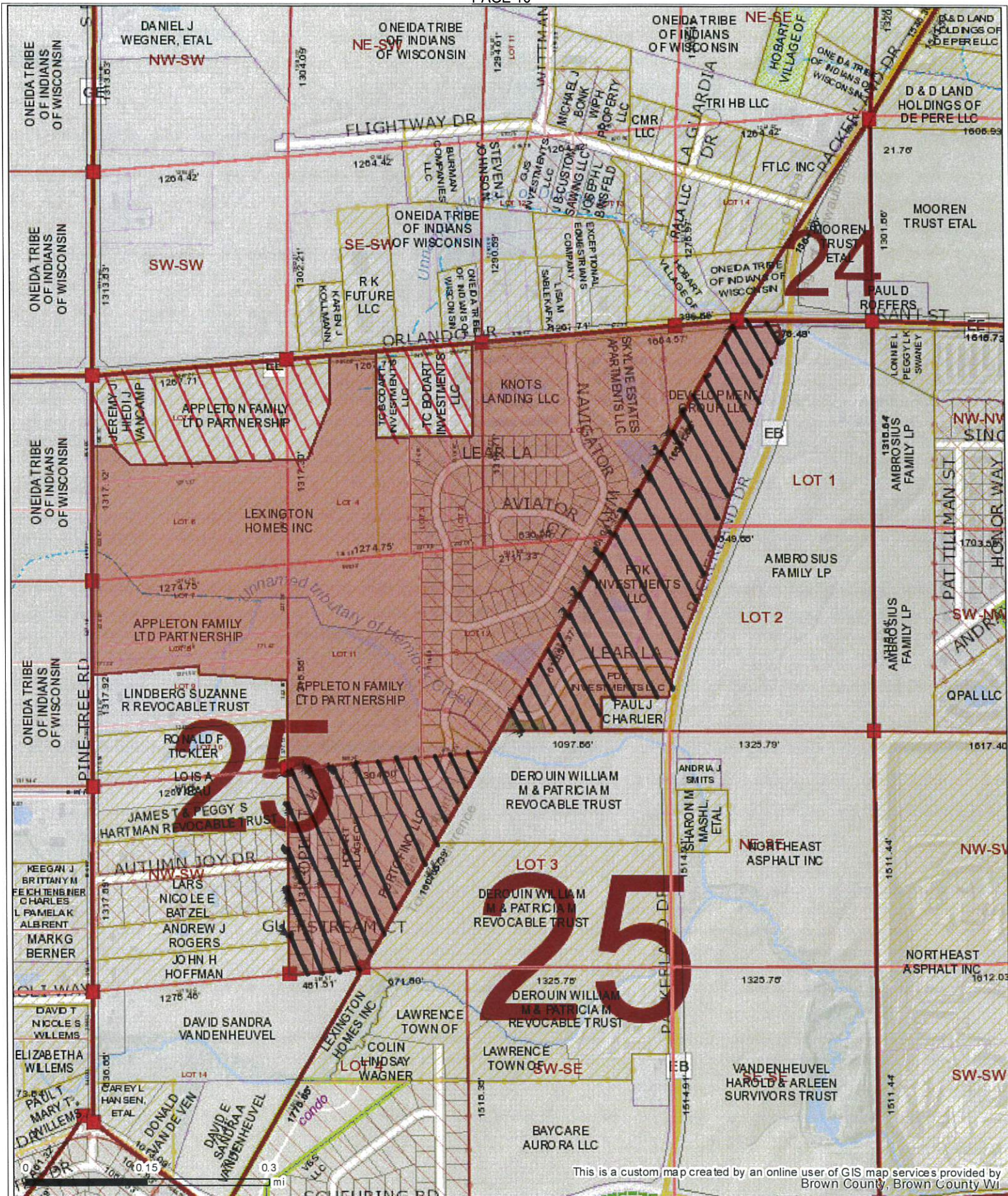
- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:  
[tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)



(920) 448-6480  
[www.browncountywi.gov](http://www.browncountywi.gov)





This is a custom map created by an online user of GIS map services provided by Brown County, Brown County Wi

**PDD #2**

Map printed on 3/14/2023

1:9,600

1 inch = 800 feet\*

1 inch = 0.152 miles\*

\*original page size: 8.5"x11"

Appropriate format depends on zoom level

**Parcel ownership key**

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

- REMOVED

- ADDED

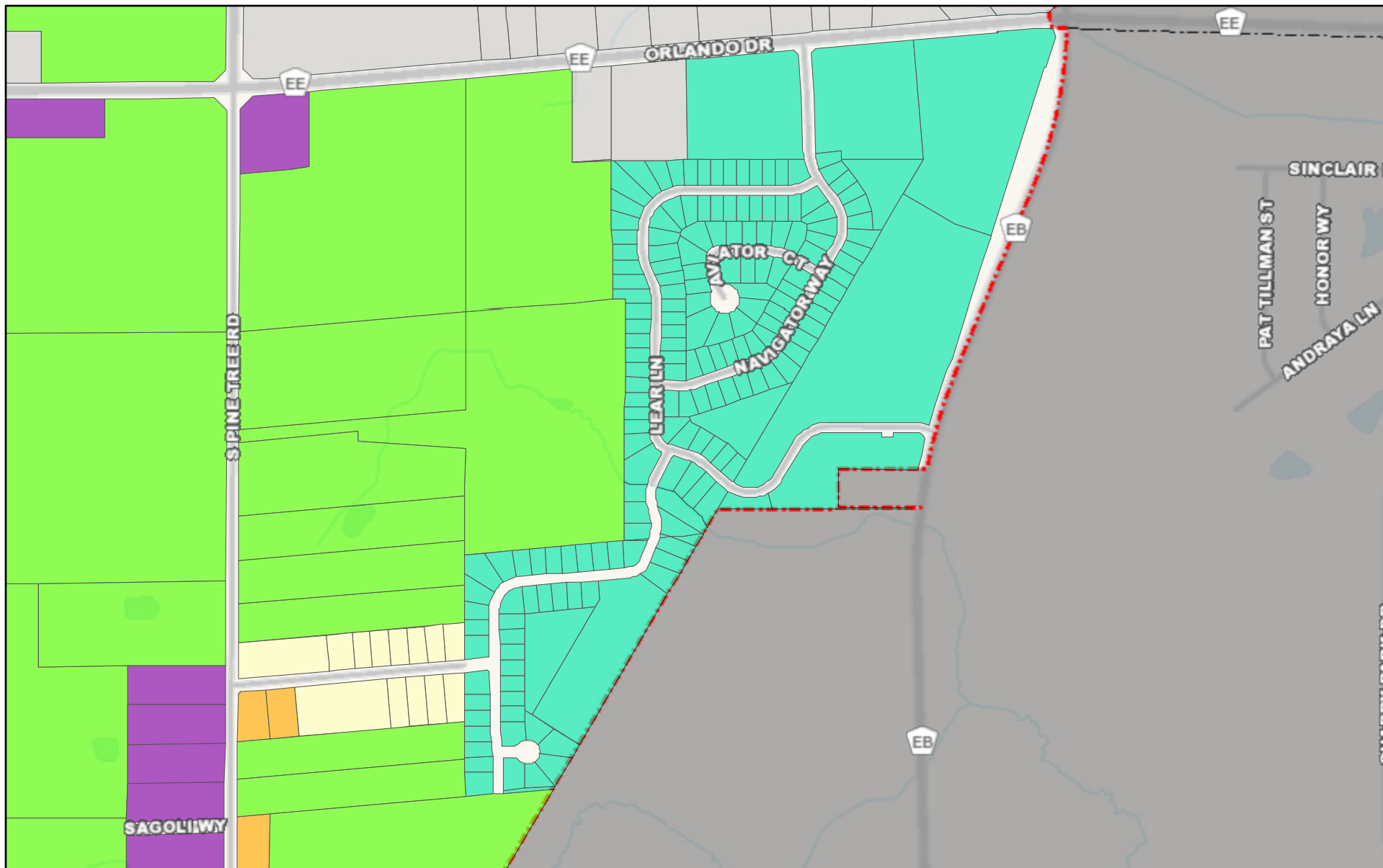
A complete key (legend) is available at:  
[tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)



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# Village of Hobart Zoning



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Zoning

R-1: Residential District

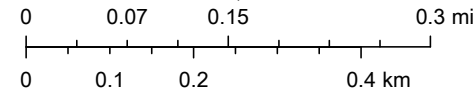
PDD #2: Orlando/Packerland Planned Development District

ER: Estate Residential District

R-2-R: Rural Residential District

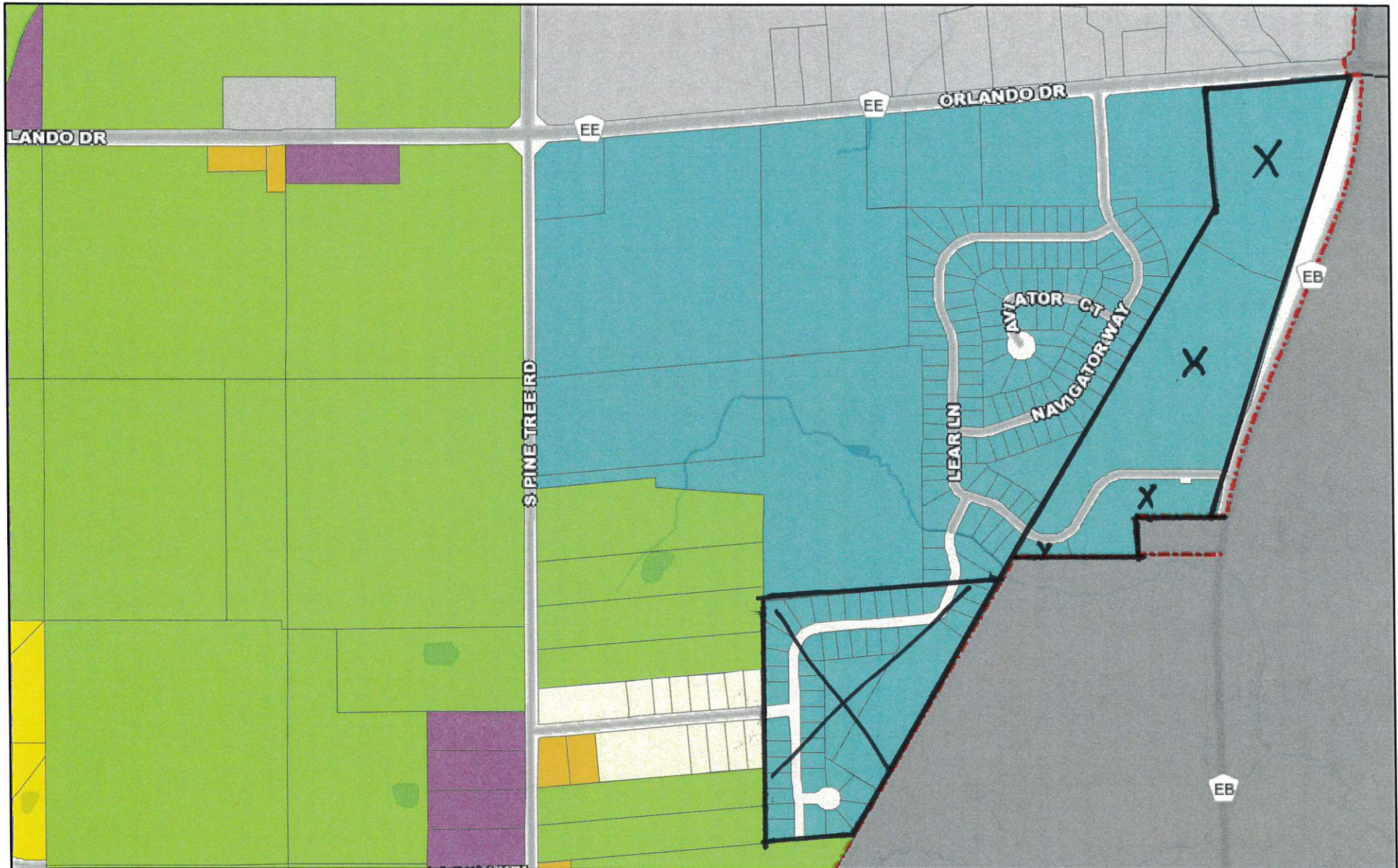
A-1: Agricultural District

1:9,028






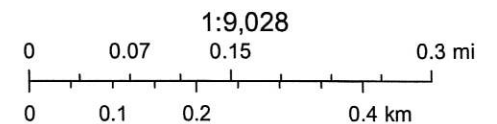
Brown County, Robert E. Lee & Associates, Inc.

PAGE 18  
 - EXISTING LEGAL DESCRIPTION -  
 Village of Hobart Zoning



3/30/2023, 3:10:24 PM

- |   |   |
|---|---|
| Zoning  |  PDD #2: Orlando/Packerland Planned Development District |
|  R-1: Residential District |  ER: Estate Residential District                         |
|  R-2: Residential District |  R-2-R: Rural Residential District                       |



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





## ORDINANCE 2023-10

### AN ORDINANCE TO REPEAL AND RECREATE SECTION 143 (LEGAL DESCRIPTION) OF ARTICLE XIV (PDD #2: ORLANDO/PACKERLAND PLANNED DEVELOPMENT DISTRICT) OF CHAPTER 295 (ZONING) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

**Purpose:** The purpose of this Ordinance is to amend the legal description of the zoning district.

The Village Board of the Village of Hobart, Brown County, Wisconsin, does ordain as follows:

**Section 1:** That Section 143 (Legal Description) of Article XIV (PDD #2: Orlando/Packerland Planned Development District) of Chapter 250 (Zoning) of the Municipal Code shall be amended to read as follows:

§ 295-143. Legal description.

A. All of Lots 1, 6, 7, 8, 11, 12 and 13, part of Lots 2, 3, 4, 5 and 9, and part of Government Lots 1 and 2, all in Section 25, T23N, R19E, Village of Hobart, Brown County, Wisconsin more fully described as follows:

Commencing at the Northwest corner of said Section 25;

Thence S00°13'28"W, 453.05 feet along the west line of said Section 25 to the westerly extension of the south line of Lot 1, Volume 13 of Certified Survey Maps, Page 187 (13CSM187), the POINT OF BEGINNING;

Thence S00°13'28"W, 864.87 feet along the west line of said Section 25;

Thence S00°13'30"W, 598.30 feet along the west line of said Section 25 to south line of said Lot 8;

Thence N85°01'07"E, 685.00 feet along said south line to a west line of lands described in Document Number 1643596;

Thence S00°13'30"W, 53.27 feet along said west line to the south line of said lands;

Thence S86°05'31"E, 584.56 feet along said south line to the west line of said Lot 11;

Thence S00°31'53"W, 575.92 feet along said west line to the southwest corner of said Lot 11;

Thence S00°14'09"W, 1315.27 feet along the west line of said Lot 13 to the southwest corner thereof;

Thence N84°56'23"E, 481.51 feet along the south line of said Lot 13 to the southeast corner thereof;

Thence N30°26'27"E, 1760.82 feet along the east line of said Lot 13 and continuing on the east line of said Lot 12 to the south line of said Government Lot 2;

Thence N89°52'43"E, 1059.19 feet on said south line to the west right of way of Packerland Drive (aka CTH 'EB');

Thence 7.90 feet on the arc of a 2914.79 foot radius curve to the right, having a long chord which bears N06°28'32"E, 7.90 feet on said west right of way to the south line of Lot 1, Volume 12 of Certified Survey Maps, Page 31 (12CSM31);

Thence N89°49'28"W, 402.87 feet on said south line to the west line of said Lot 1, 12CSM31;

Thence N00°10'32"E, 208.71 feet on said west line to the north line of said Lot 1, 12CSM31;

Thence S89°49'21"E, 433.88 feet on said north line to said west right of way;

Thence 611.63 feet on the arc of a 2914.79 foot radius curve to the right, having a long chord which bears N16°42'46"E, 610.51 feet on said west right of way;

Thence N22°43'27"E, 16.81 feet on said west right of way;

Thence N17°39'58"E, 1665.36 feet on said west right of way;

Thence S72°20'02"E, 8.25 feet on said west right of way;

Thence N17°39'58"E, 178.66 feet on said west right of way;

Thence N25°23'11"W, 47.28 feet on said west right of way to the south right of way of Orlando Drive (aka CTH 'EE');

Thence 291.88 feet on the arc of a 3779.71 foot radius curve to the left, having a long chord which bears S87°19'58"W, 291.81 feet on said south right of way to the east line of Lot 1 of said Section 25;

Thence N30°26'27"E, 49.09 feet along said east line to the north line of said Section 25;

Thence S85°01'07"W, 1729.82 feet along said north line to the northerly extension of the east line of Lot 1, Volume 53 of Certified Survey Maps, Page 243 (53CSM243);

Thence S00°16'17"E, 593.26 feet on said northerly extension and continuing on said east line to the southeast corner of said Lot 1, 53CSM243;

Thence S89°43'43"W, 410.00 feet on the south line of said Lot 1, 53CSM243 to the southwest corner thereof;

Thence S86°38'31"W, 214.59 feet on the south line of lands described in Document Number 2987507 to the west line of Lot 1, Volume 54 of Certified Survey Maps, Page 12 (54CSM12);

Thence N00°16'17"W, 553.38 feet on said west line and continuing on its northerly extension to said north line of said Section 25;

Thence S85°01'07"W, 300.10 feet on said north line of Section 25;

Thence S00°16'17"E, 289.70 feet;

Thence S22°00'00"W, 400.00 feet;

Thence S88°00'00"W, 1144.09 feet;

Thence N46°00'00"W, 178.26 feet to the south line of said Lot 1, 13CSM187;

Thence S85°01'14"W, 120.00 feet on said south line and continuing on its westerly extension to the Point of Beginning

B. Said description contains 220 acres of land, more or less.

**Section 2:** Any Ordinance or parts thereof, inconsistent herewith are hereby repealed.

**Section 3.** This Ordinance shall be published as required by law after passage by the Village Board.

Passed and approved this 16<sup>th</sup> day of May, 2023

---

Richard Heidel, Village President

Attest:

---

Aaron Kramer, Village Administrator

**CERTIFICATION**

The undersigned, being the duly appointed Clerk-Treasurer of the Board of the Village of Hobart, certifies that the aforementioned is a true and exact reproduction of the original ordinance or resolution adopted by the Village Board.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on May 16<sup>th</sup> 2023.

(Seal)

---

Katrina Bruecker, Village Clerk-Treasurer





**TO: Planning & Zoning Commission**

**RE: Ordinance creating Article XXXV (PI: Public Institutional District) in Chapter 295 Zoning Code of the Village of Hobart**

**FROM: Todd Gerbers, Director of Planning and Code Compliance**

**DATE: March 8, 2023**

**ISSUE:** Consider an ordinance creating the PI: Public Institutional District zoning district for lands that are intended more for public structures and uses

**RECOMMENDATION:** Staff recommends approval

### **GENERAL INFORMATION**

Village Staff is proposing the creation of a new zoning district in chapter 295 of the Village of Hobart Zoning Code that establishes a PI: Public Institutional District for lands with structures and uses that are publicly oriented.

### **BACKGROUND**

With the proposed construction of the new Village Fire Station in the very near future, Village Staff is proposing the creation of a new zoning district to be known as PI: Public Institutional District. By creating this new zoning district, the Village establishes a specific zoning for such buildings as fire, police, public works, government office, schools, parks, and other similar land uses that are generally owned and maintained by a government agency to be located in a more fitting property zoning. This would not exclude a private school or a botanical garden that is privately owned from utilizing this zoning, it allows the availability for such a development without having to always go through the conditional use process. As the Commission is aware, the goal is to reduce the number of conditional uses through the zoning code wherever possible, as it makes for a cleaner and more clear zoning code for various Village land uses. Should this new zoning district be approved and adopted into the Village Zoning Code, Village Staff will review several parcels throughout the Village and begin bringing these parcels before the Commission for possible rezonings. The majority of the parcels are governmentally owned with a few that may be privately owned where we will discuss the option with that property owner prior to bringing it before the Commission. Essentially, it would be the best for all parties to eliminate such developments as a fire station of community park in an A-1: Agricultural District or a public school in a R-1: Residential District along with requiring a CUP to do so.

Attached is the proposed ordinance with the exact verbiage proposed.

### **RECOMMENDATION/CONDITIONS**

Staff recommends approval of the proposed ordinance creating the new PI: Public Institutional District and inserting it into the Village Zoning Code as submitted.



## ORDINANCE 2023-11

### AN ORDINANCE CREATING ARTICLE XXXV (PI PUBLIC INSTITUTIONAL DISTRICT) IN CHAPTER 295 (ZONING) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

**Purpose:** The purpose of this Ordinance is to create a new zoning district (PI Public Institutional District) in the Zoning Chapter of the Municipal Code to provide for a district for public and civic buildings and large institutional uses that otherwise may not fit into other zoning districts because of their specialized land use needs and public purpose.

The Village Board of the Village of Hobart, Brown County, Wisconsin, does ordain as follows:

**Section 1:** That Article XXXV (PI Public Institutional District) of Chapter 295 (Zoning) of the Municipal Code shall be created to read as follows:

#### § 295-375. Purpose.

The Public Institutional District (PI) is intended to provide for a district for public and civic buildings and large institutional uses that otherwise may not fit into other zoning districts because of their specialized land use needs and public purpose. This designation serves as a notice to those owning or buying land in proximity to publicly-owned land, which is not ordinarily subject to the regulations of this chapter.

#### § 295-376. Permitted uses.

The following uses are permitted in the PI District:

- A. Community Center
- B. Public Library
- C. Museums, Art Galleries, Art Centers
- D. Public – Park, Playground, Recreation Center, Square
- E. Schools, Preschool, Elementary, or Secondary
- F. Government Offices
- G. Emergency / Public Safety Service Facility (EMS, Fire, Police)
- H. Government Maintenance, Storage, and Distribution Facility
- I. Post Office
- J. Community Garden
- K. Arboretum of Botanical Garden
- L. Conservancy
- M. Public Parking Lot
- N. Public Parking Structure
- O. Crops
- P. Storm Water Management Facility/Structure

#### § 295-377. Permitted accessory uses.

The following are permitted accessory uses in the PI District:

- A. Satellite dish antennas less than 38 inches in diameter
- B. Telephone, cable television, electrical power, and similar public utility installations

§ 295-377. Conditional uses.

The following are conditional uses in the PI District:

- A. Cemetery, Columbaria, Mausoleum
- B. College, University, Vocational/Trade School
- C. Religious Institutions
- D. Public Utility and Service Uses as Follows:
  - (1) Substations
  - (2) Gas Regulator Stations
  - (3) Railroad Right-Of-Way but not including railroad yards and shops, other than for passenger purposes
  - (4) Telephone exchange, transmission equipment buildings, and microwave relay towers

§ 295-378. Lot requirements per use.

- A. Area: 19,000 square feet minimum.
- B. Zoning Lot Frontage: 120 feet minimum.

§ 295-379. Height regulations.

Principal structures: 60 feet maximum, except as provided by § 295-13, Height regulations.

§ 295-379. Building Setbacks

	<b>Principal Structure</b>	<b>Accessory Buildings</b>	<b>Driveways</b>
<b>Front yard</b>	40 feet minimum from right-of-way	40 feet minimum from right-of-way	10 feet from property line
<b>Side yard</b>	15 feet minimum	15 feet minimum	10 feet from property line
<b>Rear yard</b>	20 feet minimum	20 feet minimum	10 feet from property line
<b>Corner Lot</b>	40 feet minimum from right-of-way	40 feet minimum from right-of-way	75 feet from center line of intersection

§ 295-380. Parking.

Parking shall conform to the requirements as set forth in Article XXVIII, Off-Street Parking Requirements.

§ 295-381. Signs.

Signs shall be regulated as set forth in § 295-361, Regulation of signs.

§ 295-382. Other requirements.

A. Structures and buildings allowed in the PI Public Institutional District shall meet the regulations of this district and the other articles of this chapter, as determined by the Village Director of Planning and Code Compliance and approved by the Site Review Committee.

**Section 2:** Any Ordinance or parts thereof, inconsistent herewith are hereby repealed.

**Section 3.** This Ordinance shall be published as required by law after passage by the Village Board.

Passed and approved this 16<sup>th</sup> day of May, 2023.

---

Richard Heidel, Village President

Attest:

---

Aaron Kramer, Village Administrator

\*\*\*

I, Katrina Bruecker, am the duly qualified and acting Village Clerk of the Village of Hobart, Brown County, Wisconsin. I hereby certify that the aforementioned is a true and exact reproduction of the original ordinance or resolution adopted by the Village Board.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on May 16<sup>th</sup> 2023.

(Seal)

---

Katrina Bruecker, Village Clerk-Treasurer



**TO: Planning & Zoning Commission**

**RE: Ordinance replacing Chapter 290 (Floodplain Zoning) of the Village Municipal Code**

**FROM: Todd Gerbers, Director of Planning and Code Compliance**

**DATE: April 12, 2023**

**ISSUE:** Consider an ordinance to replace Chapter 290 – Floodplain Zoning of the Village Municipal Code to make it compliant with FEMA regulations and state statutes.

**RECOMMENDATION:** Staff recommends approval

### **GENERAL INFORMATION**

Village Staff has been working with WDNR to modify and update Chapter 290 – Floodplain Zoning ordinance of the Village of Hobart to be compliant with federal mandates. FEMA occasionally updates or establishes new requirements relating to floodplains, which in turn requires each municipality to make the required amendments in their Floodplain Zoning ordinance.

### **BACKGROUND**

The Floodplain Zoning ordinance was last amended back in 2021 and FEMA has again required some new modifications to the requirements for areas located within floodplain areas. The majority of the changes happen to be centered around campgrounds and camping units with some minor tweaking to the definitions section. Other than these two areas, there is some minor alterations to the formatting of various ordinance sections. Overall, upwards of 95% of the existing floodplain zoning ordinance remained the same.

Being that this ordinance amendment is on a tight timeframe, must be approved and adopted by the Village Board and submitted to WDNR for their review and approval prior to May 9<sup>th</sup>, this same ordinance is scheduled to go before the Village Board at a public hearing on April 18, 2023, for action. Since this ordinance is mandated by FEMA, and proposed changes will need WDNR approval to be included in the new ordinance.

Attached is the proposed ordinance with the exact verbiage proposed.

### **RECOMMENDATION/CONDITIONS**

Staff recommends approval of the proposed ordinance amending Chapter 290 – Floodplain Zoning and inserting it into the Village Zoning Code as submitted.



## ORDINANCE 2023-12

### AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 290 (FLOODPLAIN ZONING) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

**Purpose:** The purpose of this ordinance is to replace Chapter 290 to make it compliant with Wisconsin Department of Natural Resources regulations and state statutes.

The Village Board of the Village of Hobart, Brown County, Wisconsin, does ordain as follows:

**Section 1:** That Chapter 290 (Floodplain Zoning) of the Municipal Code shall be repealed and recreated to read as follows:

§ 290-1. Statutory authorization; finding of fact; purpose; title and general provisions.

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

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

C. Statement of Purpose. This ordinance is intended to regulate floodplain development to:

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

D. Title. This ordinance shall be known as the "Floodplain Zoning Ordinance for the Village of Hobart, Wisconsin."

## E. General Provisions.

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

(2) Official Maps and Revisions. Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH or AO on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (b) below. These maps and revisions are on file in the office of the Village of Hobart Planning and Code Compliance Officer, Village of Hobart.

## (a) Official Maps: Based on the Flood Insurance Study (FIS):

1. Flood Insurance Rate Map (FIRM), panel numbers 55009C0130F, 55009C0135G, 55009C0140F, 55009C0141G, 55009C0142G, 55009C0143G, 55009C0144G, 55009C0161F, 55009C0227F, 55009C0231F, 55009C0233F, 55009C0234F, 55009C0239F, 55009C0242F, 55009C0243F, 55009C0251F, and 55009C0253F, dated 08/18/2009;

2. Flood Insurance Study (FIS) for Village of Hobart (Brown County) 55009CV001C, 55009CV002C, 55009CV003C, and 55009CV004C, dated 05/09/2023.

3. Letter of Map Revision:

a. 21-05-0115P-550626 (effective date 09/06/2021)

b. 22-05-0903P-550626 (effective date 12/19/2022)

Approved by: The DNR and FEMA

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

(3) Establishment of floodplain zoning districts. The flood hazard areas regulated by this ordinance are divided into districts as follows:

(a) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 290-5 E.

(b) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 290-5 E, within A Zones shown on the FIRM.

(c) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.

(4) Locating floodplain boundaries. Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to

§ 290-8 Amendments. The Village of Hobart Planning and Code Compliance Officer can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The Village of Hobart Planning and Code Compliance Officer shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the Village of Hobart Planning and Code Compliance Officer and an applicant over the district boundary line shall be settled according to § 290-7 C. (3) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to § 290-8 Amendments.

(a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.

(b) Where flood profiles do not exist for projects, including any boundary of zone A or AO, the location of the boundary shall be determined by the map scale.

(5) Removal of lands from floodplain.

(a) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to § 290-8 Amendments.

(b) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:

1. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
2. The fill must be contiguous to land outside the floodplain;
3. Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F.

(c) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

(6) Compliance.

(a) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.

(b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with § 290-9 Enforcement and Penalties.



(c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with § 290-9 Enforcement and Penalties.

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

(8) Abrogation and greater restrictions.

(a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 61.35 for villages or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

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

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

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

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

(12) Annexed areas for cities and villages. The Brown County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR

116, Wis. Adm. Code and 44 CFR 59-72, National Flood Insurance Program (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal Village of Hobart Planning and Code Compliance Officer. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

§ 290-2. General standards applicable to all floodplain districts.

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

(1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:

- (a) be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (b) be constructed with flood-resistant materials;
- (c) be constructed by methods and practices that minimize flood damages; and
- (d) Mechanical and utility equipment must be elevated to or above the flood protection elevation.

(2) If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:

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

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in § 290-7 A (2).

A. Hydraulic and hydrologic analyses.

(1) No floodplain development shall:

- (a) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
- (b) Cause any increase in the regional flood height due to floodplain storage area lost.

(2) The Village of Hobart Planning and Code Compliance Officer shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of § 290-8 Amendments are met.

B. Watercourse Alterations.

(1) No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of § 290-2 (A) must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

(2) As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 290-8 Amendments, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

C. Chapters 30, 31, Wis. Stats., development. Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to § 290-8 Amendments.

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

(1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;

(2) A land use permit for the campground is issued by the Village of Hobart Planning and Code Compliance Officer;

(3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;

(4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;

(5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in Subsection 4 above - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;

(6) All mobile recreational vehicles placed on the site must meet one of the following:

(a) Only Be fully licensed, if required, and ready for highway use; or

(b) Not occupy any site in the campground for more than 180 consecutive days, at which time the recreational vehicle must be removed from the floodplain for a minimum of 24 hours; or

(c) Meet the requirements in either s. 290-3, 290-4 or 290-5 A for the floodplain district in which the structure is located;

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

(7) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed 180 days and shall ensure compliance with all the provisions of this section;

(8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;

(9) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and;

(10) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation; and

(11) Standards for structures in a campground:

(a) All structures must comply with section 290-2 D. or meet the applicable requirements in ss. 290-3, 290-4 or 290-5 for the floodplain district in which the structure is located.

(b) Deck / landing-a portable landing may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof, and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these temporary landings during flood events must be addressed within the written agreement with the municipality compliant with section 290-2 D.(4). Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.

(c) Decks/patios that are constructed completely at grade may be allowed, but must also comply with applicable shoreland zoning standards.

(d) Camping equipment and appurtenant equipment in the campground may be allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement with the municipality compliant with section 290-2 D.(4).

(e) Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement with the municipality compliant with section 290-2 D.(4).

(12) A land use permit shall be obtained as provided under 290-7 A.(2) before any development; repair, modification or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

### § 290-3. Floodway District (FW)

A. Applicability. This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to § 290-5 (E).

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

- they are not prohibited by any other ordinance;
- they meet the standards in § 290-3 (C) and § 290-3 (D);
- and all permits or certificates have been issued according to § 290-7 A.

(1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.

- (2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
- (3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of § 290-3 (C) (4).
- (4) Uses or structures accessory to open space uses or classified as historic structures that comply with § 290-3 (C) and § 290-3 (D).
- (5) Extraction of sand, gravel or other materials that comply with § 290-3 (D).
- (6) Functionally water dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
- (7) Public utilities, streets and bridges that comply with § 290-3 (C) (3).
- (8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code.
- (9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
- (10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
- (11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

C. Standards for developments in the floodway.

(1) General.

(a) Any development in the floodway shall comply with § 290-2 and have a low flood damage potential.

(b) Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to § 290-2 (A) and § 290-37 (A) (2) (c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.

(c) Any encroachment in the regulatory floodway is prohibited unless the data submitted for § 290-3 (C) (1) (b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in § 290-1 (E) (5).

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

(a) Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;

(b) Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:

1. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;

2. Have structural components capable of meeting all provisions of § 290-3 (C) (2) (g) and;

3. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with § 290-3 (C) (2) (g).

(c) Must be anchored to resist flotation, collapse, and lateral movement;

(d) Mechanical and utility equipment must be elevated to or above the flood protection elevation; and

(e) Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.

(f) For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets § 290-3 (C) (2) (a) through § 290-3 (C) (2) (e) and meets or exceeds the following standards:

1. The lowest floor must be elevated to or above the regional flood elevation;

2. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

3. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.

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

(g) Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:

1. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;

2. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in § 290-3 (D) (4) and § 290-3 (D) (5);

3. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
4. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
5. Placement of utilities to or above the flood protection elevation.

(3) Public utilities, streets and bridges. Public utilities, streets and bridges may be allowed by permit, if:

- (a) Adequate floodproofing measures are provided to the flood protection elevation; and
- (b) Construction meets the development standards of § 290-2 (A).

(4) Fills or deposition of materials. Fills or deposition of materials may be allowed by permit, if:

- (a) The requirements of § 290-2 (A) are met;
- (b) No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
- (c) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- (d) The fill is not classified as a solid or hazardous material.

D. Prohibited Uses. All uses not listed as permitted uses in § 290-3 (B) are prohibited, including the following uses:

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

§ 290-4. Floodfringe District (FF)

A. Applicability. This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to § 290-5 (A) (5).

B. Permitted Uses. Any structure, land use, or development is allowed in the Floodfringe District if the standards in § 290-4 (C) are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in § 290-7 A. have been issued.

C. Standards for development in the flood-fringe. § 290-2 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of § 290-6 Nonconforming Uses;

(1) Residential Uses. Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of § 290-6 Nonconforming Uses;

(a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet § 290-1 (E) (5).

(b) Notwithstanding § 290-4 (C)(1)(a), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;

(c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in Subsection (d) below.

(d) In developments where existing street or sewer line elevations make compliance with Subsection (c) above impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:

1. The municipality has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
2. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

(2) Accessory structures or uses. In addition to § 290-2, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

(3) Commercial Uses. In addition to § 290-2, any commercial structure which is erected, altered or moved into the floodfringe shall meet the requirements of § 290-4 (C)(1). Subject to the requirements of § 290-4 (C)(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(4) Manufacturing and industrial uses. In addition to § 290-2, any manufacturing or industrial structure which is erected, altered or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in § 290-7 E. Subject to the



requirements of § 290-4 (C)(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(5) Storage of Materials. Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with § 290-7 E. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(6) Public utilities, streets and bridges. All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

(a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with § 290-7 E.

(b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(7) Sewage Systems. All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to § 290-7 E.(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

(8) Wells. All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to § 290-7 E.(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

(9) Solid waste disposal sites. Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(10) Deposition of materials. Any deposited material must meet all the provisions of this ordinance.

(11) Manufactured homes.

(a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.

(b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:

1. have the lowest floor elevated to the flood protection elevation; and
2. be anchored so they do not float, collapse or move laterally during a flood.

(c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in § 290-4 (E)(1).

(12) Mobile recreational vehicles. All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:

(a) fully licensed and ready for highway use; or

(b) shall meet the elevation and anchoring requirements in § 290-4 (E)(11)(b) and § 290-4 (E)(11)(c).

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

§ 290-5. Other Floodplain Districts.

A. General Floodplain District (GFP)

B. Applicability. The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in § 290-1 (E)(2)(a).

C. Floodway Boundaries. For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in § 290-1 (E)(2)(a), the boundaries of the regulatory floodway shall be determined pursuant to § 290-5 (A)(5). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of § 290-3. If the development is located entirely within the floodfringe, the development is subject to the standards of § 290-4.

D. Permitted Uses. Pursuant to § 290-5 (A)(5) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (§ 290-3 (B)) and Floodfringe (§ 290-4 (B)) Districts are allowed within the General Floodplain District, according to the standards of § 290-5 (A)(5) provided that all permits or certificates required under § 290-7 A. have been issued.

E. Standards for development in the General Floodplain District. § 290-3 applies to floodway areas, determined to pursuant to § 290-5 (A)(5); § 290-4 applies to floodfringe areas, determined to pursuant to § 290-5 (A)(5).

(a) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:

1. To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
2. If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.

(b) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.

(c) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.

(d) All development in zones AO and zone AH shall meet the requirements of § 290-4 applicable to flood fringe areas.

F. Determining floodway and flood-fringe limits. Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the Village of Hobart Planning and Code Compliance Officer shall:

(a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures; and the flood zone as shown on the FIRM.

(b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.

1. A Hydrologic and Hydraulic Study as specified in § 290-7 A.(2)(c).
2. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;
3. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

§ 290-6. Nonconforming Uses.

A. General.

(1) Applicability.

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

(b) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value and a list of the costs of those activities associated with changes to those buildings.

(2) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

(a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

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

(b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;

(c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;

(d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with § 290-4 (C) (1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

(e) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with § 290-4 (C) (1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.

(f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with § 290-4 (C) (1).

(g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.

(h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met and all required permits have been granted prior to the start of construction:

#### 1. Residential Structures

a. Shall have the lowest floor, including basement, elevated to or above the flood protection elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of § 290-7 E.(2).

b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy and shall be constructed with methods and materials resistant to flood damage.

c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.

d. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.

e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in § 290-5 (A) (4).

f. In AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

## 2. Nonresidential Structures

a. Shall meet the requirements of § 290-6 A.(2) (h) 1a-f.

b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in § 290-7 E.(1) or (2).

c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in § 290-5 (A) (4).

(3) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with § 290-3 (C) (1), flood resistant materials are used, and construction practices and floodproofing methods that comply with § 290-7 E. are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of § 290-6 (A) (2) (h) (1) if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

(4) Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:

(a) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;

(b) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;

(c) The nonconforming building is permanently changed to conform to the applicable requirements of § 290-2; and

(d) If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of § 290-3 (C) (1), § 290-3 (C) (2) (b) through (e), § 290-3 (C) (3), § 290-3 (C) (4), and § 290-6 (B). Any development that adds additional fill or

creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 290-5 E. If the encroachment is in the floodway it must meet the standards in section 290-3 C.(4);

(e) If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of § 290-4 (C) and § 290-6 (C).

(f) Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;

(g) Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:

i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of s. 290-6 A. (4)(g) above.

ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;

(h) Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:

i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area.

ii. The bottom of all openings must be no higher than one foot above the adjacent grade.

iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;

(i) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;

(j) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;

(k) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:

i. Be on site for fewer than 180 consecutive days; or

ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or

iii. Meet the elevation and anchoring requirements for manufactured homes in s. 290-6 A.(4)(i) above;

(l) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;

(m) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet ss. 290-6 A. (4)(f) through (i) (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 290-5 E. If the encroachment is in the floodway, it must meet the standards in section 290-3 C.(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;

(n) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 290-5 E. If the encroachment is in the floodway, it must meet the standards in section 290-3 C.(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;

(o) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity; or

(p) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in s. 290-6 A. (4)(g) above. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity.

#### B. Floodway District.

(1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:

- (a) Has been granted a permit or variance which meets all ordinance requirements;
- (b) Meets the requirements of § 290-6 (A);
- (c) Shall not increase the obstruction to flood flows or regional flood height;
- (d) Any addition to the existing structure shall be floodproofed, pursuant to § 290-7 E., by means other than the use of fill, to the flood protection elevation; and
- (e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

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

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

(2) No new on site sewage disposal system, or addition to an existing on site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, § 290-7 E. (3) and ch. SPS 383, Wis. Adm. Code.

(3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, § 290-7 E. (3) and chs. NR 811 and NR 812, Wis. Adm. Code.

#### C. Floodfringe District



(1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of § 290-4 (C) except where § 290-6 (C) (2) is applicable.

(2) Where compliance with the provisions of subsection (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in § 290-7 C., may grant a variance from those provisions of subsection (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:

- (a) No floor is allowed below the regional flood elevation for residential or commercial structures;
- (b) Human lives are not endangered;
- (c) Public facilities, such as water or sewer, shall not be installed;
- (d) Flood depths shall not exceed two feet;
- (e) Flood velocities shall not exceed two feet per second; and
- (f) The structure shall not be used for storage of materials as described in § 290-4 (C) (5).

(3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, § 290-7 E. (3) and ch. SPS 383, Wis. Adm. Code.

(4) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance, § 290-7 E. (3) and ch. NR 811 and NR 812, Wis. Adm. Code.

#### § 290-7. Administration.

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

#### A. Director of Planning and Code Compliance.

(1) Duties and Powers. The Director of Planning and Code Compliance is authorized to administer this ordinance and shall have the following duties and powers:

- (a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- (b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
- (c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- (d) Keep records of all official actions such as:

1. All permits issued, inspections made, and work approved;
2. Documentation of certified lowest floor and regional flood elevations;
3. Floodproofing certificates.
4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
5. All substantial damage assessment reports for floodplain structures.
6. List of nonconforming structures and uses.

(e) Submit copies of the following items to the Department Regional office:

1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
2. Copies of case by case analyses and other required information.
3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.

(f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.

(g) Submit copies of amendments to the FEMA Regional office.

(2) Land Use Permit. A land use permit shall be obtained before any development; repair, modification or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the Director of Planning and Code Compliance shall include:

(a) General information.

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

(b) Site Development Plan. A site plan drawn to scale shall be submitted with the permit application form and shall contain:

1. Location, dimensions, area and elevation of the lot;
2. Location of the ordinary highwater mark of any abutting navigable waterways;
3. Location of any structures with distances measured from the lot lines and street center lines;
4. Location of any existing or proposed on site sewage systems or private water supply systems;

5. Location and elevation of existing or future access roads;

6. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;

7. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);

8. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of § 290-3 and § 290-4 are met; and

9. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to § 290-2 (A). This may include any of the information noted in § 290-3 (C) (1).

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

1. Zone A floodplains and in AE zones within which a floodway is not delineated:

(a) Hydrology

1. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, Hydrologic Analysis: Determination of Regional Flood Discharge.

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

i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.

ii. channel sections must be surveyed.

iii. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.

iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.

v. the most current version of HEC-RAS shall be used.

vi. a survey of bridge and culvert openings and the top of road is required at each structure.

vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.

viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.

ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

(c) Mapping. A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.

ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

## 2. Zone AE Floodplains

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

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

i. Duplicate Effective Model. The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated

that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

ii. Corrected Effective Model. The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.

iii. Existing (Pre-Project Conditions) Model. The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.

iv. Revised (Post-Project Conditions) Model. The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.

v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.

vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and topwidths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

(c) Mapping. Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.

ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.

iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.

iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.

vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.

vii. Both the current and proposed floodways shall be shown on the map.

viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

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

(3) Certificate of compliance. No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the Village of Hobart Planning and Code Compliance Officer, except where no permit is required, subject to the following provisions:

(a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;

(b) Application for such certificate shall be concurrent with the application for a permit;

(c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;

(d) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of § 290-7 E. are met.

(e) Where applicable pursuant to § 290-5 (A) (4), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.

(f) Where applicable pursuant to § 290-5 (A) (4), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by § 290-5 (A) (4).

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

B. Zoning agency.

(1) The Planning and Zoning Commission shall:

- (a) oversee the functions of the office of the Village of Hobart Planning and Code Compliance Officer; and
- (b) review and advise the governing body on all proposed amendments to this ordinance, maps and text.
- (c) publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place and subject of the public hearing.

(2) The Planning and Zoning Commission shall not:

- (a) grant variances to the terms of the ordinance in place of action by the Board of Adjustment/Appeals; or
- (b) amend the text or zoning maps in place of official action by the governing body.

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

(1) Powers and Duties. The Board of Appeals shall:

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

(2) Appeals to the Board.

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

(b) Notice and hearing for appeals, including variances.

1. Notice - The board shall:

- a. Fix a reasonable time for the hearing;
- b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing; and

c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

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

a. Resolve boundary disputes according to § 290-7 C. (3);

b. Decide variance applications according to § 290-7 C. (4); and

c. Decide appeals of permit denials according to § 290-7 D.

(c) Decision. The final decision regarding the appeal or variance application shall:

1. Be made within a reasonable time;

2. Be sent to the Department Regional office within 10 days of the decision;

3. Be a written determination signed by the chairman or secretary of the Board;

4. State the specific facts which are the basis for the Board's decision;

5. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and

6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

(3) Boundary Disputes. The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

(a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.

(b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and

(c) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to § 290-8 Amendments.

(4) Variance.

(a) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:

1. Literal enforcement of the ordinance will cause unnecessary hardship;

2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;



3. The variance is not contrary to the public interest; and

4. The variance is consistent with the purpose of this ordinance in § 290-1 (C).

(b) In addition to the criteria in subsection (a), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:

1. The variance shall not cause any increase in the regional flood elevation;

2. The applicant has shown good and sufficient cause for issuance of the variance;

3. Failure to grant the variance would result in exceptional hardship;

4. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;

5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

(c) A variance shall not:

1. Grant, extend or increase any use prohibited in the zoning district;

2. Be granted for a hardship based solely on an economic gain or loss;

3. Be granted for a hardship which is self created.

4. Damage the rights or property values of other persons in the area;

5. Allow actions without the amendments to this ordinance or map(s) required in s. § 290-8 Amendments; and

6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

(d) When a floodplain variance is granted the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

D. To review appeals of permit denials.

(1) The Zoning Agency (§ 290-7 B. or Board shall review all data related to the appeal. This may include:

(a) Permit application data listed in § 290-7 A. (2);

(b) Floodway/floodfringe determination data in § 290-5 A. (5);

(c) Data listed in § 290-3 (C) (1) (b) where the applicant has not submitted this information to the Village of Hobart Planning and Code Compliance Officer; and

(d) Other data submitted with the application or submitted to the Board with the appeal.

(2) For appeals of all denied permits the Board shall:

- (a) Follow the procedures of § 290-7 C.;
- (b) Consider zoning agency recommendations; and
- (c) Either uphold the denial or grant the appeal.

(3) For appeals concerning increases in regional flood elevation the Board shall:

- (a) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of § 290-8 Amendments; and
- (b) Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

#### E. Floodproofing standards.

(1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in § 290-2, § 290-3, § 290-4 or § 290-5 (A).

(2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:

- (a) certified by a registered professional engineer or architect; or
- (b) meeting or exceeding the following standards:

1. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
2. the bottom of all openings shall be no higher than one-foot above grade; and
3. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(3) Floodproofing measures shall be designed, as appropriate, to:

- (a) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
- (b) Protect structures to the flood protection elevation;
- (c) Anchor structures to foundations to resist flotation and lateral movement;
- (d) Minimize or eliminate infiltration of flood waters;
- (e) Minimize or eliminate discharges into flood waters;
- (f) Placement of essential utilities to or above the flood protection elevation; and

(g) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
4. The use must be limited to parking, building access or limited storage.

#### F. Public Information.

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

#### § 290-8. Amendments.

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with § 290-8 (A).

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with § 290-8 (A). Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with § 290-8 (A)

A. General. The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in § 290-8 (B) below. Actions which require an amendment to the ordinance and/ or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in § 290-1 (E) (2) (b);
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;

(5) Correction of discrepancies between the water surface profiles and floodplain maps;

(6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and

(7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

B. Procedures. Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities and villages. The petitions shall include all data required by § 290-5 (A) (5) and § 290-7 A. (2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

(1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities and villages.

(2) No amendments shall become effective until reviewed and approved by the Department.

(3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

#### § 290-9. Enforcement and Penalties.

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

#### § 290-10. Definitions.

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

#### A ZONES

Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

#### AH ZONE

See "AREA OF SHALLOW FLOODING".

#### AO ZONE

See "AREA OF SHALLOW FLOODING".

#### ACCESSORY STRUCTURE OR USE

A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.

**ALTERATION**

An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

**AREA OF SHALLOW FLOODING**

A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

**BASE FLOOD**

Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

**BASEMENT**

Any enclosed area of a building having its floor sub-grade on all sides.

**BREAKAWAY WALL**

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

**BUILDING**

See STRUCTURE.

**BULKHEAD LINE**

A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

**CAMPGROUND**

Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.

**CAMPING UNIT**

Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

**CERTIFICATE OF COMPLIANCE**

A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

**CHANNEL**

A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

**CRAWLWAYS or CRAWL SPACE**

An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

DECK

An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.

DEPARTMENT

The Wisconsin Department of Natural Resources.

DEVELOPMENT

Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

DRYLAND ACCESS

A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

ENCROACHMENT

Any fill, structure, equipment, use or development in the floodway.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The federal agency that administers the National Flood Insurance Program.

FLOOD INSURANCE RATE MAP (FIRM)

A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

FLOOD or FLOODING

A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- The overflow or rise of inland waters;
- The rapid accumulation or runoff of surface waters from any source;
- The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
- The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

FLOOD FREQUENCY

The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.

FLOODFRINGE

That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.



**FLOOD HAZARD BOUNDARY MAP**

A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

**FLOOD INSURANCE STUDY**

A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

**FLOODPLAIN**

Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.

**FLOODPLAIN ISLAND**

A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

**FLOODPLAIN MANAGEMENT**

Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

**FLOOD PROFILE**

A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

**FLOODPROOFING**

Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

**FLOOD PROTECTION ELEVATION**

An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: FREEBOARD.)

**FLOOD STORAGE**

Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

**FLOODWAY**

The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

**FREEBOARD**

A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

HABITABLE STRUCTURE

Any structure or portion thereof used or designed for human habitation.

HEARING NOTICE

Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

HIGH FLOOD DAMAGE POTENTIAL

Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

HIGHEST ADJACENT GRADE

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE

Any structure that is either:

- Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

INCREASE IN REGIONAL FLOOD HEIGHT

A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

LAND USE

Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

LOWEST ADJACENT GRADE

Elevation of the lowest ground surface that touches any of the exterior walls of a building.

LOWEST FLOOR

The lowest floor of the lowest enclosed area (including basement). An enclosed space as provided in § 290-5 (C) (2) (f), is not considered the building's lowest floor;

MAINTENANCE

The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.

**MANUFACTURED HOME**

A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

**MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION**

A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

**MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING**

A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

**MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING**

The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.

**MOBILE RECREATIONAL VEHICLE**

A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

**MODEL, CORRECTED EFFECTIVE**

A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

**MODEL, DUPLICATE EFFECTIVE**

A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

**MODEL, EFFECTIVE**

The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

**MODEL, EXISTING (PRE-PROJECT)**

A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

**MODEL, REVISED (POST-PROJECT)**

A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.

**MUNICIPALITY or MUNICIPAL**

The county, city or village governmental units enacting, administering, and enforcing this zoning ordinance.

NAVD or NORTH AMERICAN VERTICAL DATUM

Elevations referenced to mean sea level datum, 1988 adjustment.

NGVD or NATIONAL GEODETIC VERTICAL DATUM

Elevations referenced to mean sea level datum, 1929 adjustment.

NEW CONSTRUCTION

Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.

NON-FLOOD DISASTER

A fire or an ice storm, tornado, windstorm, mudslide or other destructive act of nature, but excludes a flood.

NONCONFORMING STRUCTURE

An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

NONCONFORMING USE

An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

OBSTRUCTION TO FLOW

Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

OFFICIAL FLOODPLAIN ZONING MAP

That map, adopted and made part of this ordinance, as described in § 290-1 (5) (2), which has been approved by the Department and FEMA.

OPEN SPACE USE

Those uses having a relatively low flood damage potential and not involving structures.

ORDINARY HIGHWATER MARK

The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

PERSON

An individual, or group of individuals, corporation, partnership, association, municipality or state agency.

PRIVATE SEWAGE SYSTEM

A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.

PUBLIC UTILITIES

Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.

#### REASONABLY SAFE FROM FLOODING

Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

#### REGIONAL FLOOD

A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

#### START OF CONSTRUCTION

The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

#### STRUCTURE

Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

#### SUBDIVISION

Has the meaning given in s. 236.02(12), Wis. Stats.

#### SUBSTANTIAL DAMAGE

Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

#### SUBSTANTIAL IMPROVEMENT

Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

#### UNNECESSARY HARDSHIP

Where special conditions affecting a particular property, which were not self created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

VARIANCE

An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

VIOLATION

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

WATERSHED

The entire region contributing runoff or surface water to a watercourse or body of water.

WATER SURFACE PROFILE

A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

WELL

Means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

**Section 2:** Any Ordinance or parts thereof, inconsistent herewith are hereby repealed.

**Section 3.** This Ordinance shall be published as required by law after passage by the Village Board.

Passed and approved this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Richard Heidel, Village President

Attest:

\_\_\_\_\_  
Aaron Kramer, Village Administrator

\*\*\*

I, Katrina Bruecker, am the duly qualified and acting Village Clerk of the Village of Hobart, Brown County, Wisconsin. I hereby certify that the aforementioned is a true and exact reproduction of the original ordinance or resolution adopted by the Village Board.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on May 16<sup>th</sup> 2023.

(Seal)

\_\_\_\_\_  
Katrina Bruecker, Village Clerk-Treasurer



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Page: 1

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 5/16/2023

From Account:

Thru: 5/16/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
58021	5/16/2023	ASHWAUBENON AUTO REPAIR LLC MULTIPLE INVOICES - SQUADS	109.57
58022	5/16/2023	BAYLAND BUILDINGS PAY REQUEST #2 FIRE STATION	216,853.75
58023	5/16/2023	BRIAN RUECHEL ACCOUNTING APRIL	7,182.00
58024	5/16/2023	BROWN COUNTY JAIL BARTON, STEFFY 4/16/23 HLPD23-503303	40.00
58025	5/16/2023	BROWN COUNTY TREASURER - COURT PAYMENTS APRIL FINES & SURCHARGES COURT	1,288.80
58026	5/16/2023	CHARTER COMMUNICATIONS / SPECTRUM FIBER INTERNET & IP ADDRESSES	615.00
58027	5/16/2023	COUNTY RESCUE SERVICES MUNICIPAL CONTRACT 2023	136,400.00
58028	5/16/2023	CULLIGAN GREEN BAY FIRE STATION SOFTENER	55.90
58029	5/16/2023	DAN VANLANEN UNIFORM EXPENSE	71.12
58030	5/16/2023	DIVERSIFIED BENEFIT SERVICES INC. 105-HRA HEALTH REIMBURSEMENT ADMIN SERVI	99.00
58031	5/16/2023	ERC INC MONTHLY EAP SERVICES	258.33
58032	5/16/2023	FOX VALLEY TECHNICAL COLLEGE SARAH MANNING 700326946	295.00
58033	5/16/2023	GFL - GFL SOLID WASTE MIDWEST LLC REFUSE & RECYCLING COLLECTION APRIL	24,248.55
58034	5/16/2023	GREEN BAY WATER UTILITY PURCHASED WATER APRIL	36,572.68
58035	5/16/2023	HANAWAY ROSS LAW FIRM MUNICIPAL PROSECUTION APRIL	2,425.57
58036	5/16/2023	HSBS EWD EVIDENCE DRAWS GUARANTOR ID 480013	93.00
58037	5/16/2023	IRON MOUNTAIN SHREDDING ALL DEPARTMENTS	68.46
58038	5/16/2023	KATIE SCHAUER REFUND OVERPAYMENT CITATION 38217695	222.14
58039	5/16/2023	LILY NEUMEISTER REFUND PARK DEPOSIT 5-7-2023	175.00

5/10/2023

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Page: 2

ALL Checks

ACCT

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Dated From: 5/16/2023

From Account:

Thru: 5/16/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
58040	5/16/2023	MARCO TECHNOLOGIES LLC CONTRACT BASE RATE SHARP/MX-4071	297.01
58041	5/16/2023	MARISSA KOCKEN REFUND PARK DEPOSIT 5-6-2023	175.00
58042	5/16/2023	MULTI MEDIA CHANNELS LLC PUBLICATION FLOOD ORD & GATEWAY ESTATES	336.68
58043	5/16/2023	NSIGHT TELSVCES ALL PHONE LINES / BUILDINGS	683.28
58044	5/16/2023	PACKERLAND VETERINARY CENTER LTD SHORTHAIK CAT HB224	360.00
58045	5/16/2023	SECURIAN FINANCIAL GROUP INC LIFE INSURANCE PREMIUMS JUNE	672.60
58046	5/16/2023	SHONNA DANFORTH REFUND PARK DEPOSIT MINUS RENTAL FEE	65.00
58047	5/16/2023	STATE OF WISCONSIN COURT FINES & SURCHARGES MONTHLY FINES & SURCHARGES - APRIL	3,094.12
58048	5/16/2023	TECHNOLOGY ARCHITECTS INC. MICROSOFT OFFICE 365 QTR PLAN	8.30
58049	5/16/2023	UNIFORM SHOPPE MULTIPLE INVOICES POLICE	191.95
58050	5/16/2023	VON BRIESEN & ROPER S.C. ATTORNEYS AT LAW MULTIPLE INVOICES	3,969.50
58051	5/16/2023	WI DEPT OF JUSTICE - CIB TIME TIME ACCESS NON-TRAD TIER 1	375.00
58052	5/16/2023	WI DEPT OF JUSTICE - CRIME INFORMATION BUREAU BACKGROUND CHECKS - 7	49.00
58053	5/16/2023	WPS MULTIPLE INVOICES / METERS	13,823.75
JERRY - VISA	5/16/2023	AMAZON - VISA POWER SUPPLY	59.58
		Manual Check	
JERRY - VISA	5/16/2023	FIRE HOSE DIRECT - VISA 2-STORTZ WRENCHES WITH HOLDERS	365.02
		Manual Check	
JERRY - VISA	5/16/2023	AMAZON - VISA BUNKER GEAR LAUNDRY DETERGENT	126.56
		Manual Check	
JERRY - VISA	5/16/2023	CARPARTS - VISA 2020 DODGE TAIL LIGHT	55.37
		Manual Check	
JERRY - VISA	5/16/2023	AMAZON - VISA HUSKY LINERS WEATHERBEATER	84.98
		Manual Check	

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Page: 3

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 5/16/2023

From Account:

Thru: 5/16/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
<b>Grand Total</b>			<b>451,866.57</b>

5/10/2023 1:03 PM

Check Register - Quick Report - ALL

Page: 4

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 5/16/2023

From Account:

Thru: 5/16/2023

Thru Account:

Amount

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Total Expenditure from Fund # 001 - General Fund	187,822.90
Total Expenditure from Fund # 002 - Water Fund	40,581.75
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	2,244.67
Total Expenditure from Fund # 004 - Capital Projects Fund	216,853.75
Total Expenditure from Fund # 007 - Storm Water Fund	1,197.00
Total Expenditure from Fund # 008 - TID #1 Fund	1,554.50
Total Expenditure from Fund # 009 - TID #2 Fund	1,197.00
Total Expenditure from Fund # 010 - Parks & Recreation	415.00
Total Expenditure from all Funds	451,866.57



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

**Date/Time: Tuesday May 2<sup>nd</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 and Tammy Zittlow were present. Tim Carpenter was excused.
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: Heidel SECOND: Koepke VOTE: 4-0
3. Pledge of Allegiance - Those present recited the Pledge of Allegiance.

### **4. PUBLIC HEARINGS** - None

**5. CONSENT AGENDA** - A. Payment of Invoices; B. VILLAGE BOARD: Minutes of April 18th 2023 (Regular), April 27th 2023 (Special), November 1st 2019 (Corrected) and December 17th 2019 (Corrected) ACTION: To approve the Consent Agenda MOTION: Dillenburg SECOND: Zittlow VOTE: 4-0

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

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

**A. DISCUSSION AND ACTION – Resolution 2023-10 (A RESOLUTION ESTABLISHING AN AGREEMENT BETWEEN THE VILLAGE OF HOBART AND ASSOCIATED TRUST COMPANY, N.A.)** - This resolution will allow for the Village to invest some of its financial assets with Associated Trust Company, with the goal of increasing our investment income. ACTION: To approve Resolution 2023-10 MOTION: Heidel SECOND: Zittlow VOTE: 4-0

**B. PRESENTATION – Police Officer Commendation** – Police Chief Michael Renkas presented the commendation to Officer Zachary Cambray.

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

Village Administrator Aaron Kramer informed the Board that the Park and Rec Committee (May 9<sup>th</sup>) will meet next week, and the Public Works and Utilities Advisory Committee will meet on May 15<sup>th</sup>. He said the Planning and Zoning Commission and Site Review Committee are still in the process of being scheduled.

### **9. COMMITTEE REPORTS AND ACTIONS** - None

### **10. OLD BUSINESS**

**A. DISCUSSION AND ACTION – Ordinance 2023-08 (AN ORDINANCE TO AMEND SECTION 12 (NUMBER OF ANIMALS LIMITED) OF ARTICLE III (LICENSING AND REGULATION OF ANIMALS) OF CHAPTER 102 (ANIMALS) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN** - The purpose of this ordinance is to amend the Municipal Code to create a process for a resident, on a parcel of less than 2 ½ acres, to exceed the current limit of two dogs in the Municipal Code. This is the second reading of the Ordinance. ACTION: To approve Ordinance 2023-08 MOTION: Heidel SECOND: Zittlow VOTE: 4-0

### **11. NEW BUSINESS**

**A. DISCUSSION AND ACTION – 2022 Audit** - Elizabeth McMasters, CPA from CLA/CliftonLarsonAllen LLP will present the audit report. ACTION: To accept and approve the 2022 Audit and place it in the record MOTION: Heidel SECOND: Koepke VOTE: 4-0



**B. DISCUSSION AND ACTION – Amended 2023 Budget** – Kramer presented the amended budgets for the General Fund, Water Fund, Sanitary Sewer Fund, Storm Water Fund, Tax Increment District (TID) #1 and Tax Increment District (TID) #2. ACTION: To approve the amended budgets MOTION: Heidel SECOND: Zittlow VOTE: 4-0

**C. DISCUSSION AND ACTION – Auctioning of Two Police Department Vehicles** - Staff was asking for authorization to sign a contract with Auction Associates Inc., to sell two (2) police vehicles that are being removed from the fleet. ACTION: To approve the contract with Auction Associates MOTION: Dillenburg SECOND: Koepke VOTE: 4-0

**D. DISCUSSION AND ACTION - Packerland and Grant Intergovernmental Agreement** - In late January, the Village of Ashwaubenon was approached by the Brown County Highway Department with an Intergovernmental Agreement for the Village of Ashwaubenon to cost share 10% of the cost of the design and construction of the Packerland and Grant Roundabout. 80% of the project is being funded through a STP-Urban Grant. In the proposed Intergovernmental Agreement, the County is splitting the remaining 20% 50/50 with County/Ashwaubenon. Ashwaubenon is now proposing the option of Lawrence and Hobart also sharing the cost. The proposed cost split for Ashwaubenon, Hobart, and Lawrence would be the \$186,170 Municipal share. ACTION: To approve Hobart's participation in the Intergovernmental Agreement, with a ceiling of \$62,057.00 being the Village's financial contribution to the project MOTION: Heidel SECOND: Dillenburg VOTE: 4-0

**E. DISCUSSION AND ACTION – Brown County Intergovernmental 2023 Property Tax Bill Agreement** - Staff would recommend approving the agreement, choosing Option A (where the County mails tax bills for the municipality). ACTION: To approve the agreement MOTION: Heidel SECOND: Zittlow VOTE: 4-0

At this time, the Board took a tour of the Village Office and was presented with the proposed realignment of several of the Village Office.

**F. DISCUSSION AND ACTION – Conference Room Audio-Visual Upgrade Purchase** - Staff is recommending approval of the proposed upgrade of the conference room (which is being located within the Village Office) with a number of AV items. The cost of the proposal (\$5,887.73) would come from the 2023 General Fund Contingency Fund. ACTION: To approve the upgrade MOTION: Dillenburg SECOND: Koepke VOTE: 4-0

**G. DISCUSSION AND ACTION – Village Office Remodeling and Upgrade** - Staff discussed the proposal for a realignment of the Village Office and office upgrades. No action was taken.

**H. DISCUSSION AND ACTION – Motion to Rescind** - The Board is being asked to rescind the motion of April 18<sup>th</sup> to approve Ordinance 2023-06 (AN ORDINANCE CREATING ARTICLE XXXV (PI PUBLIC INSTITUTIONAL DISTRICT) IN CHAPTER 295 (ZONING) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) due to the public hearing not being published by the Press-Times. A new public hearing will be held at the May 16<sup>th</sup> Board meeting. ACTION: To rescind the motion approving Ordinance 2023-06 MOTION: Dillenburg SECOND: Heidel VOTE: 4-0

**I. DISCUSSION AND ACTION – Motion to Rescind** - The Board is being asked to rescind the motion of April 18<sup>th</sup> to approve Ordinance 2023-07 (AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 290 (FLOODPLAIN ZONING) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) due to the public hearing not being published by the Press-Times. A new public hearing will be held at the May 16<sup>th</sup> Board meeting. ACTION: To rescind the motion approving Ordinance 2023-07 MOTION: Dillenburg SECOND: Koepke VOTE: 4-0

**J. DISCUSSION AND ACTION – Fire Station Project Change Order #1** - The change order (\$20,641.08) is due to changes to storm design based on final approved civil designs. The change order will be financed from excess bond proceeds (\$55,195). Brian Peters (Bayland Buildings) was present to discuss the change order. ACTION: To approve the change order MOTION: Dillenburg SECOND: Zittlow VOTE: 4-0

**K. DISCUSSION - Items for future agenda consideration or Committee assignment** – None

ACTION (7:36 PM): To take a 10-minute recess prior to the closed session MOTION: Heidel SECOND: Koepke VOTE: 4-0

**L. ADJOURN to CLOSED SESSION (7:49 PM)** – ACTION: To go into 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, 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: Dillenburg VOTE: 4-0

**M. CONVENE into open session (8:55 PM) – MOTION: Dillenburg SECOND: Zittlow VOTE: 4-0**

**N. ACTION from closed session - None**

**12. ADJOURN (8:56 PM) – MOTION: Heidel SECOND: Zittlow VOTE: 4-0**

Submitted by Aaron Kramer, Village Administrator



**Village of Hobart Parks & Recreation Committee Minutes**  
**Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI**  
**Thursday, October 27, 2022 – 5:00 pm**

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**1. Call to Order, Roll Call:**

The meeting was called to order by Mary Jane Hemmy at 5:02pm. Roll call: Mary Jane Hemmy (Chairperson), aye; Laura Lear (Vice Chairperson), aye; Elizabeth Danner, aye; Michael Hoeft, aye; Jane Jerzak, excused; Tammy Zittlow (Alternate), aye.

**2. Verify/Modify/Approve Agenda:**

Motion by Liz Danner, seconded by Mike Hoeft, to approve the agenda as presented. The motion passed unanimously.

**3. Public Comment on Non-Agenda Items**

None.

**4. Approval of Parks & Recreation Committee Minutes:**

Motion by Mike Hoeft, seconded by Laura Lear, to approve the September 29, 2022 minutes as presented. The motion passed unanimously.

**5. Bike Trail from Trenty Trail to Brookwood Circle:**

Mary Jane Hemmy abstained from this agenda item due to a conflict of interest.

The committee was provided with correspondence from residents regarding this agenda item.

Motion by Tammy Zittlow, second by Mike Hoeft, to suspend the rules and open the meeting to the public at 5:13pm. The motion passed unanimously.

The following residents made comments:

- Natalie Coffman – 4110 Trenty Trail
- Anna Schultz – 4150 Trenty Trail
- Ryan Schumacher – 4130 Trenty Trail
- Chad Roffers – 4115 Trenty Trail
- Josephine Birdwell – 757 Brookwood Circle
- Ben Goeben – 750 Brookwood Circle
- Joy Goeben – 750 Brookwood Circle
- Ryan Freckmann – 765 Brookwood Circle

Motion by Liz Danner, second by Mike Hoeft, to return to normal order at 5:37pm. The motion passed unanimously.

The committee discussed the proposed trail and an alternative option along Trout Creek Road from Trenty Trail to Blackberry Ridge Drive. The committee requested more information regarding all of the trail projects they had previously prioritized to compare to the requested trail prior to making a recommendation to the Village Board. Staff will compile the requested information and schedule another meeting.

**6. Items for Future Agendas/Scheduling of the Next Committee Meeting:**

None.

**7. Adjourn:**

Motion by Laura Lear, second by Liz Danner, to adjourn at 6:01pm. The motion passed unanimously.



**Village of Hobart Planning & Zoning Committee Minutes**  
**Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI**  
**Wednesday, April 12, 2023 – 5:30 pm**

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**1. Call to Order, Roll Call:**

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

**2. Verify/Modify/Approve Agenda:**

Motion by Tom Dennee, seconded by Bob Ross, to approve the agenda as presented. All in favor. Motion carried.

**3. Approval of Planning & Zoning Minutes:**

Motion by Bob Ross, seconded by Jeff Ambrosius, to approve the March 8, 2023 minutes as presented. All in favor. Motion carried.

**4. Public Comment on Non-Agenda Items:**

Comments made by the following residents:

- Ben Manders, 1439 Lear Lane, Hobart, WI 54115
- Daniel Diedrick, 521 Fernando Drive, Hobart, WI 54115

**5. Consider a two lot CSM dividing one parcel into two separate parcels of 3.00 acres and 2.00 acres (4313 Hillcrest Dr., HB-583-2):**

Director of Planning & Code Compliance, Todd Gerbers, presented the proposed CSM to the committee.

The commission members discussed the application.

Motion by Tom Dennee, seconded by David Johnson to recommend approval of the CSM as presented to the Village Board. All in favor. Motion carried.

**6. Rezoning of Parcels HB-479-3 and HB-579-6 (4482 Forest Road) from R-2: Residential District to R-2-R: Rural Residential District:**

Director of Planning & Code Compliance, Todd Gerbers, presented the rezoning application to the committee.

Comments made by the following residents:

- Judith Knilans, Property Owner of 4482 Forest Rd., Hobart, WI 54155
- Annette King, 4493 Forest Road, Hobart, WI 54155
- Kevin Lambert, 4496 Forest Road, Hobart, WI 54155
- Sigurdur Witt, 4606 Crooked Creek Lane, Hobart, WI 54155
- Donna Severson, 362 Crosse Point Court, Hobart, WI 54155

The committee discussed the rezoning application.

Motion made by Dave Dillenburg, seconded by Tom Dennee to recommend approval to the Village Board. All in favor. Motion carried.

**7. Consider an ordinance amending Chapter 295-143 (Legal Description) of the PDD #2 – Zoning District of the Village Municipal Code:**

Director of Planning & Code Compliance, Todd Gerbers, presented the committee with the proposed amendment.

Comments made by the following residents:

- Ben Manders, 1439 Lear Lane, Hobart, WI 54115
- Daniel Diedrick, 521 Fernando Drive, Hobart, WI 54115

The committee members discussed.

Motion by Jeff Ambrosius, seconded by Tom Dennee to recommend approval to the Village Board. All in favor. Motion carried.

**8. Consider an ordinance to replace Chapter 290 – Floodplain Zoning of the Village Municipal Code to make it compliant with FEMA regulations and state statutes:**

Director of Planning & Code Compliance, Todd Gerbers, presented the committee with the proposed ordinance.

The committee members discussed.

Motion by Tom Dennee, seconded by Bob Ross to recommend approval to the Village Board. All in favor. Motion carried.

**9. Adjourn:**

Motion by Dave Dillenburg, seconded by Jeff Ambrosius, to adjourn at 6:39pm. All in favor. Motion carried.



VILLAGE OF  
**HOBART**  
 GREATNESS IS GROWING  
**MEMORANDUM**



**TO:** Village Board of Trustees  
**FROM:** Katrina Bruecker, Clerk-Treasurer  
**RE:** 2023-2024 Liquor & Cigarette License Applications  
**DATE:** May 16, 2023

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**BACKGROUND**

All Liquor and Cigarette Licenses expire June 30th of each year and the new licenses take effect July 1st. I contacted each owner / agent in April regarding the renewals and they have submitted the required paperwork to complete the process.

Background checks are being completed by the Hobart / Lawrence Police Department. We have not received any correspondence regarding any outstanding liquor/ beer distributor bills. Should there be any correspondence from a supplier; we will withhold the license until the outstanding invoices are paid.

Class "B" fermented malt beverage & "Class B" Liquor License:

1. D2 of Hobart – 530 Larson Orchard Parkway, Hobart WI  
Agent: Howard Johnston – 2743 St. Ann Drive, Green Bay WI
2. Fleet & Alice's Gas Light Inn - 915 Edgar Drive, Hobart WI  
Agent: David P. Jordan - 915 Edgar Drive, Hobart, WI
3. Thornberry Creek at Oneida - 4470 N. Pine Tree Road, Hobart WI  
Agent: Lily Jones – 2611 Newberry Avenue, Green Bay WI
4. Long Drive Inn – 897 Riverdale Drive, Hobart WI  
Agent: Thomas Jackson – 2693 E. River Drive, Green Bay WI
5. White Eagle Bar & Grill LLC - 2994 W. Service Road, Hobart WI  
Agent: Wayne D. Metoxen - 254 Florist Drive, Hobart WI

Class "B" fermented malt beverage:

1. Scott's Subs Hobart – 550 Centennial Centre Boulevard  
Agent: Heather Leonard – 565 Sunlite Drive, Hobart WI

Temporary Class B "Picnic" License:

1. Hobart Volunteer Firefighters Association – August 26, 2023 at 4 Seasons Park

Cigarette & Tobacco License:

1. Jimmy O's Golf Shop – 897 Riverdale Drive, Hobart WI
2. Thornberry Creek at Oneida – 4470 N. Pine Tree Road, Hobart WI

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**RECOMMENDATION**

No action required. This is just an announcement of those who have applied for the 2023-2024 license year.

V I L L A G E O F  
**HOBART**  
 GREATNESS IS GROWING  
**MEMORANDUM**



**TO:** Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** Village Investment Portfolio  
**DATE:** May 16, 2023

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<b>INVESTMENTS</b>	
<b>LOCATION</b>	<b>TOTAL</b>
Associated Bank:	\$ 6,636,449.94
ADM:	\$ 2,643,474.49
PMA:	\$ 9,573,315.37
WI LGIP:	\$ 1,768,370.69
<b>TOTAL:</b>	<b>\$ 20,621,610.49</b>

<b>Associated Bank</b>	
<b>NAME</b>	<b>TOTAL</b>
Checking	\$ 250,280.90
Sweep	\$ 6,386,169.04

<b>PMA</b>	
<b>NAME</b>	<b>TOTAL</b>
Debt Service	\$ 316,460.72
Taxable	\$ 35,111.93
Southwind - TID No. 2	\$ 13,569.58
2021 Bond Issue #1	\$ 79.31
2021 Bond Issue #2	\$ 32,858.79
GO Prom Notes Series 2022	\$ 895,440.63
Fire Station	\$ 4,838,305.77
Gateway Estates	\$ 3,441,488.64

<b>LGIP</b>	
<b>NAME</b>	<b>TOTAL</b>
General (State Aid/Revenue)	\$ 1,090,076.23
Sewer Replacement (CMAR)	\$ 130,361.03
Escrow (ARPA)	\$ 547,933.43

<b>ADM</b>	
<b>NAME</b>	<b>TOTAL</b>
General Account	\$ 255,000.00

Water Fund	\$	249,458.56
Capital Projects Fund	\$	597,862.58
Debt Service Fund	\$	99,465.64
Storm Water Fund	\$	498,664.11
TID #1 Fund	\$	744,301.90
TID #2 Fund	\$	198,721.70



**TO: Planning & Zoning Commission**

**RE: Consider Final Plat for Gateway Estates  
Subdivision, Parcels HB-350 & HB-357, S. Pine Tree Rd. &  
Orlando Dr.**

**FROM: Todd Gerbers, Director of Planning & Code Compliance**

**DATE: May 10, 2023**

**ISSUE:** Review and discuss proposed 58 lot, residential, final plat, HB-350 & HB-357

**RECOMMENDATION:** Staff recommends approval

### **GENERAL INFORMATION**

1. Owner: Lexington Homes, Inc.
2. Agent(s)/Petitioner(s): Troy Hewitt / Robert E. Lee & Associates, Inc.
3. Parcel(s): HB-350 & HB-357
4. Present Zoning: PDD #2: Orlando / Packerland Planned Development District

### **ZONING REQUIREMENTS**

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 final plat that would have 58 residential lots, and 4 Outlots (largely for storm water and environmental sensitive areas).

By ordinance all single family lots shall have a minimum of 70 of lot width and 8,400 square feet of lot area. There are some lots located along the interior curve of the proposed roadway or along the bulb of the cul-de-sac that are shown to have less than the 70 feet at the front property line. However, they are compliant with the Village Code as the definition of lot width is stated as “*The horizontal distance between the side lot lines of a lot, measured at the narrowest width within the first 30 feet of lot depth immediately in back of the front yard setback line*”. Based on the definition, these lots will all meet and exceed the 70 foot lot width as required in this zoning district.

Public access into this subdivision will be from a new public roadway leading from S. Pine Tree Rd.

This request is for the final plat and is very close to the preliminary plat with the only revisions being for utility and landscape easements and minor relocation of interior lot lines. There is no change to the roadway layout or total number of lots from what was submitted with the preliminary plat.

### **RECOMMENDATION/CONDITIONS**

Staff recommends approval of this Final Plat for Gateway Estates as submitted.

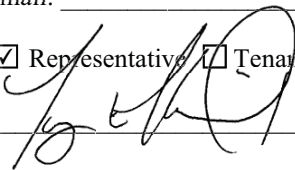




- Rezoning Review
- Conditional Use Permit Review
- Planned Development Review
- CSM/Plat Review

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: TROY HEWITT Date: 4/20/2023  
 Petitioner's Address: 1250 CENTENNIAL CENTRE BLVD City: HOBART State: WI Zip: 54155  
 Telephone #: 920-662-9641 Email: thewitt@releeinc.com  
 Status of Petitioner (Please Check):  Owner  Representative  Tenant  Prospective Buyer  
 Petitioner's Signature (required):  Date: 4/20/2023

**OWNER INFORMATION**

Owner(s): LEXINGTON HOMES Date: 4/20/2023  
 Owner(s) Address: 1256 CENTENNIAL CENTRE BLVD City: HOBART State: WI Zip: 54155  
 Telephone #: (920) 662-1611 Email: jmarlow@lexingtonneighborhoods.com  
 Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

**Property Owner Consent: (required)**

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

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SITE INFORMATION**

Address/Location of Proposed Project: ORLANDO DR & S PINE TREE RD Parcel #: HB-350 / HB-357  
 Proposed Project Type: SUBDIVISION PLAT  
 Current Use of Property: AG/WOODED Zoning: PDD #2  
 Land Uses Surrounding Site:  
 North: COMMERCIAL  
 South: RESIDENTIAL  
 East: RESIDENTIAL  
 West: AG

**\*\*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**



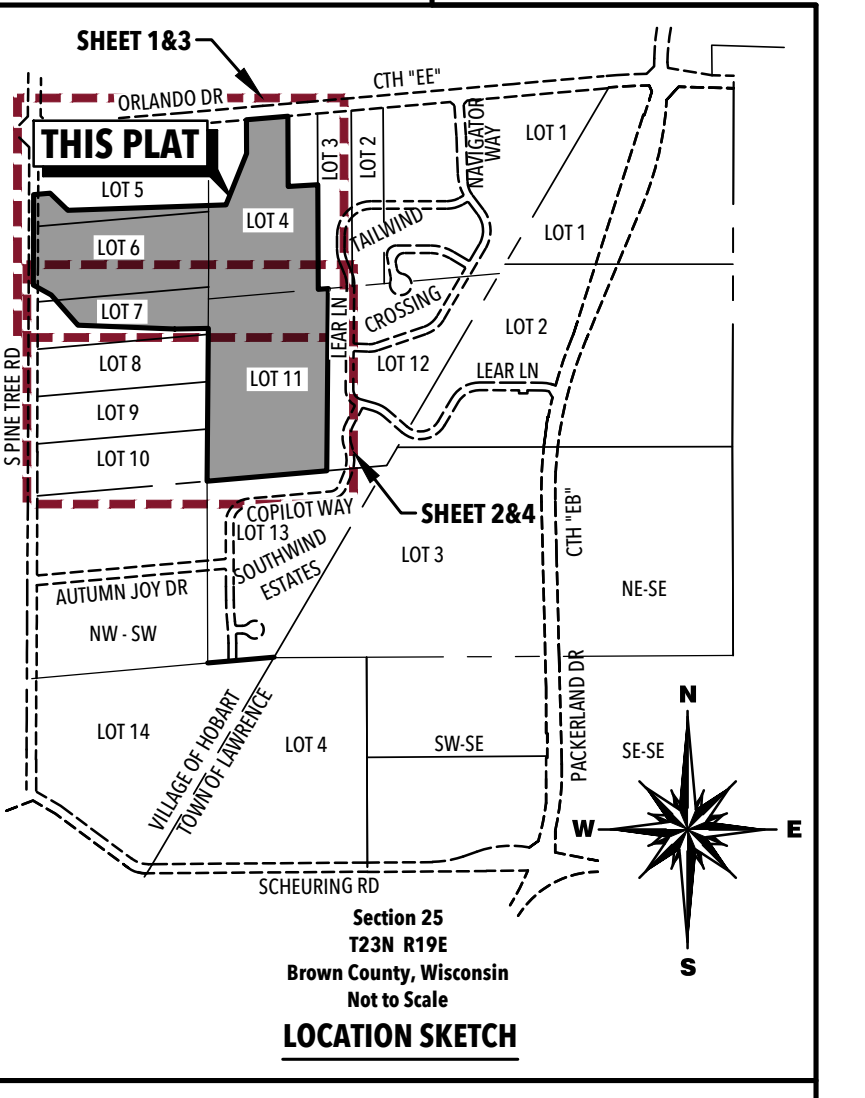
# GATEWAY ESTATES

## PLANNED DEVELOPMENT DISTRICT

ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4, 5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

**PLATTED AREA DEDICATED TO THE PUBLIC**  
236,937 Square Feet  
5.485 Acres

**PARCEL ID**  
HB-350  
HB-357

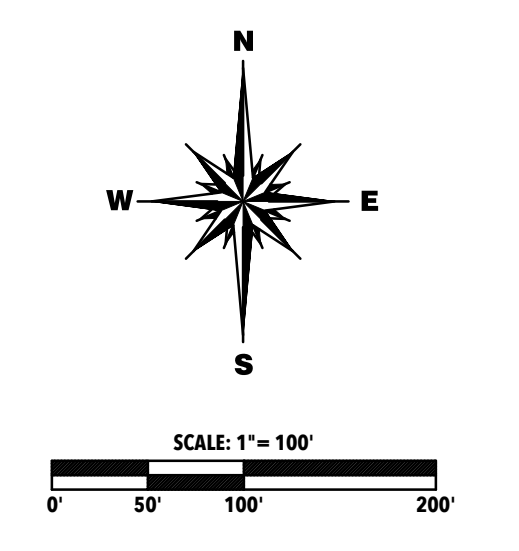


There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration

- LEGEND**
- Set 2.375" outside diameter x 30" iron pipe min. wt. 3.65 lb./lin. ft.
  - Existing 1" iron pipe
  - Existing 2" iron pipe
  - PLSS monument as noted
  - Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2023
  - Environmentally sensitive area (ESA)
  - 100 Year floodplain based upon flood study prepared by Robert E. Lee & Associates, Inc. and submitted to the Wisconsin Department of Natural Resources on 6/6/2023
  - Floodway



All other lot corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.38 lbs./lin. ft.

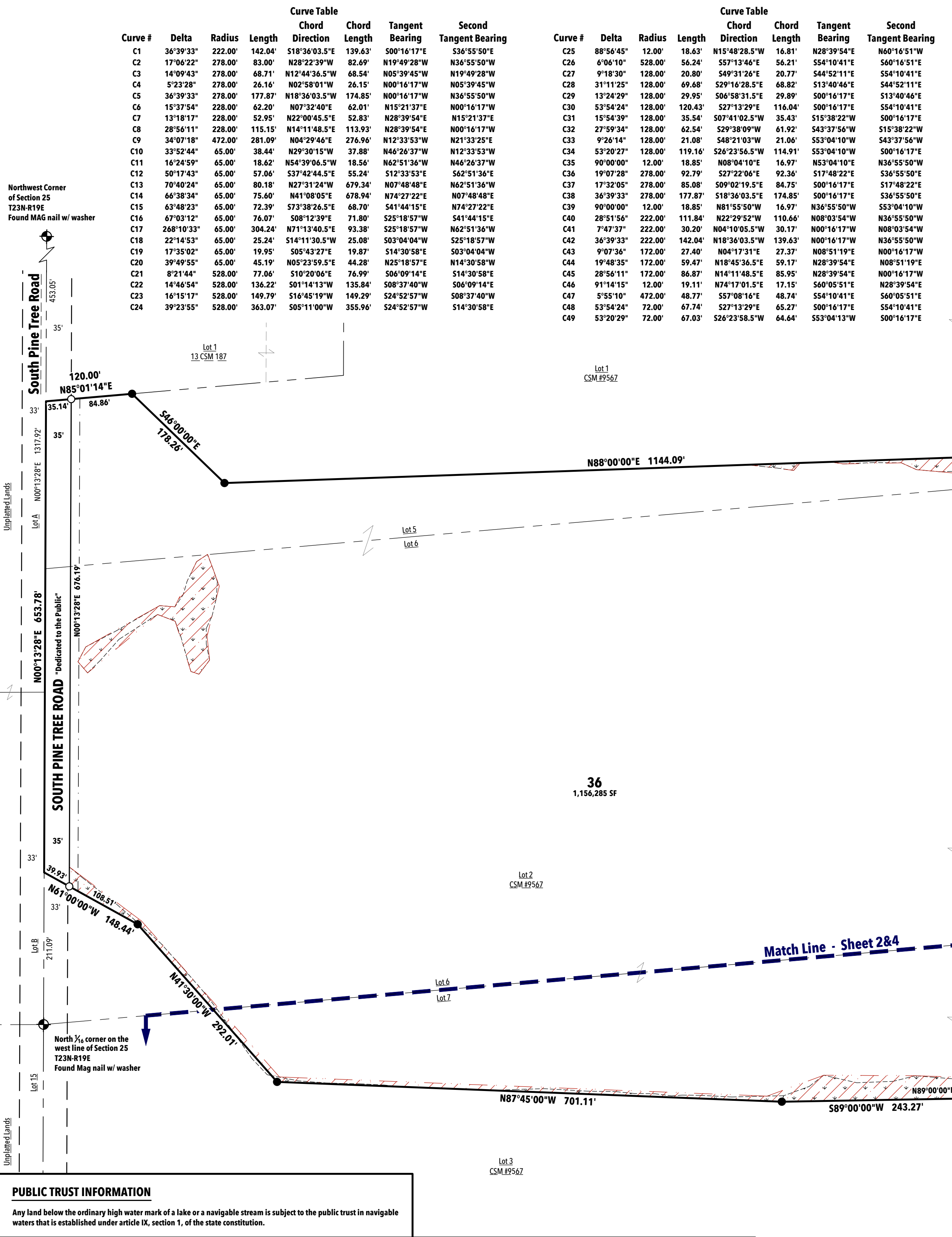
Bearings are based on the Brown County Coordinate System. The west line of Lot 5, Section 25, T23N-R19E, bears N00°13'28"E.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

Curve Table					
Curve #	Delta	Radius	Chord Length	Chord Direction	Tangent Bearing
C1	36°39'33"	222.00	142.04	S18°36'03.5"E	S00°16'17"E
C2	17°06'22"	278.00	83.00	N28°22'39"W	S26°55'50"E
C3	14°09'43"	278.00	68.71	N12°44'36.5"E	S05°39'45"W
C4	5°23'28"	278.00	26.16	N02°58'01"W	N00°16'17"W
C5	36°39'33"	278.00	177.87	N18°36'03.5"E	N36°55'50"W
C6	15°37'54"	228.00	62.20	N07°32'40"E	N15°21'37"E
C7	13°18'17"	228.00	55.95	N22°00'45.5"E	N28°39'54"E
C8	28°56'11"	228.00	115.15	N14°11'48.5"E	N12°33'53"E
C9	34°07'18"	472.00	281.09	N04°29'46"E	N12°33'53"E
C10	33°52'44"	65.00	38.44	N29°30'15"W	N46°26'37"W
C11	16°24'59"	65.00	18.62	N54°39'06.5"E	N46°26'37"W
C12	50°17'43"	65.00	57.06	S37°42'44.5"E	S62°51'36"E
C13	70°40'24"	65.00	80.18	N27°31'24"W	N07°48'48"E
C14	66°38'34"	65.00	75.60	N41°08'05"E	N07°48'48"E
C15	63°48'23"	65.00	72.39	S73°38'26.5"E	S41°44'15"E
C16	67°03'12"	65.00	76.07	S08°12'39"E	S29°18'57"W
C17	268°10'33"	65.00	304.24	N71°13'30.5"E	S25°18'57"W
C18	22°14'53"	65.00	25.24	S14°11'30.5"W	S03°04'04"W
C19	17°25'02"	65.00	19.95	S05°43'27"E	S14°30'58"E
C20	39°49'55"	65.00	45.19	N05°23'59.5"E	N14°30'58"W
C21	8°21'44"	65.00	77.06	S10°20'06"E	S14°30'58"E
C22	14°46'54"	528.00	136.22	S01°14'13"W	S08°37'40"W
C23	16°15'17"	528.00	149.79	S16°45'19"W	S08°37'40"W
C24	39°23'55"	528.00	363.07	S05°11'00"W	S24°52'57"W

Curve Table					
Curve #	Delta	Radius	Chord Length	Chord Direction	Tangent Bearing
C25	88°56'45"	12.00	18.63	N15°48'28.5"W	N28°39'54"E
C26	4°06'10"	528.00	56.24	S57°13'46"E	S54°10'41"E
C27	9°18'30"	128.00	20.80	S49°21'26"E	S54°52'11"E
C28	31°11'25"	128.00	69.68	S29°16'28.5"E	S13°40'46"E
C29	13°24'29"	128.00	29.95	S06°58'31.5"E	S00°16'17"E
C30	53°54'24"	128.00	120.43	S27°13'29"E	S00°16'17"E
C31	15°54'39"	128.00	35.54	S07°41'02.5"E	S15°38'22"W
C32	27°59'34"	128.00	62.54	S29°38'09"W	S43°37'56"W
C33	9°26'14"	128.00	21.08	S48°21'03"W	S53°04'10"W
C34	53°20'27"	128.00	119.16	S26°23'56.5"E	S53°04'10"W
C35	90°00'00"	12.00	18.85	N08°04'10"E	N36°55'50"W
C36	19°07'28"	278.00	92.79	S27°22'06"E	S17°48'22"E
C37	17°32'05"	278.00	85.08	S09°02'19.5"E	S00°16'17"E
C38	36°39'33"	278.00	177.87	S18°36'03.5"E	S36°55'50"E
C39	90°00'00"	12.00	18.85	N81°55'50"W	S53°04'10"W
C40	28°51'56"	222.00	111.84	N22°29'52"W	N08°03'54"W
C41	7°47'37"	222.00	30.20	N04°10'05.5"W	N00°16'17"W
C42	36°39'33"	222.00	142.04	N18°36'03.5"W	N36°55'50"W
C43	9°07'36"	172.00	27.40	N04°17'31"E	N08°51'19"E
C44	19°48'35"	172.00	59.47	N18°45'36.5"E	N28°39'54"E
C45	28°56'11"	172.00	86.87	N14°11'48.5"E	N28°39'54"E
C46	91°14'15"	12.00	19.11	N74°17'01.5"E	S60°05'51"E
C47	5°55'10"	472.00	48.77	S57°08'16"E	S54°10'41"E
C48	53°54'24"	72.00	67.74	S27°13'29"E	S00°16'17"E
C49	53°20'29"	72.00	67.03	S26°23'58.5"W	S53°04'13"W



**PUBLIC TRUST INFORMATION**

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

**SHEET NO.**  
1 of 5

**REL Robert E. Lee & Associates, Inc.**  
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

**DRAWN**  
Troy Hewitt

**DATE**  
4/20/2023

**FILE**  
4329149\_final.dwg

**CHECKED**  
Bryan Pfeffer

**JOB NO.**  
4329149

**SURVEY NOTE**

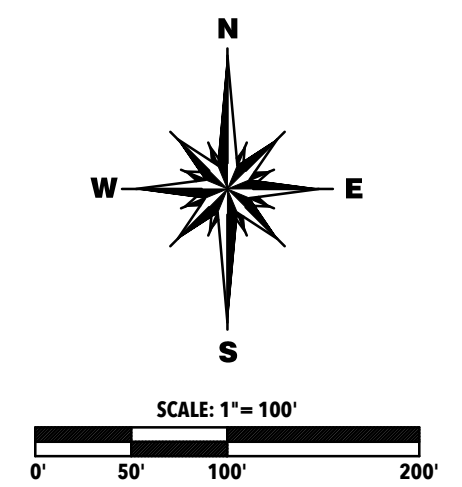
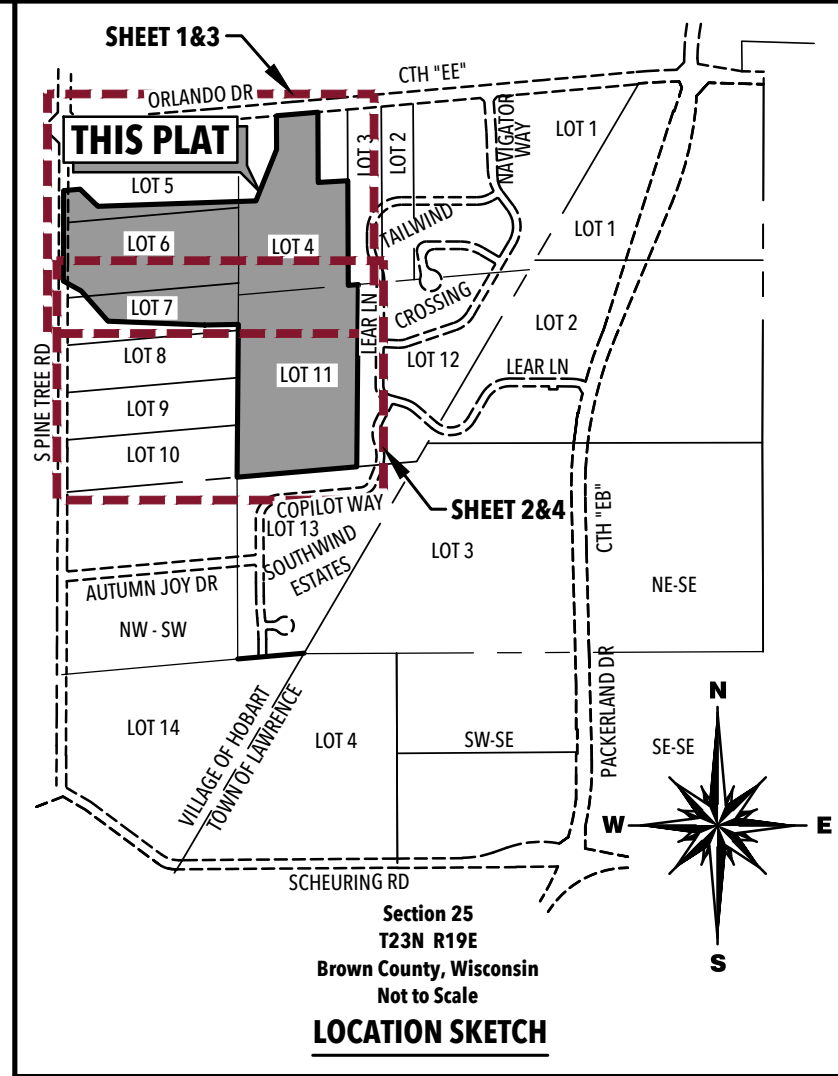
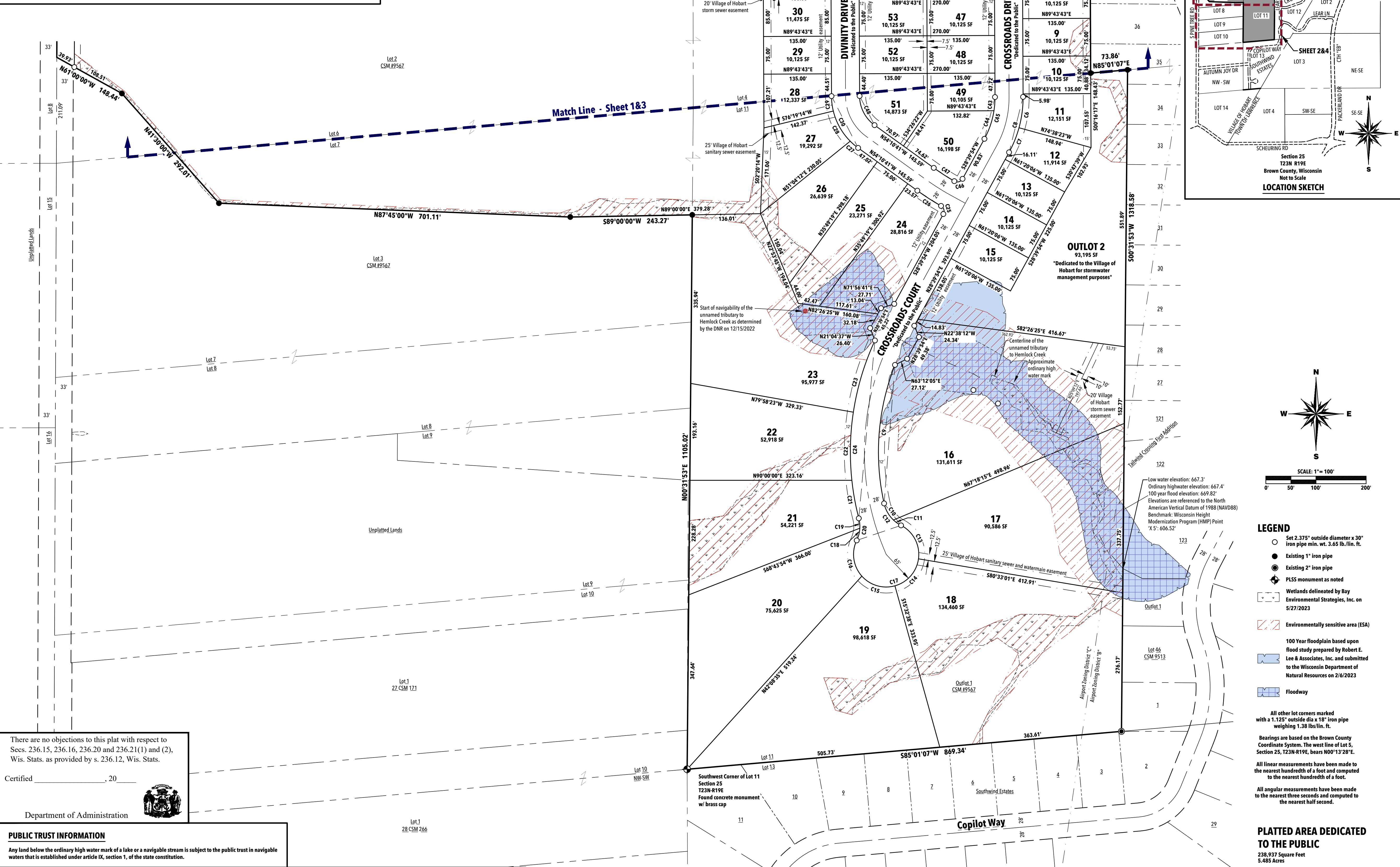
See sheets 3 and 4 for environmentally sensitive area (ESA) dimensions

Start of navigability of the unnamed tributary to Hemlock Creek as determined by the DNR on 12/15/2022



# GATEWAY ESTATES PLANNED DEVELOPMENT DISTRICT

ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4, 5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



- LEGEND**
- Set 2.375" outside diameter x 30' iron pipe min. wt. 3.65 lb./lin. ft.
  - Existing 1" iron pipe
  - Existing 2" iron pipe
  - ⊕ PLS monument as noted
  - Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2023
  - Environmentally sensitive area (ESA)
  - 100 Year floodplain based upon flood study prepared by Robert E. Lee & Associates, Inc. and submitted to the Wisconsin Department of Natural Resources on 2/6/2023
  - Floodway
- All other lot corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.38 lbs/lin. ft.
- Bearings are based on the Brown County Coordinate System. The west line of Lot 5, Section 25, T23N, R19E, bears N00°13'28"E.
- All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.
- All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

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

Certified \_\_\_\_\_, 20\_\_\_\_



Department of Administration

**PUBLIC TRUST INFORMATION**  
Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

**SHEET NO.**  
2 of 5

**REL Robert E. Lee & Associates, Inc.**  
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releecinc.com

<b>DRAWN</b> Troy Hewitt	<b>DATE</b> 4/20/2023
<b>CHECKED</b> Bryan Pfeffer	<b>FILE</b> 4329149_final.dwg
<b>JOB NO.</b> 4329149	

**SURVEY NOTE**  
See sheets 3 and 4 for environmentally sensitive area (ESA) dimensions

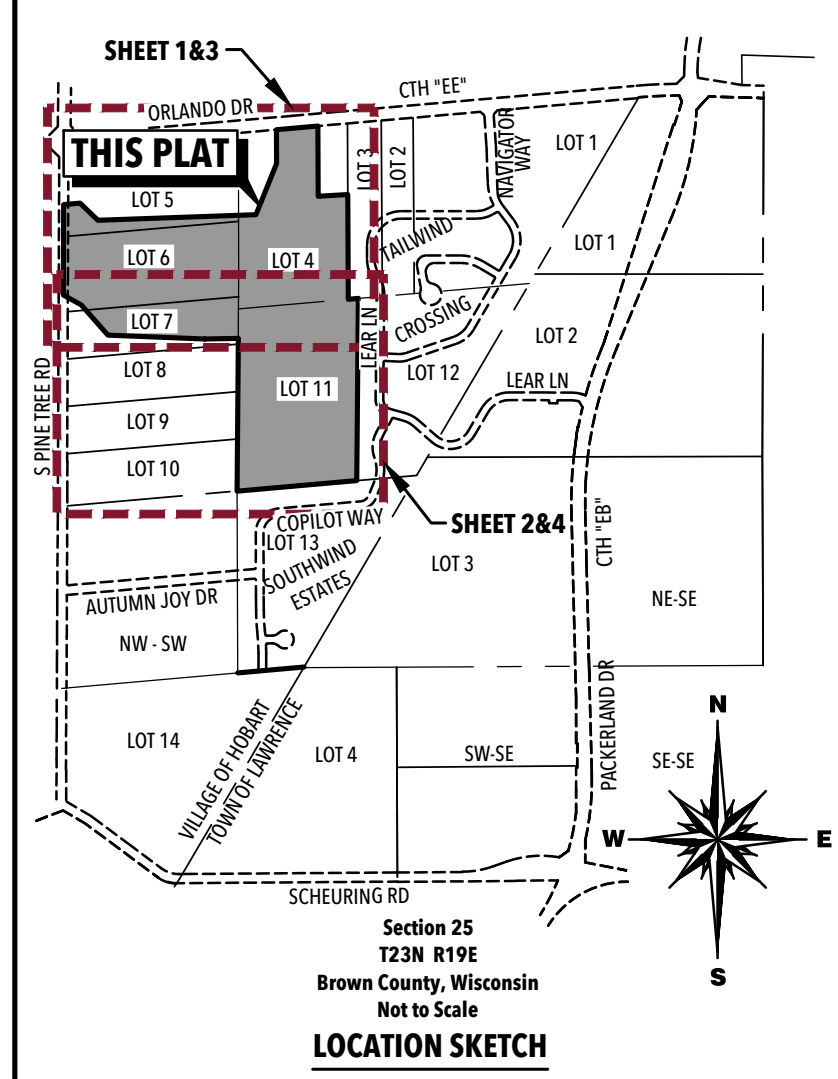
**PLATTED AREA DEDICATED TO THE PUBLIC**  
238,937 Square Feet  
5.485 Acres

**PARCEL ID**  
HB-350  
HB-357



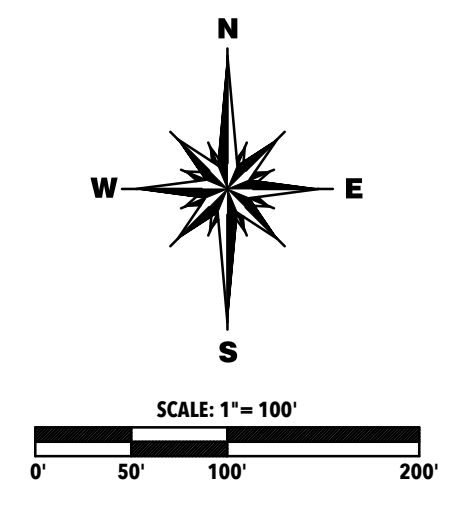
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There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_  
Department of Administration



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  - Existing 2" iron pipe
  - ⊕ PWS monument as noted
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  - Environmentally sensitive area (ESA)
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  - Floodway

All other lot corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.38 lbs./lin. ft.

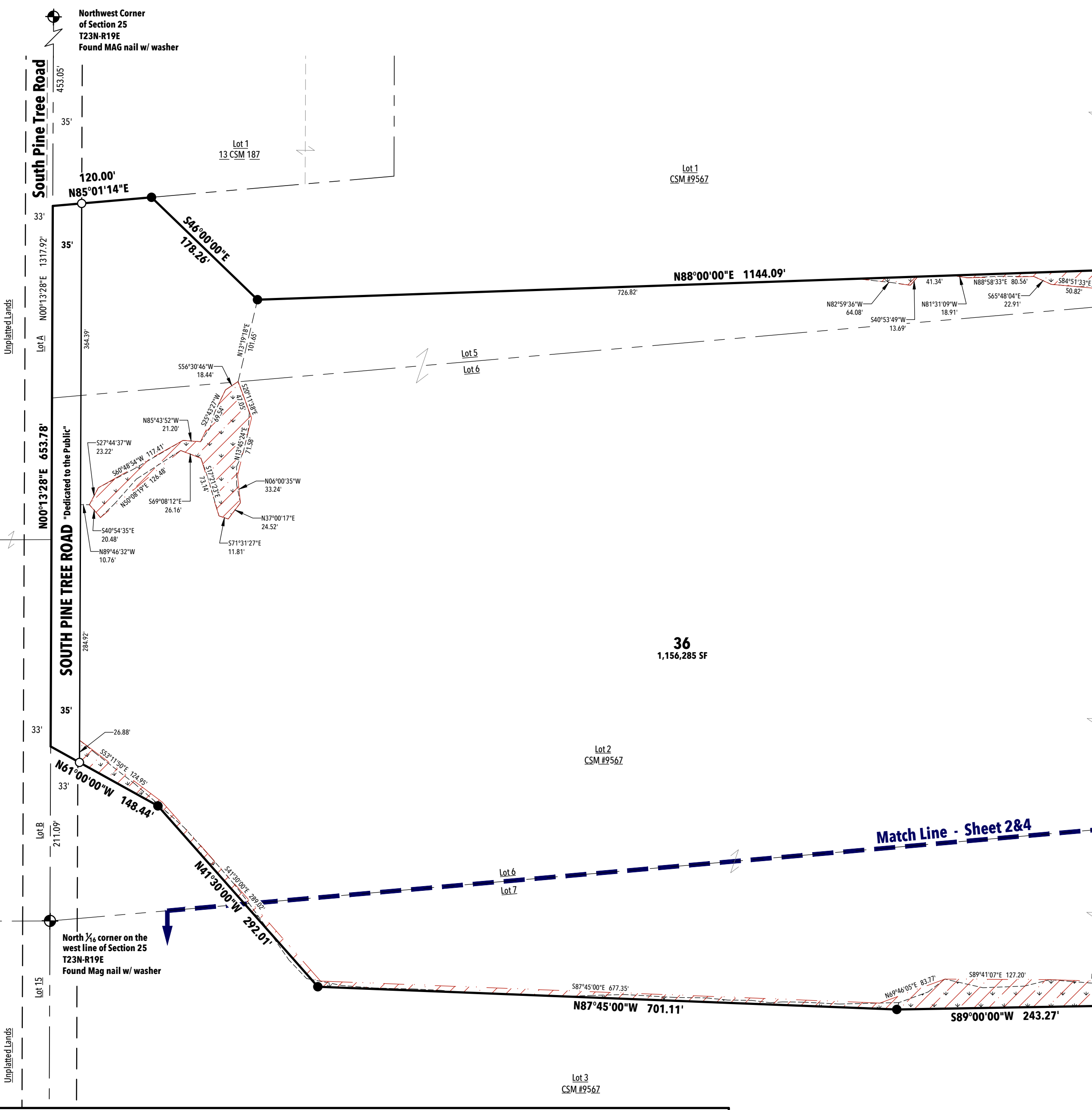
Bearings are based on the Brown County Coordinate System. The west line of Lot 5, Section 25, T23N-R19E, bears N00°13'28"E.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

**PLATTED AREA DEDICATED TO THE PUBLIC**  
238,937 Square Feet  
5.485 Acres

**PARCEL ID**  
HB-350  
HB-357



## ENVIRONMENTALLY SENSITIVE AREA (ESA DIMENSIONS)

SHEET NO. 3 of 5	<b>Robert E. Lee &amp; Associates, Inc.</b> 1250 Centennial Centre Blvd   Hobart, WI   920-662-9641   releinc.com	DRAWN Troy Hewitt	DATE 4/20/2023
		CHECKED Bryan Pfeffer	FILE 4329149_final.dwg
		JOB NO. 4329149	

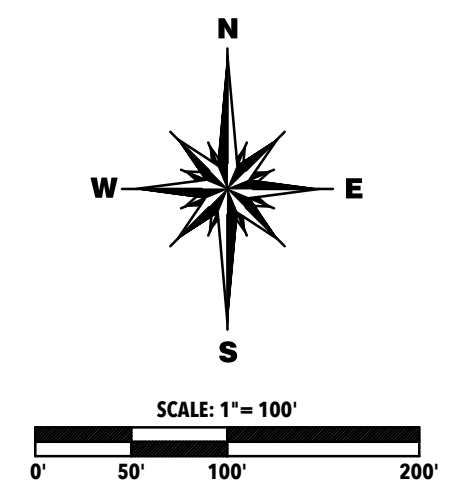
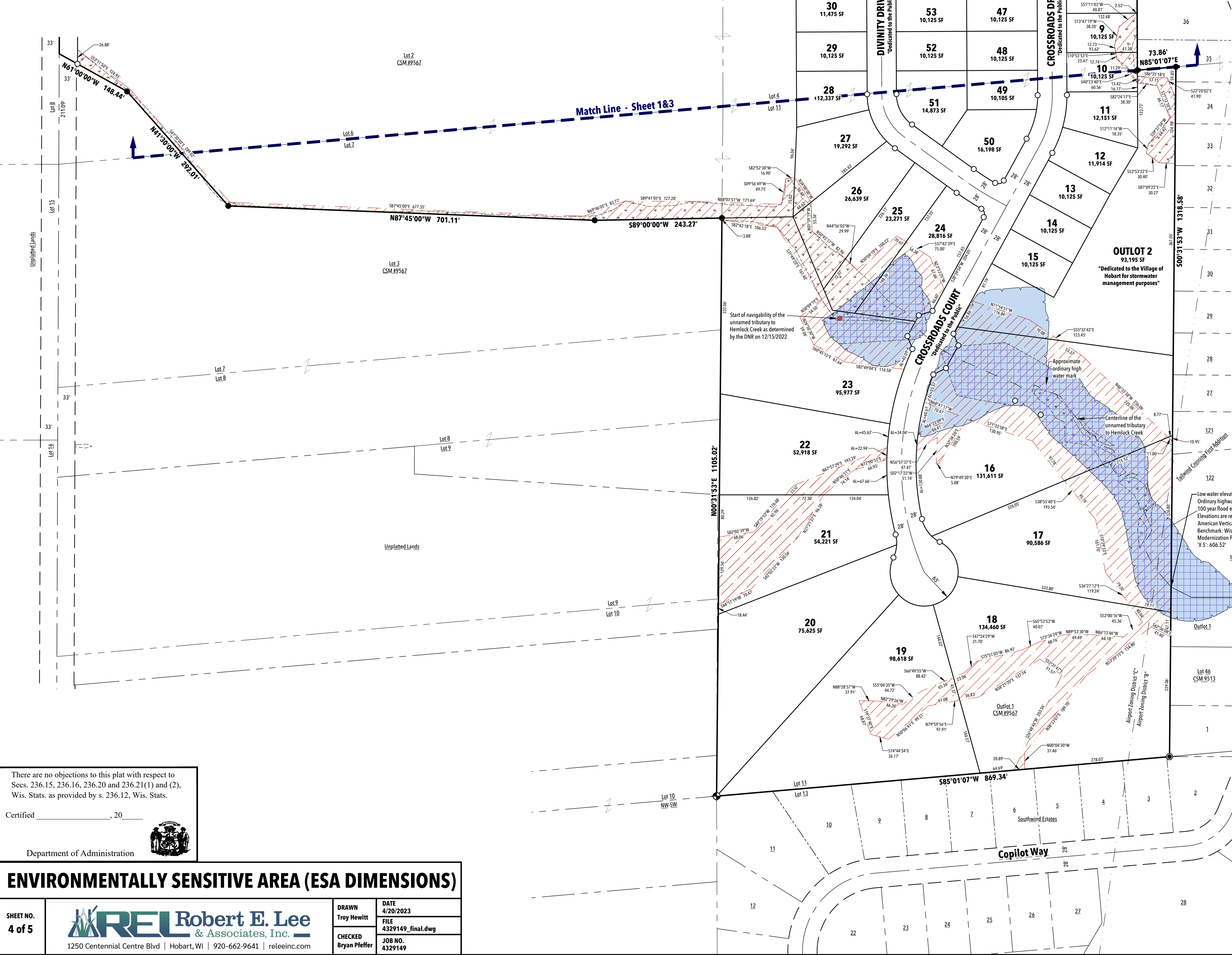
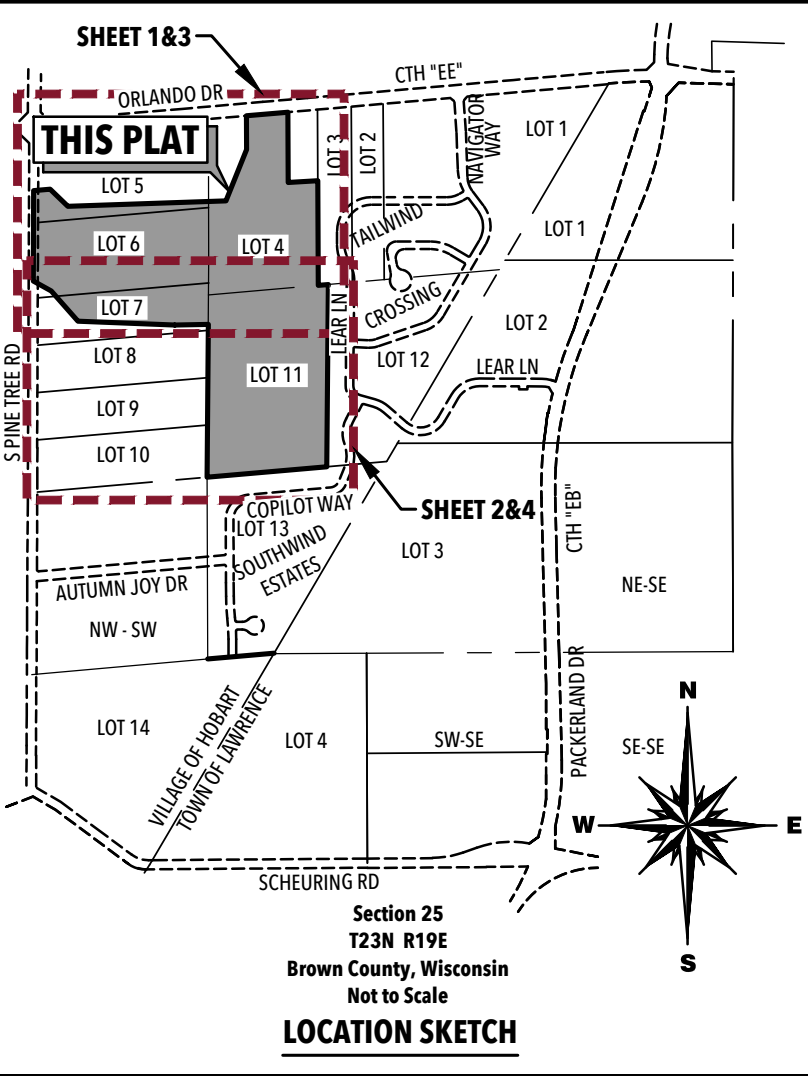
Start of navigability of the unnamed tributary to Hemlock Creek as determined by the DNR on 12/15/2022



# GATEWAY ESTATES

## PLANNED DEVELOPMENT DISTRICT

ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4, 5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



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  - ⊙ Existing 2" iron pipe
  - ⊕ PLSS monument as noted
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  - ▨ Environmentally sensitive area (ESA)
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There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_  
Department of Administration

### ENVIRONMENTALLY SENSITIVE AREA (ESA DIMENSIONS)

SHEET NO. 4 of 5	Robert E. Lee & Associates, Inc. 1250 Centennial Centre Blvd   Hobart, WI   920-662-9641   releinc.com	DRAWN Troy Hewitt	DATE 4/20/2023
		CHECKED Bryan Pfeffer	FILE 4329149_final.dwg JOB NO. 4329149

**PLATTED AREA DEDICATED TO THE PUBLIC**  
238,937 Square Feet  
5.485 Acres

**PARCEL ID**  
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# GATEWAY ESTATES PLANNED DEVELOPMENT DISTRICT

**ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405,  
BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4, 5, 6 AND 7, SECTION 25,  
TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN**

### RESTRICTIVE COVENANT

The undersigned, being the owner of the real estate legally described on Sheet 5 of 5 and mapped on Sheets 1 and 2 of this plat (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

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

2. **Notice of Transfer.**

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

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

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

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

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

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

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

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

7. **Miscellaneous.**

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

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

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

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

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

OWNER: Lexington Homes Inc. By: Jeffrey Marlow Its: Jeffrey Marlow Print Title STATE OF WISCONSIN) COUNTY OF BROWN) SS Personally came before me this day of 2023, the above signed owners of the Subject Real Estate, namely to me known to be the person who executed the foregoing instrument. Notary Public, Brown County, WI My Commission Expires

### OWNER'S CERTIFICATE OF DEDICATION

Lexington Homes Inc. a corporation duly organized and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Lexington Homes Inc. does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART  
BROWN COUNTY PLANNING COMMISSION  
DEPARTMENT OF ADMINISTRATION

Dated this day of 2023.

By

Print Name: Jeffrey Marlow

Title Date

STATE OF WISCONSIN) COUNTY) SS

Personally came before me this day of 2023, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public,

Wisconsin

My commission expires

### OWNER'S CERTIFICATE OF DEDICATION

Appleton Family LTD Partnership, a partnership duly organized and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said partnership caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Appleton Family LTD Partnership does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART  
BROWN COUNTY PLANNING COMMISSION  
DEPARTMENT OF ADMINISTRATION

Dated this day of 2023.

By

Print Name: Jim Appleton

Title Date

STATE OF WISCONSIN) COUNTY) SS

Personally came before me this day of 2023, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said partnership, and acknowledged that they executed the foregoing instrument as such officers as the deed of said partnership, by its authority.

Notary Public,

Wisconsin

My commission expires

### SURVEYOR'S CERTIFICATE

I, Troy E. Hewitt, Professional Land Surveyor, hereby certify that by the order and under the direction of the owners listed herein, I have surveyed, divided and mapped a parcel of land being all of Outlot 1 and part of Lot 2, Certified Survey Map Number 9567, Document Number 3025405, Brown County Records, located in all of Lot 11 and part of Lots 4, 5, 6 and 7, Section 25, Township 23 North, Range 19 East, Village of Hobart, Brown County, Wisconsin more fully described as follows:

Commencing at the Northwest corner of said Section 25; thence S00°13'28"W, 453.05 feet on the west line of said Section 25, the POINT OF BEGINNING; thence N85°01'14"E, 120.00 feet on the north line of said Lot 2; thence S46°00'00"E, 178.26 feet on said north line; thence N88°00'00"E, 1144.09 feet on said north line to a west line of said Lot 2; thence N22°00'00"E, 400.00 feet on said west line; thence N00°16'17"W, 244.55 feet on said west line to the south right of way of County Trunk Highway EE (aka Orlando Drive); thence N85°01'07"E, 249.93 feet on said south right of way to the northwest corner of lands described in Document Number \*\*\*\*\*; thence S00°16'17"E, 183.76 feet on the west line of said lands to the southwest corner thereof; thence N79°42'23"E, 50.77 feet on the south line of said lands to the east line of said Lot 2; thence S00°16'17"E, 329.18 feet on said east line; thence N86°38'31"E, 214.59 feet on said east line; thence S00°16'17"E, 757.45 feet on said east line; thence N85°01'07"E, 73.86 feet on said east line; thence S00°31'53"W, 1318.58 feet on said east line and continuing on the east line of said Outlot 1 to the southeast corner of said Outlot 1; thence S85°01'07"W, 869.14 feet on the south line of said Outlot 1 to the southwest corner thereof; thence N00°31'53"E, 1105.02 feet on said west line to the northwest corner of said Outlot 1; thence S89°00'00"W, 243.27 feet on the south line of said Lot 2; thence N87°45'00"W, 701.11 feet on said south line; thence N41°30'00"W, 292.01 feet on said south line; thence N61°00'00"W, 148.44 feet on said south line to the west line of said Section 25; thence N00°13'28"E, 653.78 feet on said west line to the Point of Beginning.

Said parcel contains 2,953,649 Square Feet (67.806 Acres) of land more or less. Subject to easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

Troy E. Hewitt PLS #2831 Date  
ROBERT E. LEE & ASSOCIATES, INC.

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

Certified , 20

Department of Administration



### BROWN COUNTY PLANNING COMMISSION CERTIFICATE

Approved by the Brown County Planning Commission this day of 2023.

Dan Teaters  
Senior Planner

### VILLAGE OF HOBART CERTIFICATE

Approved by the Village of Hobart this day of 2023.

Katrina Bruecker  
Village Clerk

### VILLAGE OF HOBART TREASURER'S CERTIFICATE

I, being the duly appointed, qualified and acting Treasurer of the Village of Hobart, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

Katrina Bruecker  
Village Treasurer

### BROWN COUNTY TREASURER'S CERTIFICATE

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

Paul D. Zeller  
Brown County Treasurer

### UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by LEXINGTON HOMES, INC., Grantor, and APPLETON FAMILY LTD PARTNERSHIP, Grantor, to WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee, and Northeast Telephone Company, LLC Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a Wisconsin Corporation Brown County C-Lec, LLC, Spectrum,

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

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

### RESTRICTIVE COVENANTS

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

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

### OUTLOT RESTRICTIVE COVENANT

With the recording of this plat, the following shall apply to the specified Outlots:

- 1. Outlots 1 and 2 are to be dedicated to the Village of Hobart for storm water management purposes.
- 2. Outlots 3 and 4 are to be used for future development and/or other uses and enjoyment as desired by the owner of record and shall be maintained by the owner of record.

### AIRPORT ZONING DISTRICT NOTE

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

### SURVEY NOTES

A shoreland permit from the Village of Hobart Zoning Administrator's office is required for Lots xxx prior to construction, fill, excavation, or grading activity within 300 feet of the Ordinary High Water Mark (OHWM) of navigable rivers or streams.

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

### PUBLIC TRUST INFORMATION

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

### EROSION CONTROL NOTE

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

SHEET NO. 5 of 5  
REL Robert E. Lee & Associates, Inc.  
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

DRAWN Troy Hewitt	DATE 4/20/2023
CHECKED Bryan Pfeiffer	FILE 4329149_final.dwg
JOB NO. 4329149	





**REQUEST FOR PROPOSALS: POLICE DEPARTMENT  
TOWING SERVICES**

**VILLAGE OF HOBART, WISCONSIN**



**ADVERTISEMENT FOR PROPOSALS****Request for Statement of Proposal and Qualifications  
Village of Hobart, Wisconsin  
Police Department Towing Services**

Proposals will be received by Village Administration, 2990 S. Pinetree Rd. Hobart, WI. 54155. Proposals will be evaluated by the Hobart-Lawrence Police Department Review Committee.

**Proposals Due:**

All submittals by mail, email or in person must be received no later than 4:30 p.m. on Friday, June 30<sup>th</sup>, 2023. Hand carried proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays observed by the Village.

Electronic proposals may be submitted via [bolson@hlpdwi.org](mailto:bolson@hlpdwi.org). PDF format shall be utilized in this format.

**Project: The Village of Hobart is requesting proposals from companies interested in providing professional towing services for the Hobart-Lawrence Police Department.**

All proposals must be prepared in accordance with the instructions, to include the forms provided, and submitted to the Village of Hobart by the listed deadline and location listed above.

The Village of Hobart encourages the participation of minority, women-owned and disadvantaged business enterprises.

The Village of Hobart reserves the right to reject any or all proposals, to waive irregularities, or to accept such proposals, as in the opinion of the Village, will be in its best interests. The Village reserves the right to select, and subsequently award the proposed service to the provider which best meets the Village's needs, quality levels and budget restraints. The final cost of these services has not yet been approved by the Village Board.

Proposals delivered after the deadline will be returned without consideration in an unopened format.

Brent Olson, Police Captain, Hobart-Lawrence Police Department

## **2. SCHEDULE OF ACTIVITIES**

<b>Subject: Hobart-Lawrence Police Department Towing Services</b>	
	Due Date: Friday, June 30 <sup>th</sup> , 2023 Time Due: 4:30 PM

DATE	EVENT
<b>Wednesday May 17<sup>th</sup>, 2023</b>	RFP Released
<b>Friday June 30<sup>th</sup>, 2023</b>	Sealed Proposals Due: 4:30 p.m.
<b>July 3<sup>rd</sup> – July 14<sup>th</sup>, 2023</b>	Review of all proposals submitted by the Hobart-Lawrence Police Department Review Committee.
<b>Friday July 28<sup>th</sup>, 2023</b>	Final Selection made (after approval by the Village of Hobart Board)

## **3. INFORMATION FOR PROSPECTIVE SERVICE CONSULTANT**

3.1. Electronic and sealed proposals will be accepted until 4:30 p.m. on Friday, June 30<sup>th</sup>, 2023. Proposals received after this time may not be considered. The proposal packet shall be placed in an envelope and shall be sealed. On the envelope shall be plainly written: the date of the opening, the title of the project and the name of the proposer. Respondent shall submit one (1) unbound original and five (5) bound copies of qualifications documents.

3.2. This is a qualifications-based selection. The Proposal, Statement of Qualifications, Qualifications Reference Form, Qualification Evaluation Checklist, reference checks, and interviews (at the option of the Village) will be used to identify the most competitive firm(s). The Village reserves the right to identify competitive firm(s), as in its opinion, will be in its best interests.

3.3. The Hobart-Lawrence Police Department and its designees will review the proposals and select the most highly qualified and cost competitive firm(s) to contact for further screening as it deems appropriate.

3.4. The RFP will detail costs, terms, and conditions. The Village reserves the right to amend the Request for Proposal. The Village will provide written responses to all submitted questions. Proposers shall acknowledge receipt of this information by completing and submitting the form provided titled "Question Acknowledgement".

3.5. Firms must submit a proposed cost in accordance with the specifications. The proposed cost must be written out in words and also entered in figures. In case of conflict, the written word prices will prevail. In case figures do not match, the figure resulting in the lower price shall be deemed the price intended and applicable.

3.6. Firms not returning the completed RFP within the specified time frame may be disqualified. Irregularities in the completed RFP documents may be considered sufficient cause for disqualification.

3.7. Subsequent to the RFP deadline, the Hobart-Lawrence Police Department Review Committee will prepare a recommendation as to which proposal to award, if any. The recommendation of the Hobart-Lawrence Police Department will be subject to the approval of the Hobart Village Board.

3.8. The business will be required to sign a standard agreement satisfactory to the Village.

3.9. Proposals may be amended and/or withdrawn prior to the proposal opening time. Proposals may not be withdrawn for a period of ninety (90) days after the submission deadline.

3.10. Proposals are prepared and submitted at the sole cost and expense of the respondent and shall become the property of the Village of Hobart. Proposal documents will not be returned.

3.11. Respondents will indemnify the Village of Hobart from all debts, claims, and liabilities arising out of the proposal or the performance of the project as a result of the business's error, omissions, neglect, etc.

3.12. The Village reserves the right to negotiate with respondents on the scope of the project, fees, timelines, and all other components of the project, whether or not the proposal was deemed the lowest cost to the Village.

13. This shall in no way bind or prevent the Police Department from performing, requesting quotes or proposals, bidding, or contracting any services separately.

14. During this Proposal process, questions should be addressed in writing to the Police Captain via e-mail at [bolson@hlpdwi.org](mailto:bolson@hlpdwi.org).

#### **4. STATEMENT OF QUALIFICATIONS REQUIREMENTS**

Respondent shall submit one (1) unbound original and five (5) bound copies of qualifications documents.

4.1 State the name, address, and a company profile, including size, qualifications, technical capabilities, etc.

4.2 Attach a list of similar business contracts you have with other police departments, municipalities, or government entities.

4.3 Include a list of the key personnel and manager of the business. Provide a summary of the project team, field staff, and their capabilities and experience.

4.4 Provide examples of related experience performed by the business during the previous three (3) years (projects with services similar to those outlined in the Section 5, General Scope of Services). The business and key personnel must have no less than three (3) years actual business experience in the services to be provided.

4.5 Provide a statement describing your approach to the projected services and overall management of delivery of the services.

4.6 Complete the Statement of Qualifications Reference Form. Provide at least three (3) references of current or recent clients familiar with your business. Respondents shall provide an indemnification and hold harmless statement protecting the reference for comments and opinions provided.

4.7 Complete the Qualification Evaluation Checklist. Reporting false, inaccurate, or misleading information shall be sufficient grounds for disqualification or contract termination. When in doubt, attach a detailed answer or call for clarification.

4.8 The respondent shall include a statement that they made their own examination, investigation and research regarding the method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such, conditions, and that Proposer's conclusion to enter into the Service Agreement based upon such investigation and research, and that Proposer shall make no claim against the Village because of any of the estimates, statements or interpretations made by an officer or agent of the Village which may prove to be erroneous in any respect.

4.9 There is no specified limit to the amount of material submitted in response to 4.1 through 4.8, however portions of submittals not clearly referencing the respective section may not be considered in the evaluation of the business.

#### **5. SCOPE OF SERVICES**

##### 5.1 Purpose

The Village of Hobart (Village) is looking to contract towing services for the Hobart-Lawrence Police Department. The Village is requesting proposals from qualified businesses for the purposes of towing abandoned, non-preference, evidentiary, and/or department owned vehicles.

##### 5.2 Background

The Village of Hobart, Wisconsin, is currently looking for proposals for a towing contract for the Hobart-Lawrence Police Department. The budget for this proposed contract has not yet been established.



### 5.3 Codes and Best Practices

Your business will need to comply with any federal, state, or local laws or ordinances including those that regulate tow units, impoundment, towing, storage, selling, or junking of vehicles. The tow company shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

### 5.4 Tasks

This proposal is comprised of the following list of items. The proposal for service and associated costs should be inclusive of the following list and requirements:

1. Types of Towing Services Defined
  - a. Non-consensual / non-preference / abandoned vehicles – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle.
  - b. Evidence tows – When a vehicle that needs to be towed is considered evidence.
  - c. Village owned vehicle tows – When a vehicle owned by the Village needs to be towed.
2. Insurance
  - a. The tow company must provide a current certificate of the below identified insurance at the start of the proposed contract, and shall do so again annually by the end of January each year.
  - b. The tow company shall secure and maintain in force throughout the duration of this contract such general liability and property damage insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as claims for property damage, which may arise from operations under this proposed contract, whether such operations be by the Tow Company, or by an subcontractor of by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be at minimum as follows:
    - i. Comprehensive General Liability - \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
    - ii. Automobile Liability - \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
    - iii. Excess Liability Coverage - \$1,000,000 over the General Liability and Automobile Liability Coverages.
  - c. The tow company shall maintain Worker's Compensation Insurance for any of its employees for the duration of the proposed contract.
3. Obligations for Abandoned / Non-Preference / Non-Consensual Vehicles
  - a. When the tow company tows this type of vehicle, the Village would not be responsible for any costs related to towing or storage. The costs associated with this tow, as defined in the potential contract, would be assessed to the owner of the vehicle.
4. Availability
  - a. The tow company shall answer the phone twenty-four (24) hours a day, seven (7) days a week to respond to and fulfill obligations under this proposed contract.
5. Vehicle Storage
  - a. Standard storage and secure storage must be available when required by the Village. Secure shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Hobart-Lawrence Police Department. Standards storage shall consist of at a minimum a fenced lot or yard with security style fencing and latched gate sufficient to keep trespassers out and vehicles in.
  - b. Vehicle owners shall not be denied access to vehicles held in standard storage. The tow company shall follow all applicable laws, including Wis. Stat. 779.415(1)(b) and 349.13(5)(b)2 regarding access to release of personal property in vehicles being stored at the direction of the Hobart-Lawrence Police Department.
  - c. The tow company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at the tow company's facility.
  - d. The company shall keep a log of towed vehicles, name and contact information of anyone granted access to the vehicle, date and time of the access, documentation of any items removed, and the date of release of any vehicle and name of individual who the vehicle is released to.
  - e. No vehicle entrusted to the tow company shall be operated by tow company personnel except to relate the vehicle within the storage area.
  - f. The tow company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the tow company's negligence of failure to exercise reasonable

care of the vehicle. The tow company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

## 5.5 Price

### Non-Consensual / Non-Preference / Abandoned Vehicles / Accident Involved Vehicles

- i. Base rate hook up cost
- ii. Mileage rate from pick up location to destination
- iii. Labor rates depending on severity of accident / incident (if applicable)
  1. Labor rate for amount of time potentially on scene
    - a. This could include winching, clean up, and securing loose parts of the vehicle before or after the initial hook up
- iv. After hour rate (6:00 p.m. – 6:00 a.m.)
- v. Daily storage rate
- vi. No key charge

### Evidence Tows (Village of Hobart will be responsible for costs)

- vii. Base rate hook up cost
- viii. Mileage rate from pick up location to destination
- ix. Labor rates depending on severity of accident / incident (if applicable)
  1. Labor rate for amount of time potentially on scene
    - a. This could include winching, clean up, and securing loose parts of the vehicle before or after the initial hook up
- x. After hour rate (6:00 p.m. – 6:00 a.m.)
- xi. Daily storage rate
- xii. No key charge

### Village-Owned Vehicle Tows (Village of Hobart will be responsible for costs)

- xiii. HLPD squad vehicles
  1. Base rate hook up cost
- xiv. Mileage rate from pick up location to destination
- xv. Labor rates depending on severity of accident / incident (if applicable)
  1. Labor rate for amount of time potentially on scene
    - a. This could include winching, clean up, and securing loose parts of the vehicle before or after the initial hook up
- xvi. After hour rate (6:00 p.m. – 6:00 a.m.)
- xvii. Daily storage rate

## 5.6 Contract Term

There is no specific contract term identified at this time, nor any renewal clause. The proposal can provide information related to this area.

## **6. DELIVERABLES**

All deliverables will be submitted to the Village in Adobe Acrobat electronic format. All technical specifications shall be provided in Microsoft Word format (Version 6.0 or later). All work produced for this project will become property of the Village of Hobart.

## **7. EVALUATION CRITERIA**

Proposals shall be evaluated by the Hobart-Lawrence Police Department Review Committee and any other deemed appropriate by the Village.

Evaluation of Proposals shall be based on the following criteria:

1. Business qualifications, relevant experience and demonstrated ability to manage contracts of similar scope and complexity (30 pts)
2. Reference's satisfaction with quality and timeliness of service (20 pts)
3. Completeness of proposal and adherence to RFP requirements (10 pts)
4. Responses to Qualification Evaluation Checklist (10 pts)
5. Total Proposed Price (30 pts)



Village reserves the right to include any other items that is deemed appropriate at the time of evaluation.

**8. QUALIFICATION EVALUATION CHECKLIST**

Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Instructions:

1. When filling out the checklist check "YES" only to those services provided "in-house" by your business (or prior experience of key personnel anticipated to perform a substantial amount of the project work) and check "SUB" for services you intend to subcontract out.
2. Respondents are encouraged to add comments and to attach more detailed information where appropriate in response to checklist items. Such clarification can greatly assist the evaluation process. Businesses may include other information as they deem appropriate.
3. Attach to this checklist any appropriate licenses, certification, degrees, or appropriate training that will assist in qualifying your business for these services.
4. Consideration will be given to businesses with experience working in the towing of vehicles. References are recommended throughout the checklist.
5. Business qualifications will be determined using this checklist along with the information provided as outlined in the "Requirements for Statement of Qualifications."
6. Businesses are expected to answer "YES" to some of the checklist items, but not all of them.
7. False, inaccurate or misleading information shall be grounds for disqualification at any time during and after the selection process. When in doubt attach a detailed answer or call for clarification.

6 Please provide any comments or explanations to any of the questions in the following section in the space provided below.

**Question**

- 1. Has your business ever failed to complete any work awarded to you?
- 2. Has your business ever defaulted on a contract?
- 3. Has your business ever had claims filed for errors and omissions or been sued for services you provided?
- 4. Is your business willing to provide (at no cost to the Village) and on-site presentation to representatives of the Village of Hobart regarding your business's qualifications?
- 5. Does your business possess all of the necessary licenses and credentials to perform the work as specified? Is your business licensed in Wisconsin?
- 6. Have you reviewed Section 13 = "Agreement" and are you in agreement?
- 7. How many years has your business been engaged in vehicle towing business?

Yes	Sub	No

Comments/Explanations:

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**9. STATEMENT OF QUALIFICATIONS REFERENCE FORM**

Applicant Firm Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Reference #1**

Owner or Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Types of Services: Provided: \_\_\_\_\_  
Calendar Year of Services Provided: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Reference #2**

Owner or Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Types of Services: Provided: \_\_\_\_\_  
Calendar Year of Services Provided: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Reference #3**

Owner or Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Types of Services: Provided: \_\_\_\_\_  
Calendar Year of Services Provided: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

VILLAGE OF  
**HOBART**  
 GREATNESS IS GROWING  
**MEMORANDUM**



**TO:** Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** Cleaning Service Agreement  
**DATE:** May 16<sup>th</sup> 2023

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**BACKGROUND**

Our current cleaning service submitted their resignation last month. Three quotes were obtained, and the recommendation from the staff is Pro-One Janitorial. They will provide cleaning services to the Village Office, Public Works Office, and both Fire Stations. It is a one-year contract that will be reviewed and adjusted once the new fire station is built.

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**NOTES ON AGREEMENT**

- They were recommended to us by the Town of Lawrence who is contracted with them and are extremely satisfied with their services.
- They are insured and bonded.
- They have a supervisor who will also do bi-monthly inspections to make sure they are completing the work to our expectations and to the company's expectations.
- They offer emergency cleaning if there is a situation that warrants a need for that. In addition, they offer "deep cleaning" services such as cleaning ceiling lights, refrigerator, carpet cleaning and machine scrubbing ceramic tile and grout.
- They provide their own cleaning supplies and equipment. Therefore, that will eliminate the need for our Public Works crew to order, pick up and deliver cleaning products to all 4 locations. It will also free up their time, as they have been previously cleaning their own office and both fire stations.
- It frees up our storage at all 4 locations to not have to store products, mops & buckets, etc.
- We received 2 other quotes. One was for \$1,060 per month using OUR cleaning products and equipment. The other was for \$1,176 per month using their products and equipment. This one is \$575 per month for using their products and equipment.
- They do a background check on their employees; however, we will also conduct one with our police department.

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**RECOMMENDED MOTION**

To approve the service agreement with Pro-One Janitorial to provide cleaning services to the Village.



1101 Ashwaubenon St.  
Green Bay, WI 54304  
**1-800-938-8488**

**SERVICE AGREEMENT  
JANITORIAL CLEANING**

**CUSTOMER NO.** \_\_\_\_\_

**NEW ACCOUNT SOLD BY:** \_\_\_\_\_

**CHANGE TYPE OF CHANGE** \_\_\_\_\_

**CANCEL REASON:** \_\_\_\_\_

<b>BILLING</b>	CUSTOMER'S BILLING NAME		
	CUSTOMER'S BILLING ADDRESS		
	CITY, STATE, ZIP CODE		
	BILLING CONTACT	TELEPHONE NO.	CUSTOMER NO.
	SERVICE CONTACT	TELEPHONE NO.	FAX NO.
	SERVICE LOCATION		
	SERVICE ADDRESS	TELEPHONE NO.	
	CITY, STATE, ZIP CODE		

**THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF SERVICE INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE**

SERVICE CHARGE PER MONTH	\$ _____	EMERGENCY CLEANING (PER HOUR PER PERSON)	\$ _____
PER DESCRIPTION OF SERVICES DATED	_____	PLUS SERVICE CHARGE	\$ _____
<b>ADDITIONAL CHARGES</b>		SERVICE CHARGE PER MONTH (FOR CHANGE)	\$ _____
EXTRACT CARPETS	\$ _____	EFFECTIVE DATE OF CHANGE	_____
STRIP AND WAX	\$ _____	OTHER:	
BUFF FLOORS	\$ _____	_____	\$ _____
DEEP SCRUB/RECOAT	\$ _____	_____	\$ _____
DEEP SCRUB ONLY	\$ _____	_____	\$ _____
FLOOR FINISH	\$ _____ PER GALLON	_____	\$ _____
FURNITURE MOVING	\$ _____ PER PERSON PER HOUR	_____	\$ _____
<b>EFFECTIVE SERVICE DATE</b>	_____		
FREQUENCY OF SERVICE:	_____ DAYS PER WEEK		

MON	TUES	WED	THURS	FRI	SAT	SUN
-----	------	-----	-------	-----	-----	-----

SPECIAL INSTRUCTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT. NOTWITHSTANDING THE INSERTION OF SPECIAL INTRUCTIONS ABOVE, ALL PROVISIONS ON REVERSE SIDE NOT IN DIRECT CONFLICT WITH THE SPECIAL INSTRUCTIONS SHALL REMAIN IN FULL FORCE AND EFFECT. CUSTOMER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS ON REVERSE SIDE HAVE BEEN REVIEWED.**

INIT \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

CONTRACTOR SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## TERMS AND CONDITIONS OF SERVICE AGREEMENT

**TERM:** Customer grants to Contractor the exclusive right to service all of Customer's janitorial needs for an initial term of One year from the Effective Service Date unless noted otherwise in the Special Instructions portion of this Agreement. The term of this Agreement shall be automatically renewed for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty days prior to the termination of the initial term or any renewal term. In the event Customer terminates this Agreement other than as provided above or Contractor terminates this Agreement for Customer's non-payment, Customer shall pay to Contractor as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term.

**CHARGES AND COST INCREASES:** Charges and cost increases may be adjusted from time to time to reflect increases in the Consumer Price Index. The schedule of charges may be adjusted for reasons other than increases in Consumer Price Index.

**NON-HIRING OF CONTRACTOR'S PERSONNEL, FRANCHISEES AND SUBCONTRACTORS:** Customer acknowledges that Contractor may assign the right to provide services under this Agreement to franchises and subcontractors. The Customer, recognizing the employees, franchisees and subcontractors of the Contractor are a valuable asset and represent a sizeable investment in training, agrees not to hire any of Contractor's employees, franchisees or subcontractors for the purpose of performing janitorial or similar duties or services during the term of this Agreement. Should Customer hire any of Contractor's employees, franchisees or subcontractors during the term and for 180 days thereafter, Customer agrees to pay Contractor an employment and training fee of two thousand five hundred dollars for each employee, franchisee or subcontractor hired.

**RESPONSIBILITY FOR EQUIPMENT:** The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment, except for normal wear and tear, resulting from Customer's handling of the equipment. Customer shall not move or alter the equipment, and shall use the equipment only for its proper and intended purpose. On service days, Customer shall provide unobstructed access to the equipment.

**INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of operation or possession of the equipment. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property occurring on the premises of Customer, including, but not limited to, slip and fall incidents, whether caused by the negligence of Contractor or otherwise. In accordance with the foregoing, Customer agrees to release, waive, discharge and covenant not to sue Contractor from all liability, for any and all loss or damage, and any claim or demands therefore on account of injury to person or property occurring on the premises of Customer, whether caused by the negligence of Contractor or otherwise.

**CHARGES AND PAYMENT:** Customer shall pay Contractor for its services in accordance with the schedule of charges shown on the face of this Agreement. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations for services performed hereunder. Payment must be made by Customer within ten days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate this Agreement immediately upon notice to Customer, recover any equipment on the premises of Customer and recover the liquidated damages described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum interest rate allowed by applicable law.

**RIGHT TO COMPETE:** Customer grants to Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of janitorial services upon the termination of this Agreement for any reason, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it.

**ATTORNEYS FEES:** In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

**MISCELLANEOUS:** If any conflicts exist in this Agreement between terms, which are printed, and those that are typed or written, the typed or written language shall govern. All non-conflicting printed terms shall remain in full force and effect. This Agreement shall be binding on the parties and their successors and assigns. The representations, warranties, and indemnifications contained herein shall survive the termination of this Agreement. This Agreement shall be interpreted and governed by the laws of the State of Wisconsin. Any actions in law or in equity shall be brought in Brown County Wisconsin.

**ELECTRONIC SIGNATURES:** Both parties agree that electronic signatures are valid and enforceable for any reason.



Date: 5/9/2023



<b>Cintas Facility Services</b>				
<b>Item Name</b>	<b>Delivery Frequency</b>	<b>Estimated Quantity</b>	<b>Book Price/ Unit</b>	<b>OMNIA Price/ Unit</b>
4x6 Xtraction Mat	Weekly	6	\$9.50	<b>\$7.46</b>
4x6 Xtraction Mat	Every Other Week	6	\$14.00	<b>\$10.50</b>
3x10 Xtraction Mat	Weekly	1	\$11.00	<b>\$8.50</b>
3x10 Xtraction Mat	Every Other Week	1	\$16.50	<b>\$11.50</b>
4x6 Standard Mat	Weekly	6	\$7.95	<b>\$3.70</b>
4x6 Standard Mat	Every Other Week	6	\$12.00	<b>\$5.55</b>
3x10 Standard Mat	Weekly	1	\$10.00	<b>\$4.60</b>
3x10 Standard Mat	Every Other Week	1	\$15.00	<b>\$6.80</b>
Z-Fold Paper Towel Case (16 Packs/Case, 175 Sheets/Pack)	As Needed	1	\$41.00	<b>\$32.00</b>
Toilet Paper Case (2-ply, 12 Rolls/Case, 750 Sheets/Roll)	As Needed	1	\$20.00	<b>\$17.00</b>
Hand Soap	Monthly	1	\$3.50	<b>\$1.90</b>
Hand Sanitizer Case	Monthly	1	\$5.00	<b>\$2.90</b>
<b>Monthly Totals</b>				
<b>Weekly Frequency with Xtraction Mats</b>			\$272.00	<b>\$213.04</b>
<b>Every Other Week Frequency with Xtraction Mat</b>			\$201.00	<b>\$149.00</b>
<b>Weekly Frequency with Standard Mats</b>			\$230.80	<b>\$107.20</b>
<b>Every Other Week Frequency with Standard Mats</b>			\$174.00	<b>\$80.20</b>



## Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

## Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

May 9, 2023

Mr. Jerry Lancelle, Director of Public Works  
VILLAGE OF HOBART  
2990 S. Pine Tree Road  
Hobart, WI 54155

RE: Village of Hobart - 2023 Gateway Estates Utility and Street Construction  
Contract 2320-23-02

Dear Mr. Lancelle:

Bids were opened on May 9, 2023, for the 2023 Gateway Estates Utility and Street Construction project, Contract 2320-23-02.

Bids were received from five (5) contractors, ranging in cost from \$2,987,701.60 to \$3,228,132.45 for the base bid. The alternate bids ranged in cost from \$192,005.00 to \$205,360.00. The apparent low bidder was Feaker & Sons, De Pere, WI. A bid tabulation is enclosed.

We have reviewed the documents submitted with the bid and everything appears to be in order. We have worked with Feaker & Sons on similar projects. They have performed well and are capable of constructing this project. Therefore, we are recommending the Village award the contract to Feaker & Sons for the bid amount of \$2,987,701.60.

If you have any questions, do not hesitate to call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Aaron J. Breitenfeldt, P.E.  
Project Manager

AJB/LAR

ENC.

CC/ENC: Aaron Kramer, Village Administrator, Village of Hobart

## ITEMIZED BID TABULATION

OWNER: VILLAGE OF HOBART

PROJECT: 2023 GATEWAY ESTATES UTILITY AND STREET CONSTRUCTION

CONTRACT: 2320-23-02

BID DATE: TUESDAY, MAY 9, 2023 - 11:00 A.M.

Line Item	Item Code	Item Description	Unit	Qty.	FEAKER & SONS De Pere, WI		CARL BOWERS & SONS Kaukauna, WI		PTS CONTRACTORS Green Bay, WI		DORNER, INC. Luxemburg, WI		DE GROOT, INC. Green Bay, WI	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Allowances</b>														
1	0000.01	Allowances - Spec Section 01 21 00 Schedule of Allowances, Complete.	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	0157.06	Inlet Protection, Complete.	EA	32	\$100.00	\$3,200.00	\$80.00	\$2,560.00	\$180.00	\$5,760.00	\$106.00	\$3,392.00	\$126.25	\$4,040.00
3	0157.09	Silt Fence, Complete.	LF	5,000	\$2.25	\$11,250.00	\$2.00	\$10,000.00	\$2.30	\$11,500.00	\$2.60	\$13,000.00	\$2.36	\$11,800.00
4	0157.12	Ditch Checks, Complete.	LF	35	\$25.00	\$875.00	\$100.00	\$3,500.00	\$13.00	\$455.00	\$26.00	\$910.00	\$26.26	\$919.10
5	0157.22	Tracking Pad, Complete.	EA	1	\$1,065.00	\$1,065.00	\$1,800.00	\$1,800.00	\$1,100.00	\$1,100.00	\$1,093.00	\$1,093.00	\$1,439.25	\$1,439.25
6	0159.01	Temporary Traffic Control, Complete	LS	1	\$12,500.00	\$12,500.00	\$4,000.00	\$4,000.00	\$17,800.00	\$17,800.00	\$5,279.00	\$5,279.00	\$5,050.00	\$5,050.00
7	0333.04.1	Concrete Curb & Gutter, 36-Inch, 4" Sloped Curb Type D, Complete.	LF	180	\$31.00	\$5,580.00	\$31.50	\$5,670.00	\$31.00	\$5,580.00	\$31.70	\$5,706.00	\$31.51	\$5,671.80
8	0333.04.2	Concrete Curb & Gutter, Mountable, 24-Inch, Complete.	LF	7,050	\$15.20	\$107,160.00	\$14.70	\$103,635.00	\$15.00	\$105,750.00	\$15.60	\$109,980.00	\$15.49	\$109,204.50
9	0333.06	Concrete Curb & Gutter, Remove and Replace, Mountable 24-Inch, Complete.	LF	20	\$35.00	\$700.00	\$31.50	\$630.00	\$31.00	\$620.00	\$31.70	\$634.00	\$31.51	\$630.20
10	0333.07	Concrete Sidewalk, 4-Inch, Complete.	SF	11,430	\$6.70	\$76,581.00	\$6.57	\$75,095.10	\$6.80	\$77,724.00	\$6.90	\$78,867.00	\$6.95	\$79,438.50
11	0333.10	Concrete Sidewalk, Pedestrian Ramps, 6-Inch, Complete.	SF	250	\$8.35	\$2,087.50	\$7.88	\$1,970.00	\$8.25	\$2,062.50	\$8.60	\$2,150.00	\$7.98	\$1,995.00
12	0333.11	Concrete Sidewalk, Pedestrian Warning Fields, Complete.	SF	40	\$46.35	\$1,854.00	\$47.25	\$1,890.00	\$47.00	\$1,880.00	\$47.50	\$1,900.00	\$48.42	\$1,936.80
13	0333.32	Concrete Surface Drain, Complete.	SF	60	\$46.35	\$2,781.00	\$47.25	\$2,835.00	\$47.00	\$2,820.00	\$47.50	\$2,850.00	\$48.44	\$2,906.40
14	3105.01	Geogrid Reinforcement, Type I, Complete.	SY	1,200	\$2.78	\$3,336.00	\$2.00	\$2,400.00	\$3.00	\$3,600.00	\$2.90	\$3,480.00	\$3.36	\$4,032.00
15	3105.04	Non-Woven Geotextile, Type SAS, Complete.	SY	1,200	\$2.16	\$2,592.00	\$2.10	\$2,520.00	\$2.20	\$2,640.00	\$2.20	\$2,640.00	\$2.53	\$3,036.00
16	3111.01	Site Clearing and Grubbing, Complete.	LS	1	\$19,976.00	\$19,976.00	\$20,000.00	\$20,000.00	\$19,500.00	\$19,500.00	\$20,270.00	\$20,270.00	\$19,695.00	\$19,695.00
17	3123.01	Earthwork, Strip, Salvage and Stockpile Existing Topsoil, Complete.	LS	1	\$41,230.00	\$41,230.00	\$25,000.00	\$25,000.00	\$40,300.00	\$40,300.00	\$42,262.00	\$42,262.00	\$63,024.00	\$63,024.00
18	3123.02	Earthwork, Unclassified Excavation for Street Construction, Complete.	LS	1	\$40,760.00	\$40,760.00	\$106,000.00	\$106,000.00	\$2,345.00	\$2,345.00	\$44,885.00	\$44,885.00	\$68,276.00	\$68,276.00
19	3123.03	Earthwork, Unclassified Excavation for rear Lot Grading, Complete.	LS	1	\$2,290.00	\$2,290.00	\$8,000.00	\$8,000.00	\$8,150.00	\$8,150.00	\$2,349.00	\$2,349.00	\$8,403.20	\$8,403.20
20	3123.05	Earthwork, Excavation Below Subgrade, Complete.	CY	400	\$34.00	\$13,600.00	\$28.00	\$11,200.00	\$33.00	\$13,200.00	\$34.80	\$13,920.00	\$33.61	\$13,444.00
21	3123.11	Earthwork, Unclassified Excavation for North Wet Pond Detention Pond, Complete.	CY	760	\$5.15	\$3,914.00	\$5.10	\$3,876.00	\$5.10	\$3,876.00	\$5.30	\$4,028.00	\$6.35	\$4,826.00
22	3123.11	Earthwork, Unclassified Excavation for South Wet Pond Detention Pond, Complete.	CY	9,310	\$5.15	\$47,946.50	\$5.10	\$47,481.00	\$5.10	\$47,481.00	\$5.30	\$49,343.00	\$4.50	\$41,895.00
23	3123.12	Sampling and Laboratory Analysis of Clay Liner Material, Complete.	EA	4	\$8.40	\$33.60	\$800.00	\$3,200.00	\$810.00	\$3,240.00	\$845.00	\$3,380.00	\$424.20	\$1,696.80
24	3211.04	Crushed Aggregate Base Course, Gradation No. 4, 5-Inch Thick, Complete.	SY	14,050	\$4.30	\$60,415.00	\$4.60	\$64,630.00	\$4.30	\$60,415.00	\$4.40	\$61,820.00	\$4.57	\$64,208.50
25	3211.05	Breaker Run Base Course, Light, 7-Inch Thick, Complete.	SY	11,600	\$5.90	\$68,440.00	\$6.20	\$71,920.00	\$5.80	\$67,280.00	\$6.10	\$70,760.00	\$5.90	\$68,440.00
26	3212.01	Asphaltic Concrete Binder Pavement, 3 LT 58-28 S, 1-3/4-Inch Thick, Complete.	SY	11,600	\$9.20	\$106,720.00	\$9.55	\$110,780.00	\$9.10	\$105,560.00	\$9.40	\$109,040.00	\$9.40	\$109,040.00
27	3212.03	Asphaltic Concrete Surface Pavement, 5 LT 58-28 S, 1-1/4 -Inch Thick, Complete.	SY	11,600	\$6.10	\$70,760.00	\$6.30	\$73,080.00	\$6.00	\$69,600.00	\$6.20	\$71,920.00	\$6.20	\$71,920.00
28	3217.01	Pavement Marking, Complete.	LS	1	\$4,455.00	\$4,455.00	\$4,500.00	\$4,500.00	\$4,400.00	\$4,400.00	\$4,566.00	\$4,566.00	\$4,646.00	\$4,646.00
29	3290.11	Landscaping Topsoil, Fertilize, and hydroseed, along streets, through and past utility easements, Complete.	LS	1	\$55,165.00	\$55,165.00	\$29,800.00	\$29,800.00	\$92,525.00	\$92,525.00	\$88,665.00	\$88,665.00	\$47,268.00	\$47,268.00
30	3290.11.1	Landscaping Topsoil, Fertilize, Seed, and Temporary Erosion Control Blanket on all rear lot grading and misc. site disturbances, Complete.	LS	1	\$16,350.00	\$16,350.00	\$6,000.00	\$6,000.00	\$33,360.00	\$33,360.00	\$20,451.00	\$20,451.00	\$12,407.32	\$12,407.32
31	3290.11.1	Landscaping Topsoil, Fertilize, Seed, and Temporary Erosion Control Blanket on pond slopes, Complete.	LS	1	\$22,855.00	\$22,855.00	\$5,800.00	\$5,800.00	\$28,055.00	\$28,055.00	\$20,451.00	\$20,451.00	\$32,694.75	\$32,694.75
32	3311.01	Water Main Pipe, PVC C-900, 12-Inch, Complete.	LF	3,280	\$101.00	\$331,280.00	\$97.00	\$318,160.00	\$89.00	\$291,920.00	\$95.00	\$311,600.00	\$100.19	\$328,623.20
33	3311.01.1	Water Main Pipe, PVC C-900, 8-Inch, Complete.	LF	3,820	\$58.00	\$221,560.00	\$60.00	\$229,200.00	\$55.00	\$210,100.00	\$54.00	\$206,280.00	\$53.77	\$205,401.40
34	3311.03	Water Hydrant Lead, PVC C-900, 6-Inch, Complete.	LF	120	\$48.00	\$5,760.00	\$50.00	\$6,000.00	\$90.00	\$10,800.00	\$47.00	\$5,640.00	\$52.92	\$6,350.40
35	3311.09	Water Main Pipe, Restrained Joint PVC, Directionally Bored, 8-Inch, Complete.	LF	400	\$125.00	\$50,000.00	\$140.00	\$56,000.00	\$85.00	\$34,000.00	\$94.00	\$37,600.00	\$126.89	\$50,756.00
36	3311.20	Water Main Fire Hydrants, Complete.	EA	13	\$5,255.00	\$68,315.00	\$7,500.00	\$97,500.00	\$5,625.00	\$73,125.00	\$5,791.00	\$75,283.00	\$6,017.66	\$78,229.58
36A	3311.20.1	Water Main Fire Hydrant, Relocated, Complete.	EA	1	\$3,100.00	\$3,100.00	\$2,000.00	\$2,000.00	\$3,330.00	\$3,330.00	\$1,418.00	\$1,418.00	\$1,515.00	\$1,515.00
37	3311.21	Water Main Resilient Wedge Gate Valve, 12-Inch, Complete.	EA	8	\$4,500.00	\$36,000.00	\$4,800.00	\$38,400.00	\$4,425.00	\$35,400.00	\$4,762.00	\$38,096.00	\$4,769.47	\$38,155.76
38	3311.21.1	Water Main Resilient Wedge Gate Valve, 8-Inch, Complete.	EA	14	\$2,525.00	\$35,350.00	\$2,900.00	\$40,600.00	\$2,510.00	\$35,140.00	\$2,659.00	\$37,226.00	\$2,749.22	\$38,489.08
39	3311.21.2	Water Main Resilient Wedge Gate Valve, 6-Inch, Complete.	EA	13	\$1,840.00	\$23,920.00	\$2,200.00	\$28,600.00	\$1,800.00	\$23,400.00	\$1,867.00	\$24,271.00	\$1,982.63	\$25,774.19
39A	3311.21.3	Water Main Resilient Wedge Gate Valve, Relocated, 6-inch, Complete.	EA	1	\$1,700.00	\$1,700.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$2,394.00	\$2,394.00	\$505.00	\$505.00
40	3311.23	Water Service Corporation, Curb Stop and Box, 1-Inch, Complete.	EA	57	\$550.00	\$31,350.00	\$800.00	\$45,600.00	\$590.00	\$33,630.00	\$630.00	\$35,910.00	\$820.40	\$46,762.80
41	3311.24	Water Service, HDPE, 1-Inch, Complete.	LF	2,500	\$23.00	\$57,500.00	\$30.00	\$75,000.00	\$28.00	\$70,000.00	\$28.00	\$70,000.00	\$23.94	\$59,850.00
42	3311.25	Granular Backfill in Water Main Trench, Complete.	LF	100	\$16.00	\$1,600.00	\$50.00	\$5,000.00	\$25.00	\$2,500.00	\$57.00	\$5,700.00	\$40.40	\$4,040.00
43	3333.01	Sanitary Sewer Pipe SDR 35 PVC, 10-Inch, Complete.	LF	2,100	\$70.00	\$147,000.00	\$75.00	\$157,500.00	\$75.00	\$157,500.00	\$81.00	\$170,100.00	\$76.10	\$159,810.00
44	3333.01.1	Sanitary Sewer Pipe SDR 35 PVC, 8-Inch, Complete.	LF	2,680	\$50.00	\$134,000.00	\$55.00	\$147,400.00	\$56.00	\$150,080.00	\$55.00	\$147,400.00	\$54.59	\$146,301.20
45	3333.01.2	Sanitary Sewer Pipe, Restrained Joint PVC, Directionally Bored, 8-Inch, Complete.	LF	400	\$130.00	\$52,000.00	\$140.00	\$56,000.00	\$89.00	\$35,600.00	\$101.00	\$40,400.00	\$154.09	\$61,636.00
46	3333.03	Sanitary Sewer Laterals, PVC, 4-Inch, Complete.	LF	2,600	\$31.00	\$80,600.00	\$45.00	\$117,000.00	\$52.00	\$135,200.00	\$48.00	\$124,800.00	\$31.18	\$81,068.00
47	3333.04	Sanitary Sewer Lateral Cleanout, Complete.	EACH	1	\$615.00	\$615.00	\$750.00	\$750.00	\$740.00	\$740.00	\$458.00	\$458.00	\$440.36	\$440.36
48	3333.20	Sanitary Sewer Manholes, 48-Inch, Complete.	VF	333	\$405.00	\$134,865.00	\$330.00	\$109,890.00	\$520.00	\$173,160.00	\$414.00	\$137,862.00	\$438.57	\$146,043.81
49	3333.31	Sanitary Sewer Manhole, Chimney Reconstruct, Complete.	EA	1	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$2,200.00	\$2,200.00	\$1,980.00	\$1,980.00	\$3,838.00	\$3,838.00
50	3333.32	Sanitary Sewer Manhole, Chimney Seal, Complete.	EA	26	\$415.00	\$10,790.00	\$500.00	\$13,000.00	\$415.00	\$10,790.00	\$501.00	\$13,026.00	\$479.75	\$12,473.50
51	3333.33	Granular Backfill in Sanitary Sewer Trench, Sta 531+10 to Sta. 533+10, Complete.	LF	200	\$94.00	\$18,800.00	\$50.00	\$10,000.00	\$148.00	\$29,600.00	\$223.00	\$44,600.00	\$95.95	\$19,190.00

UNIT PRICE BID SCHEDULE

00 41 13-1



**ITEMIZED BID TABULATION**

OWNER: VILLAGE OF HOBART  
 PROJECT: 2023 GATEWAY ESTATES UTILITY AND STREET CONSTRUCTION  
 CONTRACT: 2320-23-02  
 BID DATE: TUESDAY, MAY 9, 2023 - 11:00 A.M.

Line Item	Item Code	Item Description	Unit	Qty.	FEAKER & SONS De Pere, WI		CARL BOWERS & SONS Kaukauna, WI		PTS CONTRACTORS Green Bay, WI		DORNER, INC. Luxemburg, WI		DE GROOT, INC. Green Bay, WI	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
52	3341.01	Storm Sewer Pipe, Reinforced Concrete Class (III), 42-Inch, Complete.	LF	170	\$139.00	\$23,630.00	\$125.00	\$21,250.00	\$132.00	\$22,440.00	\$141.00	\$23,970.00	\$150.81	\$25,637.70
53	3341.01.1	Storm Sewer Pipe, Reinforced Concrete Class (III), 36-Inch, Complete.	LF	165	\$118.00	\$19,470.00	\$113.00	\$18,645.00	\$117.00	\$19,305.00	\$124.00	\$20,460.00	\$130.16	\$21,476.40
54	3341.01.2	Storm Sewer Pipe, Reinforced Concrete Class (III), 30-Inch, Complete.	LF	560	\$93.00	\$52,080.00	\$91.00	\$50,960.00	\$92.00	\$51,520.00	\$99.00	\$55,440.00	\$105.22	\$58,923.20
55	3341.01.3	Storm Sewer Pipe, Reinforced Concrete Class (III), 24-Inch, Complete.	LF	780	\$68.00	\$53,040.00	\$71.00	\$55,380.00	\$71.00	\$55,380.00	\$76.00	\$59,280.00	\$81.40	\$63,492.00
56	3341.01.4	Storm Sewer Pipe, Reinforced Concrete Class (III) or PVC, 21-Inch, Complete.	LF	180	\$61.00	\$10,980.00	\$64.00	\$11,520.00	\$63.00	\$11,340.00	\$67.00	\$12,060.00	\$73.60	\$13,248.00
57	3341.01.5	Storm Sewer Pipe, Reinforced Concrete Class (III) or PVC, 18-Inch, Complete.	LF	690	\$51.00	\$35,190.00	\$55.00	\$37,950.00	\$57.00	\$39,330.00	\$54.00	\$37,260.00	\$59.87	\$41,310.30
58	3341.01.6	Storm Sewer Pipe, Reinforced Concrete Class (III) or PVC, 15-Inch, Complete.	LF	470	\$46.00	\$21,620.00	\$52.00	\$24,440.00	\$54.00	\$25,380.00	\$50.00	\$23,500.00	\$61.50	\$28,905.00
59	3341.01.7	Storm Sewer Pipe, Reinforced Concrete Class (III) or PVC, 12-Inch, Complete.	LF	930	\$44.00	\$40,920.00	\$49.00	\$45,570.00	\$53.00	\$49,290.00	\$50.00	\$46,500.00	\$56.43	\$52,479.90
60	3341.05	Storm Sewer Lateral PVC, 6-Inch, Complete.	LF	2,600	\$31.00	\$80,600.00	\$40.00	\$104,000.00	\$39.00	\$101,400.00	\$43.00	\$111,800.00	\$39.01	\$101,426.00
61	3341.06	Storm Sewer Lateral Cleanout, Complete.	EA	1	\$815.00	\$815.00	\$750.00	\$750.00	\$925.00	\$925.00	\$660.00	\$660.00	\$725.18	\$725.18
62	3341.20	Storm Sewer Manhole, 48-Inch, Complete.	VF	76.00	\$737.00	\$56,012.00	\$440.00	\$33,440.00	\$725.00	\$55,100.00	\$689.00	\$52,364.00	\$803.29	\$61,050.04
63	3341.20.1	Storm Sewer Manhole, 60-Inch, Complete	VF	41.00	\$887.00	\$36,367.00	\$610.00	\$25,010.00	\$875.00	\$35,875.00	\$833.00	\$34,153.00	\$968.68	\$39,715.88
64	3341.20.3	Storm Sewer Manhole, 84-Inch, Complete.	VF	6.00	\$1,380.00	\$8,280.00	\$1,100.00	\$6,600.00	\$1,520.00	\$9,120.00	\$1,436.00	\$8,616.00	\$1,537.12	\$9,222.72
65	3341.21	Storm Manhole Inlet, Type A, 48-Inch, Complete.	VF	8.00	\$1,037.00	\$8,296.00	\$680.00	\$5,440.00	\$1,050.00	\$8,400.00	\$1,033.00	\$8,264.00	\$1,301.90	\$10,415.20
66	3341.24	Storm Sewer Inlet, Type A, Complete.	EA	28	\$3,640.00	\$101,920.00	\$3,000.00	\$84,000.00	\$3,600.00	\$100,800.00	\$3,635.00	\$101,780.00	\$3,477.43	\$97,368.04
67	3341.30	Reinforced Concrete Pond Discharge Structure, Complete.	EA	2	\$3,800.00	\$7,600.00	\$4,000.00	\$8,000.00	\$5,275.00	\$10,550.00	\$4,256.00	\$8,512.00	\$4,699.33	\$9,398.66
68	3341.44	Storm Sewer Manhole, Chimney Seal, Complete.	EA	26	\$415.00	\$10,790.00	\$500.00	\$13,000.00	\$415.00	\$10,790.00	\$501.00	\$13,026.00	\$479.75	\$12,473.50
69	3341.45	Storm Sewer Inlet, Chimney Seal, Complete.	EA	28	\$415.00	\$11,620.00	\$500.00	\$14,000.00	\$605.00	\$16,940.00	\$501.00	\$14,028.00	\$505.00	\$14,140.00
70	3342.02	Apron Endwall, RCP, 42-Inch, Complete.	EA	1	\$2,445.00	\$2,445.00	\$2,500.00	\$2,500.00	\$2,410.00	\$2,410.00	\$3,058.00	\$3,058.00	\$2,693.67	\$2,693.67
71	3342.02.1	Apron Endwall, RCP, 21-Inch, Complete.	EA	1	\$1,105.00	\$1,105.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,341.28	\$1,341.28
72	3342.02.2	Apron Endwall, RCP, 18-Inch, Complete.	EA	1	\$1,055.00	\$1,055.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,219.00	\$1,219.00	\$1,239.27	\$1,239.27
73	3342.02.2	Apron Endwall, RCP, 15-Inch, Complete.	EA	4	\$1,100.00	\$4,400.00	\$1,500.00	\$6,000.00	\$912.00	\$3,648.00	\$1,062.00	\$4,248.00	\$1,229.17	\$4,916.68
74	3342.02.3	Apron Endwall, RCP, 12-Inch, Complete.	EA	2	\$1,050.00	\$2,100.00	\$1,500.00	\$3,000.00	\$875.00	\$1,750.00	\$1,295.00	\$2,590.00	\$1,190.79	\$2,381.58
75	3342.10	Corrugated Metal Pipe, 24-Inch, Complete.	LF	65	\$75.00	\$4,875.00	\$68.00	\$4,420.00	\$42.00	\$2,730.00	\$76.00	\$4,940.00	\$77.31	\$5,025.15
76	3342.10.1	Corrugated Metal Pipe, 18-Inch, Complete.	LF	120	\$60.00	\$7,200.00	\$60.00	\$7,200.00	\$39.00	\$4,680.00	\$66.00	\$7,920.00	\$66.57	\$7,988.40
77	3342.11	Apron Endwall, CMP, 24-Inch, Complete.	EA	2	\$335.00	\$670.00	\$300.00	\$600.00	\$125.00	\$250.00	\$474.00	\$948.00	\$511.06	\$1,022.12
78	3342.11.1	Apron Endwall, CMP, 18-Inch, Complete.	EA	2	\$250.00	\$500.00	\$200.00	\$400.00	\$125.00	\$250.00	\$338.00	\$676.00	\$430.26	\$860.52
79	5000.01	Construct 12-foot, 11-inch span by 6-foot, 0-inch tall by 48-foot long Aluminum Box Culvert, Complete.	LS	1	\$110,345.00	\$110,345.00	\$130,000.00	\$130,000.00	\$143,803.50	\$143,803.50	\$144,055.00	\$144,055.00	\$140,018.66	\$140,018.66
<b>Total - Base Bid - Bid Items 1 - 79</b>														
						<b>\$2,967,701.60</b>		<b>\$3,082,947.10</b>		<b>\$3,144,000.00</b>		<b>\$3,194,562.00</b>		<b>\$3,208,132.45</b>
80	0333.04.1	Concrete Curb & Gutter, Mountable, 24-Inch, Constructed in 2024, Complete.	LF	4,790	\$15.25	\$73,047.50	\$17.00	\$81,430.00	\$16.00	\$76,640.00	\$15.60	\$74,724.00	\$15.49	\$74,197.10
81	3212.01	Asphaltic Concrete Binder Pavement, 3 LT 58-28 S, 1-3/4-Inch Thick, Constructed in 2024, Complete.	SY	7,650	\$9.35	\$71,527.50	\$9.70	\$74,205.00	\$9.30	\$71,145.00	\$9.60	\$73,440.00	\$9.55	\$73,057.50
82	3212.03	Asphaltic Concrete Surface Pavement, 5 LT 58-28 S, 1-1/4 -Inch Thick, Constructed in 2024, Complete.	SY	7,650	\$6.20	\$47,430.00	\$6.50	\$49,725.00	\$6.20	\$47,430.00	\$6.30	\$48,195.00	\$6.30	\$48,195.00
<b>Total - Alternate 1 - Bid Items 80 - 82</b>						<b>\$192,005.00</b>		<b>\$205,360.00</b>		<b>\$195,215.00</b>		<b>\$196,359.00</b>		<b>\$195,449.60</b>
<b>Total Contract 2320-23-02, Bid Items 1-79</b>						<b>\$2,987,701.60</b>		<b>\$3,102,947.10</b>		<b>\$3,164,000.00</b>		<b>\$3,214,562.00</b>		<b>\$3,228,132.45</b>

V I L L A G E O F  
**HOBART**  
 GREATNESS IS GROWING  
**MEMORANDUM**



**TO:** Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** ARPA Funding Requests  
**DATE:** May 16<sup>th</sup> 2023

### BACKGROUND

As of May 1<sup>st</sup>, the Village's American Rescue Plan Act (ARPA) fund has a balance of \$379,859.32. Funds must be utilized by April 2024. The following items are being forwarded to the Board for approval.

### ARPA FUND REQUESTS

The proposals total \$289,911, and will leave \$89,948.32.32 in the ARPA fund.

<b>POLICE DEPARTMENT</b>		
Project	Description	Projected Cost
Police Space Renovations	<ul style="list-style-type: none"> <li>• Cubicles in PD area (\$23,080.49)</li> <li>• Police Parking Only &amp; Safe Parking Zone Signs and Posts at Village Hall (\$1,000)</li> <li>• Bullet Resistant Window for counter and hardware/install supplies (\$3,500.00)</li> <li>• Safe (Weapons – Ammo – Currency Collected) (\$5,000)</li> <li>• Security Fob Updates (\$2,419.51)</li> </ul>	\$35,000.00
	<b>TOTAL</b>	<b>\$35,000.00</b>

<b>GENERAL OFFICE</b>		
Project	Description	Projected Cost
Board Room Upgrades	<ul style="list-style-type: none"> <li>• Install a new presentation/video display system for use at meeting</li> <li>• Install a new webcam system for virtual meetings and presentations</li> </ul>	\$25,000.00
Board Room Upgrades	<ul style="list-style-type: none"> <li>• Replace Carpet</li> <li>• Painting</li> </ul>	\$15,000.00
AED (Automated External Defibrillator) Station	<ul style="list-style-type: none"> <li>• To be located in the Village Office</li> </ul>	\$1,763.00
	<b>TOTAL</b>	<b>\$41,763.00</b>

<b>FIRE DEPARTMENT</b>		
<b>Project</b>	<b>Description</b>	<b>Projected Cost</b>
Replace current Fire Department Helmets (30)	The current helmets are all roughly ten (10) years old, which is about the recommended service life.	\$15,000.00
Fire Hose	We currently have little 2.5" and 1.75" fire hose in reserve due to a recent testing failure of the current hose.	\$7,000.00
** Replace UTV	This would replace the current 2005 UTV unit.	\$24,000.00
* Handheld Radio Replacement	The current radios have not been tech supported since 2022. We replaced five (5) in 2023, with the need to purchase twenty (20) more. This purchase would include 10 radios (\$7,000 per radio).	\$70,000.00
<b>TOTAL</b>		<b>\$116,000.00</b>

<b>PUBLIC WORKS</b>		
<b>Project</b>	<b>Description</b>	<b>Projected Cost</b>
** Replace Scag Mower	This would replace the 2018 Scag Mower	\$16,000.00
*** Replace Alamo Rear Wing Flail Mower	This would replace the current mower in the fleet	\$27,000.00
** Storm Siren	This would install a siren at Four Seasons Park at the shelter. The cost includes the siren and controls (\$17,848) and the installation and pole (\$9,800)	\$27,648.00
<b>TOTAL</b>		<b>\$70,648.00</b>

<b>PARKS AND RECREATION</b>		
<b>Project</b>	<b>Description</b>	<b>Projected Cost</b>
Installation of Flag Pole	This would install a flag pole at the public space in Centennial Centre	\$1,500.00
Basketball Court – Jan Wos Park	This was recommended recently by the Park and Recreation Commission.	\$25,000.00
<b>TOTAL</b>		<b>\$26,500.00</b>

\* - Was included in proposed 2024 and 2025 Capital Plans

\*\* - Was included in proposed 2024 Capital Plan

\*\* - Was included in proposed 2025 Capital Plan