Village of Hobart – <u>www.hobartwi.gov</u> Village Office - 2990 South Pine Tree Road, Hobart, WI

Notice is hereby given according to State Statutes that the PLANNING AND ZONING COMMISSION of the Village of Hobart will meet on Monday July 7th 2025 at 5:30 P.M. at the Village Office (2990 South Pine Tree Road). NOTICE OF POSTING:
Posted this 3rd day of July, 2025 at the Hobart Village Office and on the village website.

MEETING NOTICE – PLANNING AND ZONING COMMISSION

Date/Time: Monday July 7th 2025 (5:30 P.M.)

Location: Hobart Village Office (2990 South Pine Tree Road)

ROUTINE ITEMS TO BE ACTED UPON:

- 1. Call to order/Roll Call.
- 2. Certification of the open meeting law agenda requirements and approval of the agenda
- 3. Approval of Minutes of June 2nd 2025 meeting (Page 3)
- 4. Public Comment on Non-Agenda Items

ACTION ITEMS

5. DISCUSSION AND ACTION – Consider a 2 Lot CSM creating two new parcels of 2.581 and 6.049 acres (Centerline Drive, HB-523) (Page 4)

The property owner of parcel HB-523, located along the 600 block of Centerline Dr, is proposing a two lot CSM splitting one 8.648 - acre parcel into two parcels of 2.581 and 6.049 acres in the area between Centerline Dr. and Hwy 29. The existing parcel is currently zoned PDD#1: Centennial Centre at Hobart District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements relating to lot size and lot width. (Owner: North Hobart Business Park, LLC)

6. DISCUSSION AND ACTION – Consider a 2 Lot CSM creating two new parcels of 1.550 and 1.964 acres (611 Centerline Drive, HB-524-1-1) (Page 13)

The property owner of parcel HB-524-1-1, located at 611 Centerline Dr, is proposing a two lot CSM splitting one 3.514 -acre parcel into two parcels of 1.550 and 1.964 acres along Centerline Dr. between Founders Terrace and Larsen Orchard Parkway. The existing parcel is currently zoned PDD#1: Centennial Centre at Hobart District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements relating to lot size and lot width. (Owner: North Hobart Business Park, LLC)

7. DISCUSSION AND ACTION - Discussion and action on request to modify/amend the Animal Ordinance, Chapter 102, and portions of Chapter 295 pertaining to keeping and maintaining of chickens (Page 22)

A Village resident has requested that Village Administration review and consider amending portions of Chapter 102, Animals, and subsequently portions of Chapter 295 Zoning of the Village Municipal Codes relating to the keeping and maintaining of chickens (hens only) in all single-family zoning districts (including R-1: Single-Family Residential and R-4: Single and Two-Family Residential zoning districts). Following the June P&Z Commission meeting, Staff was directed to make recommended modifications to both the zoning code (Chapter 295) to allow chickens to be kept in both the R-1 and R-4 zoning districts, but not as a permitted or permitted accessory use, such that of the R-2, R-2-R, and R-3 zoning districts. This request is for discussion and possible action with a possible recommendation to the Village Board.

8. DISCUSSION AND ACTION - Discussion and action on request to modify / amend Section 295-361 H.(3)(e) Regulation of Changeable letter and Electronic Message Center Signs (Page 48))

A property owner within the Village has recently submitted a request for a wall mounted Electronic Message Center (EMC) sign and has requested that Village Administration review and consider amending section 295-361 H. of Chapter 295 Zoning of the Village Municipal Codes relating to EMC changeable letter signs.

9. DISCUSSION AND ACTION - Discussion and action on request to amend the Village's Zoning Code Pertaining to 295-148 Driveways in PDD #2 Districts of Single-Family Properties (Page 52)

Village Staff has recently received requests from property owners located within the PDD #2: Orlando/Packerland Planned Development District to expand their existing driveway to accommodate the third stall of their garage. The current zoning code limits all single-family and two-family residential lots to the same maximum widths and curb cuts whether the lot contains a two stall or three stall garages. This agenda item is to discuss possible changes to the driveway width and curb cut require in the PDD 32 zoning district.

10. ADJOURN	
Aaron Kramer, Village Administrator	

COMMISSION MEMBERS: Rich Heidel (Chairperson), Melissa Tanke, Jeff Ambrosius, Tom Dennee, David Johnson, Bob Ross, John Rather

NOTE: A quorum of the Village Board may be present at this meeting, but no official Board action or discussion will take place. Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: www.hobartwi.gov. Any person wishing to attend, who, because of disability, requires special accommodation, should contact the Village Clerk at 920-869-1011 with as much advanced notice as possible. Notice is hereby given that action by the Board may be considered and taken on any of the items described or listed in this agenda. There may be Board members attending this meeting by telephone if necessary.



Village of Hobart Planning & Zoning Commission Minutes Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI Monday, June 2, 2025 – 5:30 pm

- Call to order/Roll Call The meeting was called to order by Rich Heidel at 5:30 pm. Jeff Ambrosius, Tom Dennee, David Johnson, John Rather, Bob Ross, and Rich Heidel were present. Absent: Melissa Tanke
- 2. Certification of the open meeting law agenda requirements and approval of the agenda ACTION: To certify the open meeting law agenda requirements and approve the agenda. MOTION: Ross SECOND: Dennee VOICE VOTE: 6-0.
- 3. Approval of Minutes of the March 19, 2025 meeting ACTION: To approve the Minutes of April 9, 2025 as presented. MOTION: Dennee SECOND: Ross. Discussion. Motion by Dennee to amend the original motion to change 'as presented' to 'with changes as noted'. Seconded by Ross. VOICE VOTE: 6-0.
- 4. Public Comment on Non-Agenda Items None.
- 5. DISCUSSION AND ACTION Election of Vice-Chairperson

ACTION: To nominate Bob Ross Vice-Chairperson. MOTION: Dennee SECOND: Roth VOICE VOTE: 6-0.

6. DISCUSSION AND ACTION – Final Plat for Enclave Estates Subdivision, Parcel HB-353, 1300 Block of S. Pine Tree Road Lexington Homes, Inc. is proposing a 23-lot subdivision in the 1300 Block of S. Pine Tree Rd. (parcel HB-353). The plat that has been submitted is the final plat that would have 23 single-family lots, and 1 Outlot (largely for storm water and environmental sensitive areas). The only change from the preliminary plat to this final plat is the establishment of "storm sewer easements" in three locations on the plat.

Director Gerbers reviewed the Final Plat for the Commission.

Appearing before the Commission: Michelle Stimpson, Lexington Homes

ACTION: To recommend approval of the Final Plat for Enclave Estates Subdivision as submitted. MOTION: Dennee SECOND: Ambrosius VOICE VOTE: 6-0.

7. DISCUSSION AND ACTION - Request to modify/ amend the Animal Ordinance, Chapter 102, and portions of Chapter 295 pertaining to keeping and maintaining of chickens

During the May 12th Village Board meeting, the Board took the following action: "To reject Ordinance 2025-05 and send the issue back to the Planning and Zoning Commission with the direction to reduce the number of allowable chickens from six to four, to allow chickens to be a Conditional Use in the R-1 and R-4 zoning districts, and to draft a new ordinance for the Board to review and act upon".

Appearing before the Commission:

Scott Wesolowski, 1561 Fox Ct

The Commission directed staff to take their recommendations and bring back a modified Animal Ordinance, Chapter 102 and portions of Chapter 295 for Commission approval.

8. ADJOURN(6:38 pm) - MOTION: Ambrosius SECOND: Heidel VOICE VOTE: 6-0.

Respectfully submitted by Lisa Vanden Heuvel, Village Clerk



TO: Planning & Zoning Commission RE: CSM, Centerline Dr. HB-523

FROM: Todd Gerbers, Director of Planning & Code Compliance DATE: July 7, 2025

ISSUE: Consider a 2 Lot CSM creating two new parcels of 2.581 and 6.049 acres

RECOMMENDATION: Staff recommends approval.

GENERAL INFORMATION

1. Applicants/Agent: Bryan Pfeffer – Robert E. Lee & Associates, Inc.

2. Owner: North Hobart Business Park, LLC

3. Parcel: HB-523

4. Zoning: PDD#1: Centennial Centre at Hobart District

ZONING REQUIREMENTS

The property owner of parcel HB-523, located along the 600 block of Centerline Dr, is proposing a two lot CSM splitting one 8.648 - acre parcel into two parcels of 2.581 and 6.049 acres in the area between Centerline Dr. and Hwy 29. The existing parcel is currently zoned PDD#1: Centennial Centre at Hobart District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements relating to lot size and lot width.

RECOMMENDATION/CONDITIONS

Staff recommends approval as submitted noting that this would be approval for both the preliminary and final CSM should there be no adjustments to the final CSM.



	Rezoning Review
	Conditional Use Permit Review
	DI ID I (D
Ш	Planned Development 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

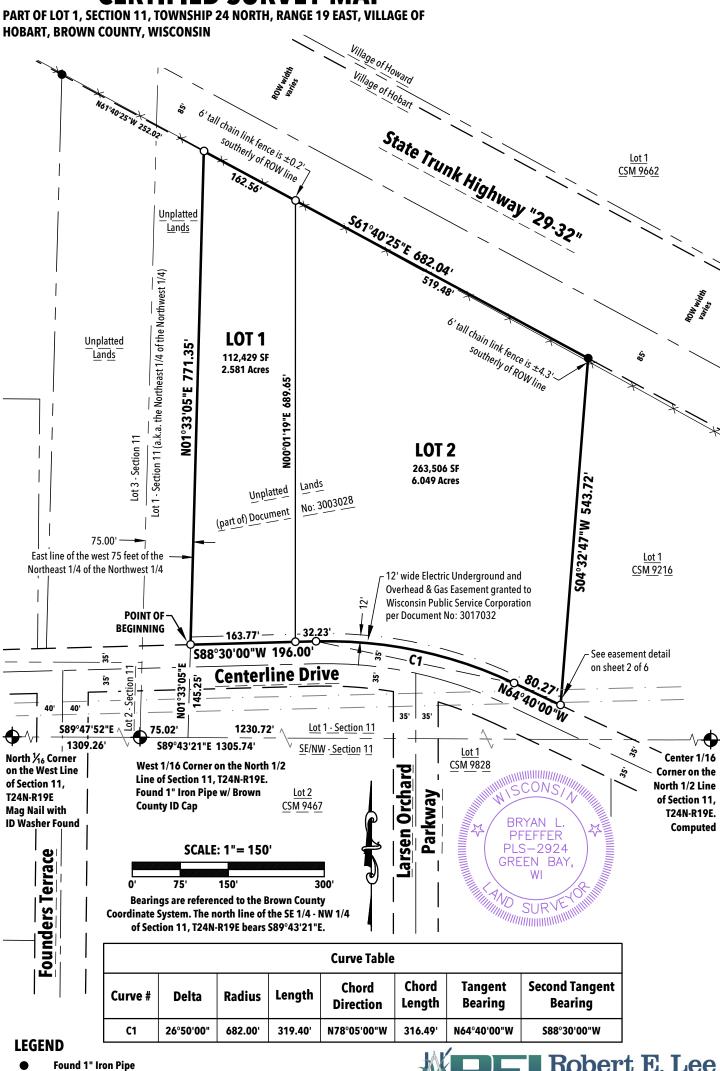
APPLICANT INFORMATI	ON		
Petitioner: Bryan Pfeffer			Date: _06/18/2025
Petitioner's Address: 1250 Ce	entennial Centre Blvd	City: Hobart	State: WI Zip: 54155
Telephone #: 920-662-9641	_{Email:} bpfeffer@	Preleeinc.com	
Status of Petitioner (Please Check	k):□ Owner Representative Bryan I Pfeffe	Tenant Prospective Buyer Digitally signed by Bryan L. Pfeffer DN: E-bpfeffer@releeinc.com, CN-Bryan L. Pfeffer OU-Euers, OU-EEL, DC-refeeinc, DC-local Date: 2025.06.18 14:00:34-0500	Date: 6/18/2025
	Diyan E. I lono	Date: 2025.06.18 14:00:34-05'00'	Date:
OWNER INFORMATION North Hobert But	sings Park IIC		6/19/2025
Owner(s): North Hobart Bu			Date:
Owner(s) Address: 3323 Bay	Ridge Ct	_{City:} Hobart	State: WI Zip: 54155
Telephone #: 920.498.9300	Email: ccalmes@	baylandbuildings.com	
Ownership Status (Please Check)	: □Individual □Trust □Part	nership 4 Corporation	
the property to inspect or gather of	wledge that Village officials and other information necessary to p y the Neighborhood Services D	d/or employees may, in the performage of the performance of t	
		ad in Califies Mariaging Membe	= Date:
SITE INFORMATION Address/Location of Proposed I	Project: vacant land - Cer	nterline Drive	Parcel #: HB
Proposed Project Type: Sports			
Current Use of Property:	nt Land		Zoning: PDD #1
Land Uses Surrounding Site:	North: State Trunk High	nway	
	South: Vacant Land		
	East: Vacant Land		
	West: Vacant Land		

**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

JUN 2 4 2025



Set 1" x 18" Iron Pipe with cap 0 weighing 1.38 lbs./lin. ft.

Recorded County Monument

NOTF:

Affected Parcel No: HB-523



SHEET 1 OF 6

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PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, divided and mapped part of Lot 1, Section 11, Township 24 North, Range 19 East, Village of Hobart, Brown County, Wisconsin, more fully described as follows:

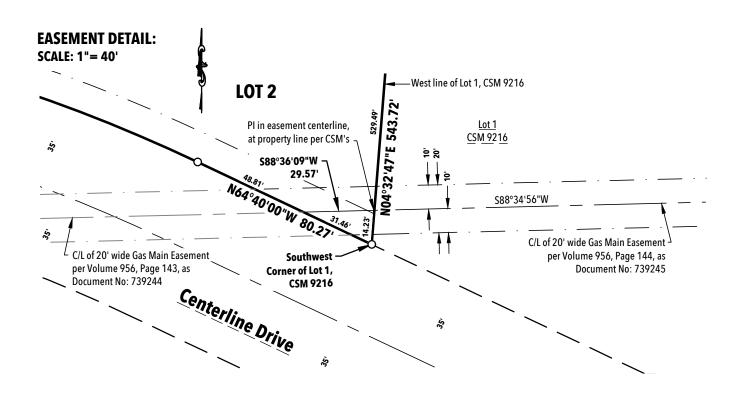
Commencing at the North 1/16 corner on the west line of said Section 11; thence S89°47'52"E, 1309.26 feet on the south line of Lot 2 of said Section 11 to the West 1/16 corner on the north 1/2 line of said Section 11; thence S89°43'21"E, 75.02 feet on the south line of said Lot 1 to the east line of the west 75.00 feet of said Lot 1 (a.k.a. the Northeast 1/4 of the Northwest 1/4); thence N01°33'05"E, 145.25 feet on said east line to the north right of way of Centerline Drive, the POINT OF BEGINNING; thence continuing N01°33'05"E, 771.35 feet on said east line to the south right of way of State Trunk Highway "29-32"; thence S61°40'25"E, 682.04 feet on said south right of way to the northwest corner of Lot 1 of Certified Survey Map Number 9216, recorded as Document Number 2921115, Brown County Records; thence S04°32'47"W, 543.72 feet on the west line of said Lot 1, Certified Survey Map Number 9216 to the north right of way of Centerline Drive; thence N64°40'00"W, 80.27 feet on said north right of way; thence on said north right of way, 319.40 feet on the arc of a 682.00 foot radius curve to the left, having a long chord which bears N78°05'00"W, 316.49 feet; thence S88°30'00"W, 196.00 feet on said north right of way to the Point of Beginning.

Said parcel contains 375,935 square feet or 8.630 acres of land more or less subject to any and all 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 236.34 of the Wisconsin Statutes and Chapter 21 of the Brown County Land Division and Subdivision Ordinance in the surveying, dividing and mapping of the same.

Dated this _______ day of ________, 2025.

Bryan L. Pfeffer PLS #2924
ROBERT E. LEE & ASSOCIATES, INC.



PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

LOT DRAINAGE RESTRICTIVE COVENANT:

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

SURVEYOR'S NOTES:

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

RESTRICTIVE COVENANTS:

The undersigned, being the owner of the real estate legally described on Sheet 2 of 6 and mapped on Sheet 1 of 6 of this Certified Survey Map (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.

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

(Covenants continued on sheet 4 of 6)

PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS (CONTINUED):

2. Notice of Transfer.

- (a) Notice and Consent to Transfer. Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.
- (b) Failure to Act. If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.
- (c) Basis for Objection. Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.
- (d) Inapplicability. Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.
- 3. Waiver of Certain Restrictions. Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.
- 4. Duration of Restrictions. The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.
- 5. Reformation of Covenants. If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.
- 6. Amendment of Covenants. These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an 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.

(Covenants continued on sheet 5 of 6)



PART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS (CONTINUED):

OWNER: NORTH HOBART BUSINESS PARK, LLC

7. Miscellaneous.

OWNER:

- a) Expenses. In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.
- (b) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.
- (c) Binding Effect. These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.
- (d) Paragraph Headings. The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.
- (e) Applicable Law. Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

Ву:	_	
Print name and title:		_
STATE OF WISCONSIN)		
) SS		
COUNTY OF BROWN)		
Personally came before me this namely North Hobart Business Park, Ll	day of LC to me known to be the pers	, 2025, the above signed owner of the Subject Real Estate on who executed the foregoing instrument.
Notary Public, Brown County, WI		
My Commission Evniros		

CERTIFIED SURVEY MAPPART OF LOT 1, SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

VILLAGE OF HOBART

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

BROWN COUNTY PLANNING COMMISSION		
North Hobart Business Park, LLC	Date	
Print name and title		
STATE OF WISCONSIN)COUNTY) SS		
Personally came before me this day instrument and acknowledged the same.	of	, 2025, the above named to me known to be the same person who executed the foregoing
Notary Public, State of Wisconsin		
(print name)		
My commission expires:		
VILLAGE OF HOBART BOARD APP	PROVAL:	
Approved by the Village of Hobart this	day of	_, 2025.
Lisa Vanden Heuvel, Village Clerk		
TREASURER'S CERTIFICATE:		
As Brown County Treasurer, I hereby certify tha included in this Certified Survey Map as of the c	t the records in my date listed below.	y office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands
Ray Suennen Brown County Treasurer	Date	_
BROWN COUNTY PLANNING COM	лмission:	
Approved for the Brown County Planning Com	mission this	_ day of, 2025.
Devin Yoder, Senior Planner		



TO: Planning & Zoning Commission RE: CSM, Centerline Dr. HB-524-1-1

FROM: Todd Gerbers, Director of Planning & Code Compliance DATE: July 7, 2025

ISSUE: Consider a 2 Lot CSM creating two new parcels of 1.550 and 1.964 acres

RECOMMENDATION: Staff recommends approval.

GENERAL INFORMATION

1. Applicants/Agent: Bryan Pfeffer – Robert E. Lee & Associates, Inc.

2. Owner: North Hobart Business Park, LLC

3. Parcel: HB-524-1-1

4. Zoning: PDD#1: Centennial Centre at Hobart District

ZONING REQUIREMENTS

The property owner of parcel HB-524-1-1, located at 611 Centerline Dr, is proposing a two lot CSM splitting one 3.514 - acre parcel into two parcels of 1.550 and 1.964 acres along Centerline Dr. between Founders Terrace and Larsen Orchard Parkway. The existing parcel is currently zoned PDD#1: Centennial Centre at Hobart District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements relating to lot size and lot width.

RECOMMENDATION/CONDITIONS

Staff recommends approval as submitted noting that this would be approval for both the preliminary and final CSM should there be no adjustments to the final CSM.



	Rezoning Review
	Conditional Use Permit Review
	Planned Development Review
n	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 INFORMATI	ON		
Petitioner: Bryan Pfeffer			Date:06/18/2025
Petitioner's Address: 1250 Ce	entennial Centre Blvd	Hobart	Date: 06/18/2025 State: WI Zip: 54155
Telephone #: 920-662-9641	Email: bpfeffer@	releeinc.com	
Status of Petitioner (Please Chec Petitioner's Signature (required):	k):□ Owner⊡ Representative I Brvan L. Pfeffer	Tenant Prospective Buyer DN: E-bpleffer@releeinc.com, CN-Bryan L. Pfeffer ON: E-bpleffer@releeinc.com, CN-Bryan L. Pfeffer, OU_USers, OU=REL, DC-refleeinc, DC-local	er Date:6/18/2025
OWNER INFORMATION		Date: 2025.06.18 14:01:58-05'00'	Date:
Owner(s): North Hobart Bu	siness Park, LLC		Date:
Owner(s) Address: 3323 Bay		City: Hobart	State: WI Zip: 54155
Telephone #: 920.498.9300			
Ownership Status (Please Check)			
	wledge that Village officials and other information necessary to property the Neighborhood Services De	ocess this application. I also us partment for incomplete subm	
	Chad N	1 Calmes Managing Member	Date:
SITE INFORMATION Address/Location of Proposed I Proposed Project Type: Autom		ive	Parcel #: HB
Proposed Project Type:Vacar Current Use of Property:			
Land Uses Surrounding Site:			Zoning:
Land Oses Surrounding Site.	South: Video duplication	service	
	East: Vacant Land		
	West: Car Wash		

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

Application fees are due at time of submittal. Make check payable to Village of Hobart.

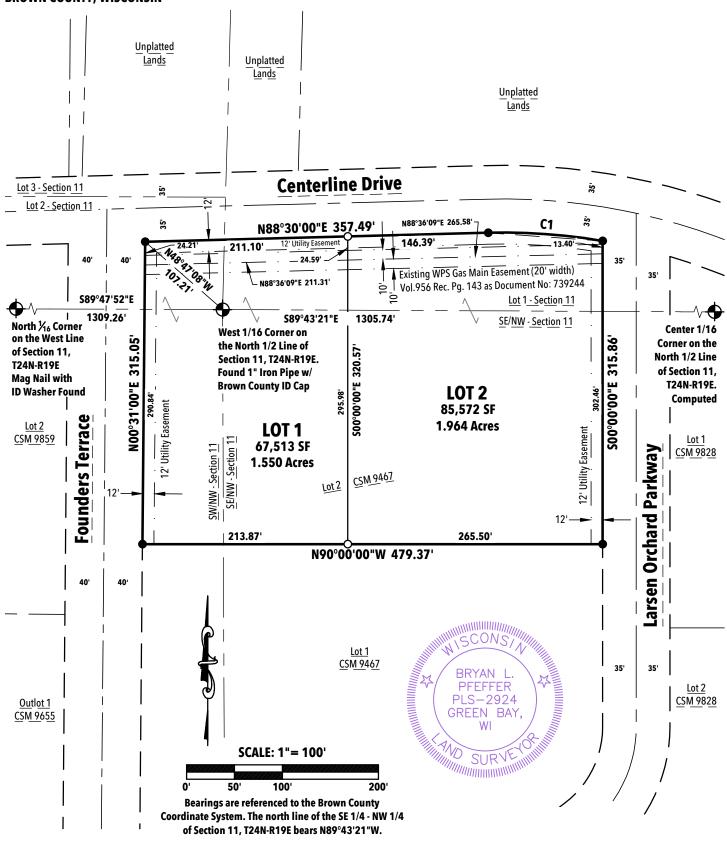
> Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

Hearing.

JUN 2 4 2025

RECEIVED

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 9467, DOCUMENT NUMBER 3002730, BEING PART OF LOT 1, PART OF LOT 2, PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



				Curve Table			
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	11°12'09"	612.00'	119.66'	\$85°53'55.5"E	119.47'	S80°17'51"E	N88°30'00"E

LEGEND

Found 1" Iron Pipe

O Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.

Recorded County Monument

NOTE:

Affected Parcel No: HB-524-1-1





ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 9467, DOCUMENT NUMBER 3002730, BEING PART OF LOT 1, PART OF LOT 2, PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided all of Lot 2 of Certified Survey Map Number 9467, Document Number 3002730, located in part of Lot 1, part of Lot 2, part of the Southwest 1/4 of the Northwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4, all located in Section 11, Township 24 North, Range 19 East, Village of Hobart, Brown County, Wisconsin

Said parcel contains 153,085 square feet or 3.514 acres of land more or less subject to any and all 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 236.34 of the Wisconsin Statutes and Chapter 21 of the Brown County Land Division and Subdivision Ordinance in the surveying, mapping and dividing of the same.

Dated this	day of	, 2025.
Bryan L. Pfeffer	PLS #2924	
RORFRT F I FF & AS	SOCIATES, INC.	

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 9467, DOCUMENT NUMBER 3002730, BEING PART OF LOT 1, PART OF LOT 2, PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

LOT DRAINAGE RESTRICTIVE COVENANT:

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

SURVEYOR'S NOTES:

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

RESTRICTIVE COVENANTS:

The undersigned, being the owner of the real estate legally described on Sheet 2 of 6 and mapped on Sheet 1 of 6 of this Certified Survey Map (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.

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

(Covenants continued on sheet 4 of 6)

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 9467, DOCUMENT NUMBER 3002730, BEING PART OF LOT 1, PART OF LOT 2, PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS (CONTINUED):

2. Notice of Transfer.

- (a) Notice and Consent to Transfer. Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.
- (b) Failure to Act. If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.
- (c) Basis for Objection. Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of those Portrictive Covenants.
- (d) Inapplicability. Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.
- 3. Waiver of Certain Restrictions. Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.
- 4. Duration of Restrictions. The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.
- 5. Reformation of Covenants. If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.
- 6. Amendment of Covenants. These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an 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.

(Covenants continued on sheet 5 of 6)



ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 9467, DOCUMENT NUMBER 3002730, BEING PART OF LOT 1, PART OF LOT 2, PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS (CONTINUED):

OWNER: NORTH HOBART BUSINESS PARK, LLC

7. Miscellaneous.

- (a) Expenses. In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.
- (b) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.
- (c) Binding Effect. These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.
- (d) Paragraph Headings. The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.
- (e) Applicable Law. Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

Ву:	
Print name and title:	
STATE OF WISCONSIN)) SS	
) SS COUNTY OF)	
Personally came before me this day of namely North Hobart Business Park, LLC to me known to be	, 2025, the above signed owner of the Subject Real Estate the person who executed the foregoing instrument.
Notary Public, Brown County, WI	
My Commission Evniros	

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 9467, DOCUMENT NUMBER 3002730, BEING PART OF LOT 1, PART OF LOT 2, PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

OWNER'S C	ERTIFICATE:
-----------	-------------

Devin Yoder, Senior Planner

		ped on this Certified Survey Map to be surveyed, divided and mapped as represented on this map. ired by s-236.34 to be submitted to the following for approval or objection:
VILLAGE OF HOBART BROWN COUNTY PLANNING COMMISSION		
North Hobart Business Park, LLC	Date	
Print name and title		
STATE OF WISCONSIN)COUNTY) SS		
Personally came before me this instrument and acknowledged the same.		, 2025, the above named to me known to be the same person who executed the foregoing
Notary Public, State of Wisconsin		
(print name)		
My commission expires:	_	
VILLAGE OF HOBART BOARD Approved by the Village of Hobart this		, 2025.
Lisa Vanden Heuvel, Village Clerk		
TREASURER'S CERTIFICATE:		
As Brown County Treasurer, I hereby certi included in this Certified Survey Map as o		ny office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands r.
Ray Suennen Brown County Treasurer	Date	
BROWN COUNTY PLANNING	COMMISSION:	
Approved for the Brown County Planning		day of, 2025.





TO: Planning & Zoning Commission

RE: Discussion and action to amend the Village's Codes Pertaining to Keeping and Maintaining Chickens, Chapter 102, and Portions of Chapter 295 Zoning

FROM: Todd Gerbers, Director of Planning & Code Compliance DATE: July 7, 2025

ISSUE: Discussion and action on request to modify/ amend the Animal Ordinance, Chapter 102, and portions of

Chapter 295 pertaining to keeping and maintaining of chickens

RECOMMENDATION: Direct Staff accordingly.

GENERAL INFORMATION

A Village resident has requested that Village Administration review and consider amending portions of Chapter 102, Animals, and subsequently portions of Chapter 295 Zoning of the Village Municipal Codes relating to the keeping and maintaining of chickens (hens only) in all single-family zoning districts (including R-1: Single-Family Residential and R-4: Single and Two-Family Residential zoning districts). This request is for discussion and possible action with a possible recommendation to the Village Board.

This topic does not need much introduction as it has been discussed and various Commission and Board meetings. Following the June P&Z Commission meeting, Staff was directed to make recommended modifications to both the zoning code (Chapter 295) to allow chickens to be kept in both the R-1 and R-4 zoning districts, but not as a permitted or permitted accessory use, such that of the R-2, R-2-R, and R-3 zoning districts. Attached are draft copies of the R-1 and R-4 zoning districts that lists the keeping of chickens as a "Supplementary" accessory use, revisions to the zoning definitions for accessory uses, and portions of Chapter 102 which regulates the harboring and licensing of chickens.

With the "Supplementary" license, the Village would be required to notify the neighbors within 100 feet of the meeting date for an application request, but it would not be a full public hearing. This way the neighbors can provide their opinions and thoughts with the Village Board prior to Staff being able to issue such a license.

This was Staff's attempt to cover the items from the June meeting, but plan to use this meeting to modify any portions of these ordinances as deemed necessary.

RECOMMENDATION/CONDITIONS

Direct Staff to make any necessary modifications to both Chapters 295 and 102 relating to the keeping of chickens in R-1 and R-4 zoning districts.

R-1

§ 295-26. Applicability.

The following regulations shall apply in R-1 Districts.

§ 295-27. Permitted uses.

The following uses are permitted in the R-1 District:

- A. Single-family dwellings.
- B. Parks, playgrounds and athletic fields.
- C. Public recreational and community center buildings and grounds.

§ 295-28. Prohibited uses.

The following uses are prohibited in the R-1 District:

- A. Corporate retreats.
- B. Outdoor wood burners/solid-fuel heating devices. [Added 1-6-2015 by Ord. No. 01-2015]

§ 295-29. Accessory uses.

The following are accessory uses in the R-1 District:

- A. Permitted accessory uses
 - (1) Home occupations.
 - (2) Private garages, carports, and driveways.
 - (3) Private swimming pools.
 - (4) Satellite dish antennas less than 38 inches in diameter.
 - (5) Tool houses, sheds and other similar buildings used for the storage of common supplies.
 - (6) Telephone, cable television, and public utility installations.
- B. Supplementary uses.
 - (1) The keeping or maintaining of chickens (hens or pullets) when licensed in compliance with Chapter 102.

§ 295-30. Conditional uses. [Amended 1-15-2013; 1-2-2019 by Ord. No. 2018-20; 6-15-2021 by Ord. No. 2021-07; 6-4-2024 by Ord. No. 2024-06]

The following are conditional uses in the R-1 District:

- A. Cemeteries.
- B. Colleges and universities.
- C. Community living arrangements serving nine or more persons.
- D. Fire stations, police stations, post offices, and other municipal facilities necessary for Village Downloaded from https://ecode360.com/HO3209 on 2025-07-02

Village of Hobart, WI operation.

E. Manufactured home parks.

§ 295-30

§ 295-30

- F. Planned unit development.
- G. Ponds.
- H. Public, parochial and private, elementary, junior high and senior high schools.
- I. Religious institutions in the form of convents, seminaries, monasteries, churches, chapels, temples, synagogues, rectories, parsonages, and parish houses.
- J. Satellite dish antennas larger than 38 inches and less than 12 feet in diameter.
- K. Accessory structures and fences which do not conform to the requirements identified elsewhere in this chapter, but which are designed, constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity or use and will not change the essential character of the same area.
- L. Public utility and service uses, and civic buildings as follows:
 - (1) Substations.
 - (2) Fire stations.
 - (3) Gas regulator stations.
 - (4) Police stations, public works facilities.
 - (5) Railroad rights-of-way but not including railroad yards and shops, other than for passenger purposes.
 - (6) Telephone exchanges, transmission equipment buildings and microwave relay towers.
 - (7) Parcels that do not meet any one of the zoning requirements regarding building setbacks, lot frontage, lot size, accessory building size and number of buildings per parcel; provided that the remaining zoning requirements are all met.

R-4

§ 295-63. Purpose.

The R-4 Single- and Two-Family Residential District is designed to accommodate single-family homes and duplexes along with compatible uses that are characteristic of low- to medium-density neighborhoods.

§ 295-64. Applicability.

The following regulations shall apply in R-4 Districts.

§ 295-65. Permitted uses.

The following uses are permitted in the R-4 District:

- A. Single-family dwellings.
- B. Two-family dwellings.
- C. Park, playgrounds, and athletic fields.
- D. Public recreational and community center buildings and grounds.

§ 295-66. Prohibited uses.

The following uses are prohibited in the R-4 District:

- A. Corporate retreats.
- B. Outdoor wood burners/solid-fuel heating devices. [Added 1-6-2015 by Ord. No. 01-2015]

§ 295-67. Accessory uses.

The following are accessory uses in the R-4 District:

- A. Permitted accessory uses.
 - (1) Home occupations.
 - (2) Private garages, carports, and driveways.
 - (3) Private swimming pools.
 - (4) Tool houses, sheds and other similar buildings used for the storage of common supplies.
 - (5) Satellite dish antennas less than 38 inches in diameter.
 - (6) Telephone and public utility installations and cable television installations.

B. Supplementary uses.

(1) The keeping or maintaining of chickens (hens or pullets) when licensed in compliance with Chapter 102.

§ 295-68. Conditional uses. [Amended 1-15-2013; 1-2-2019 by Ord. No. 2018-20; 3-15-2022 by Ord. No. 2022-03; 6-4-2024 by Ord. No. 2024-06]

The following are conditional uses in the R-4 District:

A. Artificial lakes and ponds.

§ 295-68

§ 295-68

- B. Cemeteries and mausoleums.
- C. Colleges and universities.
- D. Community living arrangements serving nine or more persons.
- E. Day-care centers.
- F. Planned unit development.
- G. Public utility and service uses, and civic buildings as follows:
 - (1) Substations and transmission lines.
 - (2) Fire stations.
 - (3) Gas regulator stations.
 - (4) Police stations.
 - (5) Railroad rights-of-way, but not including railroad yards and shops, other than for passenger purposes.
 - (6) Telephone exchanges, transmission equipment buildings and microwave relay towers.
- H. Public, parochial and private, elementary, junior high and senior high schools.
- I. Radio and television stations and similar electronic communicating systems, towerstransmitting and receiving.
- J. Religious institutions in the form of convents, seminaries, monasteries, churches, chapels, temples, synagogues, rectories, parsonages, and parish houses.
- K. Accessory structures and fences which do not conform to the requirements identified elsewhere in this chapter, but which are designed, constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity or use and will not change the essential character of the same area.
- L. Satellite dish antennas larger than 38 inches and less than 12 feet in diameter.
- M. Telephone and public utility installations, and cable television installations.

§ 102-6. Poultry and livestock prohibited.

- A. Except as specifically permitted in a zoning district, no person shall keep or maintain any poultry, pigeons or fowl, or any animal raised for fur-bearing purposes, or any livestock, including, but not limited to, horses, cattle, sheep, goats, pigs or swine, whether or not such animal is domesticated, tamed, or a pet.
 - (1) The slaughter of chickens permitted in a n the R-1, R-2, R-2-R₂ and R-3, and R-4 Single-Family Residential Zoning Districts shall be prohibited. [Amended 6-7-2016 by Ord. No. 06-2016]
- B. Any person keeping or maintaining such poultry, pigeons, fowl, animal or livestock contrary to this subsection as of August 5, 2003, may continue to keep or maintain such a nonconforming use upon receipt of a permit from the Village Clerk—Treasurer in accordance with rules established by resolution of the Village Board as long as a public nuisance is not created.
- C. Exceptions. The exceptions to this section shall apply as in § 102-5.
- D. Prohibitions. The prohibitions of this section shall apply as in § 102-5.

§ 102-9. Shelter.

- A. No person owning or responsible for any animal may fail to provide the animal with proper shelter as prescribed in this section. No person shall confine and/or allow said animals to remain outside during adverse weather conditions, constituting a health hazard to such animal.
- B. Minimum indoor standards of shelter shall include ambient temperature compatible with the health of the animal and shall be adequately ventilated by natural or mechanical means to provide for the health of the animal.
- C. Minimum outdoor standards of shelter shall include shelter from sunlight when such is likely to cause heat exhaustion or other ill effects. Natural or artificial shelter appropriate to the local climatic conditions for the species shall be provided as necessary for the health of the animal.
- D. Minimum indoor and outdoor standards for enclosures and shelters shall be constructed and maintained so as to provide sufficient space to allow adequate freedom of movement and the retention of body heat for the health of the animal.
 - (1) Shelter requirements for chickens required to be licensed per § 102-11A shall meet the following requirements:
 - (a) The shelter shall be structurally sound, moistureproof and maintained in good repair;
 - (b) Chickens shall be provided shelters that are enclosed, predatorproof, insulated and adequately ventilated;
 - (c) Shelters shall use exterior finish materials approved for exterior use and shall be of finish materials and a color which is substantially similar to those used in the principal structure;

§ 102-9

§ 102-10

- (d) A sufficient quantity of suitable clean bedding material, to provide insulation and protection against the cold and dampness and promote the retention of body heat, shall be required;
- (e) Shelters shall be provided an entrance covered by a self-closing swinging covering or an L-shaped entrance to prevent the wind from blowing directly into the shelter;
- (f) During the months of May through September, Subsection D(1)(e) and (d) may be suspended;
- (g)(f) Chicken shelters shall measure a minimum of seven square feet in area or three square feet in area per chicken, whichever is greater;
- (h)(g) Chicken shelters shall be provided with one nest box per chicken;
- (i)(h) Chicken shelters shall be provided with elevated perches to ensure chickens are able to rest in their natural roosting position;
- (i)(i)Chicken shelters shall be constructed and maintained so as to prevent rodents from being harbored underneath, or within the walls or roof of, said structure;
- (k)(i) Chicken shelters, food storage units, and waste compost shall be placed to maintain a minimum 15 feet setback from abutting properties, comply with the zoning district's principal building setback standards and shall must be located in the rear yard of the property as defined by the Zoning Ordinance;
- (h)(k) Chickens shall be secured within the shelter during nondaylight hours;
- (2) Fence enclosure (run) requirements for chickens required to be licensed per § 102-11A shall meet the following requirements:
 - (a) Chickens shall be provided with access to an outdoor fence enclosure (run) measuring at least 10 square feet in area or six square feet per chicken, whichever is greater, for the majority of daylight hours, weather permitting. Such run area shall be located to maintain a minimum 15 feet setback from abutting properties and shall not be located closer to side or rear property lines than the shelter.
 - (b) Chicken shelters shall provide direct access to the outdoor fence enclosure (run).
 - (c) Fencing must have spacing of no more than one inch;
 - (d) Fencing shall be no less than three feet and no greater than six feet in height;
 - (e) The fence enclosure requirements must be maintained all year, regardless of weather.
- E. Minimum sanitation standards for both indoor and outdoor enclosures shall include daily cleaning to remove excreta and other waste materials, dirt, and trash so as to minimize health hazards.
- F. No person may intentionally abandon any animal.
- § 102-10. Violations and penalties; complaints.

§ 102-9

1. Editor's Note: See Ch. 295, Zoning.

§ 102-10

§ 102-10

A. Violations of this article shall be subject to the penalties provided in § 1-3. Each day of continuing violation shall constitute a separate offense. [Amended 1-6-2015 by Ord. No. 01-2015]

B. Complaints.

- (1) General nuisance complaints include any complaint not classified as animal cruelty.
- (2) Animal cruelty complaints consist of, but are not limited to:
 - (a) Inadequate food or water;
 - (b) Unkempt shelters and enclosures;
 - (c) Improperly sized shelters and enclosures;
 - (d) Inadequate shelter temperature, ventilation or bedding conditions;
 - (e) Slaughter or killing of animals.

§ 102-11. Licensing.

A. License required.

- (1) Every person residing in the Village who owns a dog which is more than five months of age on January 1 shall annually at the time and in the manner prescribed by law for the payment of personal property taxes obtain a license therefor.
- (2) Every person in the Village residing in the an R-2, R-2-R or R-3 Single-Family Zoning Districts who plans to own or harbor owns one or more chickens shall secure an annual license in the same manner as required for dogs, except that the license shall be required regardless of the age of the chickens. Every person in the Village residing in an R-1 or R-4 Single-Family Zoning District who plans to own or harbor one or more chickens shall secure an annual Supplementary License from the Village Clerk. The Village Clerk shall not issue a Supplementary License until after receiving approval from the Village Board after receiving a recommendation from the Village Planning & Zoning Commission. The property owners within 100 feet of the property boundaries of the applicant applying for the Supplementary License shall be notified by first class U.S. mail at least one week prior to the meeting of the Village Board. The Either license and associated fees are to keep chickens and not a "per chicken" license. [Amended 6-7-2016 by Ord. No. 06-2016]
 - (a) Initial license applications. All applicants must receive and provide written approval obtain signatures from the owner and occupant(s) of all abutting neighboring residentially used properties within 100 feet of the applicant's property lines, exclusive of street rights-of-way. The applicant shall contact neighboring property owners and occupants and provide to said parties information required for the license in order that said parties may be informed as to the requirements and regulations applicable to inform them of their intent for the keeping of chickens. No initial license application for the keeping of chickens may be considered unless said approvals have been obtained and presented. This provision shall only apply for approval of the initial license application and not for renewal of consecutive licenses, except for the consecutive issuance of a

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§ 102-11

§ 102-11

Supplementary License as required in 102-11 A.(2). In cases where the license lapses by more than 30 days, any application shall be considered an initial application.

(a)1. (b) The holder of a license to own or harbor chickens agrees to allow representatives of the Village to enter and inspect the premises upon reasonable notice to assess compliance with all standards section 102. The Village Clerk shall not renew any license of an operator that does not, within a reasonable timeframe, correct any deficiencies identified upon written notice from the Village.

- B. Fees. The license fees will be as determined by resolution of the Village Board. [Amended 6-7-2016 by Ord. No. 06-2016]
- C. State law adopted. Chapter 174, Wis. Stats., pertaining to licensing of dogs, is made part of

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§ 102-12

§ 102-11

this section by reference.

§ 102-12. Number of animals limited. [Amended 1-6-2015 by Ord. No. 01-2015; 6-7-2016 by Ord. No. 06-2016; 7-20-2021 by Ord. No. 2021-12; 5-2-2023 by Ord. No. 2023-08]

- A. No person shall own, harbor, or keep in his possession more than two dogs on property zoned residential, with the exception that a litter of pups, or a portion of a litter, may be kept for not exceeding 12 weeks from birth on a parcel consisting of 2 1/2 acres or less. On parcels more than 2 1/2 acres in size, no person shall own, harbor, or keep in his possession more than five dogs on property zoned residential, with the exception that a litter of pups, or a portion of a litter, may be kept for not exceeding 12 weeks from birth.
- B. A person seeking a variance in the number of dogs allowed in Subsection A above, for parcels consisting of 2 1/2 acres or less, may do so by submitting a form designated by the Village. The variance may be granted by the Chief of Police or his or her designee.
 - (1) In no event shall the number of dogs in a dwelling unit exceed four.
 - (2) All dogs must be properly licensed with the Village.
 - (3) The Chief of Police shall consider whether there have been any complaints of any violation of this article against the owner or property owner in all variance requests. Such variance may be subject to conditions as deemed appropriate by the Chief of Police.
 - (4) The variance may be revoked by the Chief of Police if any condition specified in the variance is not met. The variance may also be revoked by the Chief of Police if a complaint regarding violation of this article is received after the variance is granted.
 - (5) All decisions to deny a variance request or revoke a previously granted variance may be appealed to the Village Board if written notice of appeal is received by the Village Administrator within 14 days of receipt of the revocation notice. The Board shall consider the appeal at its next regularly scheduled meeting.
 - (6) There shall be no variances allowed in the maximum number of chickens.
- C. For the purpose of determining the size of a property for the regulation of the number of dogs permitted, adjoining parcels owned by the same person may be combined to determine the total acreage for regulation purposes as described in Subsection A above.
- D. If a person owns, harbors or keeps more than the allowable number of dogs under Subsection A above at the time the ordinance establishing the limit is passed, they shall not be required to remove any dogs from the property, but will not be able to replace any dog, after they are no longer owned, harbored or kept on the property permanently, until the person is in compliance with the ordinance.
- E. No person in the Village residing in the an R-2, R-2-R or R-3 Single-Family Zoning Districts shall own, harbor or keep in his or her possession more than six chickens. No person in the Village residing in an R-1 or R-4 Single-Family Zoning District shall own, harbor, or keep in his or her possession more than four chicken. The total number of chickens permitted to be harbored or kept in the R-1 or R-4 zoning districts may be increased to a maximum of six chickens if the applicant provides signed letters (including, name, address, and phone number) for all abutting property owners and occupants

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§ 102-13

§ 102-11

indicating that there have not been any problems with the animals at the requesting residence (i.e., excessive noise, animals running loose, unsanitary conditions, or the similar) and that they approve of the additional number of animals being requested. Permission for the increased number shall be obtained annually and submitted on the approved form with the Supplementary License. For the purposes of this section, a "chicken" shall be defined as a domestic hen or pullet of the subspecies Gallus gallus domesticus. No roosters are allowed.

§ 102-13

§ 102-19.1

§ 102-13. Animals not to run at large.

- A. No person shall own, harbor or keep a dog which runs at large. Any dog not on a leash, nor within the property limits of its owner or keeper, is declared to be "at large," and is declared to be a public nuisance. A "leash" shall be defined as a chain, cord or rope which is not more than 10 feet in length and which is of sufficient strength to control the actions of the animal. Any police officer, humane officer or other designated public official of the Village may enter any premises, except that premises of the owner or keeper of such animal, and capture, by any reasonable and necessary means, such animal.
- B. A dog that is actively engaged in a legal hunting activity, including training, is not considered to be running at large if a dog is monitored or supervised by a person and the dog is on land that is open to hunting or on land on which the person has obtained permission to hunt or to train a dog.
- C. No person in the Village residing in an R-1, R2, R-2-R, R-3, or R-4 Single-Family Zoning District shall own, harbor or keep a chicken which runs at large. Any chicken not secured within a fenced enclosure or equivalent within the property limits of its owner or keeper is declared to be "at large," and is declared to be a public nuisance.

§ 102-19. Violations and penalties. [Amended 1-6-2015 by Ord. No. 01-2015]

Violations of this article shall be subject to the penalties provided in § 1-3. Each day of continuing violation shall constitute a separate offense.

§ 102-19.1. Revocation or refusal to issue annual license.

- A. The Village of Hobart may revoke or may refuse any license required by this article upon the conviction of any two offenses of provisions contained in Article II or III of this chapter not classified as animal cruelty or for any offense classified as animal cruelty as defined in § 102-10B(2).
- B. Upon license revocation or refusal, status may be restored by submitting a petition to the Village Board identifying what measures have been taken to correct the concerns resulting in citation issuance, and securing approval from the Village Board to restore license status.

R-1 & R-4 Chicken Harboring Requirements- Supplementary License

Property Requirements

- 1. Written permission from property owner is required if the licenses applicant does not own the property where chickens will be kept.
- Chickens shall not be kept, harbored, or maintained upon any vacant lot (except
 where vacant lot is adjoining the developed lot to where the licensee owns and
 resides), inside a residential dwelling unit including basements, garages, porches,
 or under raised decks/platforms.
- 3. The coop/shelter and run area shall be located in the rear yard of the license holder's residential property.
- 4. Coop/shelter and run placement shall be at a minimum of, but not limited to, a fifteen (15) foot setback from side and rear yard lot lines. If located adjacent to an accessory structure such as a garage or shed, coop placement shall not be on the side of the accessory structure that is adjacent to the nearest side or rear property line. In addition, coops shall not be closer than twenty-five (25) feet to a residential dwelling located on an abutting lot.

Requirements for keeping and sanitation

- 1. Not more than four (4) chickens may be kept on the property. Possible increase to six (6) with approval signatures from abutting property owners and occupants.
- 2. Deceased chickens shall be disposed of immediately in a safe manner, which may include trash disposal after placing the deceased chicken in a sealed bag.
- 3. Unusual illness or death of chickens shall be immediately reported to the Health Department.
- 4. Offsite sale of eggs is prohibited except as otherwise permitted by the State of Wisconsin and USDA.
- 5. Coops and chicken runs shall be cleaned of hen droppings, uneaten feed, feathers and other waste as necessary to ensure the birds health and minimize odor and other nuisances.
- 6. Feed shall be stored in containers which make the feed inaccessible to rodents, vermin, wild birds and predators.
- 7. Compliance with all other requirements listed on the "License & Certification For Keeping of Chickens". Where there may be a conflict between the two documents of requirements, the most restrictive requirement would apply.

295-8 - Current Village of Hobart Definition

ACCESSORY USE

A subordinate use which is incidental to and customary in conjunction with the principal structure or use and which is located on the same lot with such principal structure or use.

295-8 - Proposed Village of Hobart Definitions

ACCESSORY USE, PERMITTED

A subordinate use which is incidental to and customary in conjunction with the principal structure or use and which is located on the same lot with such principal structure or use.

ACCESSORY USE, SUPPLEMENTARY

A subordinate use which is incidental to and customary in conjunction with the principal structure or use and which is located on the same lot with such principal structure or use and requires a license from the Village.

Permit Link	74c67b83cb4a404a452f3.pdf		https://www.lawrencewi.gov/ egov/documents/153617463 2_92278.pdf		https://allouez.s3.amazonaws.com/ media/2023/08/22142308/Hen- License-Application-Fillable- 1.1.2024.pdf	https://cdnsm5- hosted.civiclive.com/UserFil es/Servers/Server_4555970/ File/Residents/Permits%20& %20Licenses/BI-200s/BI- 216%20Chicken%20Permit %20Application.pdf	https://www.greenbaywi.gov/ DocumentCenter/View/262/ Chicken-Hen-License- Application- PDF?bidld=#:~:text=The%20l icense%20fee%20is%20%2 45,and%20ends%20on%20 December%2031.
		bart	Lawrence	Howard	Allouez	Bellevue	Green Bay
	Permit	CUP					
Setbacks	None currently listed		Coops/Runs shall be min. 25' to dwellings and min. 10' to property lines. No chicken coop shall be located in the front or side yard of any parcel.	any principal residential structure on an adjacent lot. No chicken coop shall be located within any setback	No permanent enclosure may be closer than twenty-five (25) feet to any residential structure on adjacent lots and no closer than ten (10) feet to any lot line unless the licensee provide signed letters (including name, address, and phone) from all adjacent property owners affected by the smaller setback. Permission shall be obtained annually and submitted on the approved form with the hen license application.	No chicken coop shall be located closer than 25 feet to any principal residential structure on an adjacent lot or within any required rear setback. No chicken coop shall be located in a front or side yard of a parcel, whether outside the setback or not.	None listed
# of chickens	6	6	4	<=2ac = 4 hens >2ac = 8 hens	6 per permit. Additional 6 with adjoining property owner signature for up to 12 total	4	4
Roosters	None allowed	None allowed	None allowed	None allowed	None allowed	None allowed	None allowed
Neighbors informed before permit?	Yes	Yes	Yes, signatures	No	No, unless they want >6 hens	No	No
Permit needed?	Yes		Yes	Yes	Yes	Yes	Yes
Administrative burden							
Lot size restrictions	None	None	1 acre	No	No No		No
Free range?	No	No	No	No No		No	No
Slaughter?	No		No	No	No	Unspecified	No
Code link	-	Village of Hobart, WI Prohibited and Protected Animals, Fowl, Reptiles and Insects		https://library.municode.com /wi/howard/codes/code_of_o rdinances?nodeld=PTIICOOR _CH4AN_ARTIINGE_S4- 2KELIPORE	https://ecode360.com/30156833#3 0156900	https://ecode360.com/2731 2031#27312068	https://library.municode.com /wi/green_bay/codes/code_o f_ordinances?nodeld=COOR _CH6AN_S6-3LIKEHE



State of Misconsin 2025 - 2026 LEGISLATURE

LRB-0330/1 EVM:cdc

2025 ASSEMBLY BILL 42

February 17, 2025 - Introduced by Representatives SORTWELL, BEHNKE, GOEBEN, MIRESSE, PIWOWARCZYK, STROUD and WICHGERS, cosponsored by Senator CABRAL-GUEVARA. Referred to Committee on Local Government.

1 AN ACT to create 66.0443 of the statutes; relating to: local regulation of fowl.

Analysis by the Legislative Reference Bureau

This bill prohibits political subdivisions and sewerage districts from prohibiting the keeping of up to four chickens or quail (fowl) by property owners or certain lessors on properties zoned for residential use. The bill specifically allows political subdivisions and sewerage districts to do any of the following with regard to the keeping of fowl:

- 1. Require a keeper of fowl to obtain a permit.
- 2. Require notification of adjoining land owners.
- 3. Impose reasonable regulations related to the location of fowl housing on a property.
 - 4. Prohibit the keeping of roosters.
 - 5. Impose reasonable cleanliness standards.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

- 2 **SECTION 1.** 66.0443 of the statutes is created to read:
- 3 **66.0443 Local regulation of fowl.** (1) In this section:

ASSEMBLY BILL 42

16

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property.

(d) Prohibit the keeping of roosters.

 $\ \, \hbox{(e) Impose reasonable cleanliness standards}.$

SECTION	1

1	(a) "Fowl" means chickens or quail.
2	(b) "Local governmental unit" means a city, village, town, county, or sewerage
3	district.
4	(2) No local governmental unit may prohibit the keeping of 4 or fewer fowl by
5	any of the following on a property zoned for residential use:
6	(a) The owner of the property. A local governmental unit may prohibit any
7	keeping of fowl that is inconsistent with the condominium's declarations, bylaws
8	and rules on a property that is a condominium.
9	(b) A lessor of the property if the property is owner-occupied.
10	(3) Notwithstanding sub. (2), a local governmental unit may do any of the
11	following with regard to the keeping of fowl:
12	(a) Require a keeper of fowl to obtain a permit.
13	(b) Require notification of owners of properties adjoining the property or
14	which fowl are to be kept.
15	(c) Impose reasonable regulations related to the location of fowl housing on a

(END)

Assembly Bill 42

An Act to create 66.0443 of the statutes; Relating to: local regulation of fowl.

Status: A - Local Government

History

Date / House	Action	Journal
2/17/2025 Asm.	Introduced by Representatives Sortwell, Behnke, Goeben, Miresse, Piwowarczyk, Stroud and Wichgers; cosponsored by Senator Cabral-Guevara	
2/17/2025 Asm.	Read first time and referred to Committee on Local Government	
2/19/2025 Asm.	Representative Tusler added as a coauthor	
3/11/2025 Asm.	Representative Mursau added as a coauthor	
3/17/2025 Asm.	Representative Stroud withdrawn as a coauthor	
3/19/2025 Asm.	Public hearing held	
3/19/2025 Asm.	Representative Miresse withdrawn as a coauthor	

Content subject to change after proofing by Chief Clerk staff.



State of Misconsin 2025 - 2026 LEGISLATURE

LRB-1731/1 EVM:cdc

2025 SENATE BILL 44

February 12, 2025 - Introduced by Senator Cabral-Guevara, cosponsored by Representatives Sortwell, Behnke, Goeben, Miresse, Piwowarczyk, Stroud and Wichgers. Referred to Committee on Transportation and Local Government.

1 AN ACT to create 66.0443 of the statutes; relating to: local regulation of fowl.

Analysis by the Legislative Reference Bureau

This bill prohibits political subdivisions and sewerage districts from prohibiting the keeping of up to four chickens or quail (fowl) by property owners or certain lessors on properties zoned for residential use. The bill specifically allows political subdivisions and sewerage districts to do any of the following with regard to the keeping of fowl:

- 1. Require a keeper of fowl to obtain a permit.
- 2. Require notification of adjoining land owners.
- 3. Impose reasonable regulations related to the location of fowl housing on a property.
 - 4. Prohibit the keeping of roosters.
 - 5. Impose reasonable cleanliness standards.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

- 2 **SECTION 1.** 66.0443 of the statutes is created to read:
- 3 **66.0443 Local regulation of fowl. (1)** In this section:

SENATE BILL 44

19

<u> </u>		
	TT	

1	(a) "Fowl" means chickens or quail.
2	(b) "Local governmental unit" means a city, village, town, county, or sewerage
3	district.
4	(2) No local governmental unit may prohibit the keeping of 4 or fewer fowl by
5	any of the following on a property zoned for residential use:
6	(a) The owner of the property. A local governmental unit may prohibit any
7	keeping of fowl that is inconsistent with the condominium's declarations, bylaws,
8	and rules on a property that is a condominium.
9	(b) A lessor of the property if the property is owner-occupied.
10	(3) Notwithstanding sub. (2), a local governmental unit may do any of the
11	following with regard to the keeping of fowl:
12	(a) Require a keeper of fowl to obtain a permit.
13	(b) Require notification of owners of properties adjoining the property on
14	which fowl are to be kept.
15	(c) Impose reasonable regulations related to the location of fowl housing on a
16	property.
17	(d) Prohibit the keeping of roosters.
18	(e) Impose reasonable cleanliness standards.

(END)

Senate Bill 44

An Act to create 66.0443 of the statutes; Relating to: local regulation of fowl.

Status: S - Transportation and Local Government

History

Date / House Action	Journal
2/12/2025 Sen. Introduced by Senator Cabral cosponsored by Representati Stroud and Wichgers	-Guevara; ves Sortwell, Behnke, Goeben, Miresse, Piwowarczyk,
2/12/2025 Sen. Read first time and referred t	o Committee on Transportation and Local Government
2/19/2025 Sen. Representative Tusler added	as a cosponsor
3/12/2025 Sen. Representative Mursau adde	d as a cosponsor
3/17/2025 Sen. Representative Stroud withdo	rawn as a cosponsor
3/19/2025 Sen. Representative Miresse without	drawn as a cosponsor
5/27/2025 Sen. Public hearing held	

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FEE: _\$20.00_
Date Paid:

License & Certification For Keeping Of Chickens

I,	, hereby apply for the required license to keep
(Print Name)	
chickens at	, Village of Hobart
(Pr	int Address)
County of Brown, State of Wisconsin, a	nd certify that I have read the Ordinance provisions
applicable to the keeping of chickens at	my R2, R2R or R3 Single Family Zoning District.
I further certify that I understand the app	olicable rules and regulations and have provided the
required shelter and fence enclosure, inc	cluding the following:
•	

- Every person in the Village residing in an R2, R2R, R3 district who owns one or more chickens shall secure an annual license regardless of age of the chickens. The license and associated fee is to keep chickens and not a "per chicken" license.
- That this license is an annual license, expiring on December 31st, and must be renewed prior to the expiration date for the following year.
- That this license permits keeping no more than 6 hens (Gallus gallus domesticus) or pullets.
- NO rooster chickens are permitted.
- No person authorized to keep chickens in accordance with this license shall own, harbor or keep a chicken, which runs at large. Any chicken not secured within a fenced enclosure or equivalent within the property limits of its owner or keeper, is declared to be "at large", and is declared to be a public nuisance.
- The slaughter of chickens in the R2, R2R, R3 zoning district shall be prohibited.
- The owner of chickens in the R2, R2R, R3 zoning district shall provide enclosure and shelter constructed and maintained so as to provide sufficient space to allow adequate freedom of movement and the retention of body heat for the health of the animal.
- The owner of chickens in the R2, R2R, R3 zoning district shall obtain permission from all owner occupied neighboring property owners within 100 feet of property lines.
- Shelters shall meet the following requirements:
 - ✓ The shelter shall be structurally sound, moisture proof and maintained in good repair;
 - ✓ Chickens shall be provided shelters that are enclosed, predator-proof, insulated and adequately ventilated;
 - ✓ Shelters shall use exterior finish materials approved for exterior use and shall be of a color which is substantially similar to those used in the principal structure;
 - ✓ A sufficient quantity of suitable clean bedding material, to provide insulation and protection against the cold and dampness and promote the retention of body heat;
 - ✓ Shelters shall be constructed and designed to provide protection and warmth from weather and wind;
 - ✓ Chicken shelters shall measure a minimum of seven (7) square feet in area or three (3) square feet in area per chicken, whichever is greater, but not to exceed 64 square feet;
 - ✓ Chicken shelters shall be provided with one nest box per chicken;
 - ✓ Chicken shelters shall be provided with elevated perches to ensure chickens are able to rest in their natural roosting position;

- ✓ Chicken shelters shall be elevated off the ground, constructed and maintained so as to prevent rodents from being harbored underneath, within the walls or roof of said structure;
- ✓ Chicken shelters, food storage units, and waste compost shall be placed to comply with the zoning district principal building setback standards and must be located in the rear yard of the property as defined by the zoning ordinance;
- Fence enclosures shall meet the following requirements:
 - ✓ Chickens shall be provided with access to an outdoor fence enclosure (run) measuring at least ten (10) square feet in area or six (6) square feet per chicken, whichever is greater, for the majority of daylight hours, weather permitting.
 - ✓ Chicken shelters shall provide direct access to the outdoor fence enclosure (run.)
 - ✓ Fencing must have spacing of no more than 1 inch;
 - ✓ Fencing shall be no less than 3 feet in height;
 - ✓ The fence enclosure requirements must be maintained all year, regardless of weather.
- That I further permit authorized Village personnel and/or agents to enter upon my premises with advance notification for the purpose of assessing and verifying compliance with all applicable rules related to this license and the keeping of chickens.

(Applicant s	ignature)				(Date)
	Zoning 1	District Ve	<u>rificati</u>	<u>on</u>	
The address where the c	chickens will be l	kept is zoned:	R-2	R2R	R3
(Zoning Adı	ministrator or Authoriz	zed Village Designee)			(Date)
Filed in the office of the		illage of Hoba	rt on the _	day	of
CTATE OF WISCONSIN			ry Smith, Villa lage of Hobart	ge Clerk – Treasurer	
STATE OF WISCONSIN) COUNTY OF BROWN)) ss.:				
Subscribed and sworn to before me Thisday of	_20				
Notary Public, Brown County, WI My Commission:	_				



TO: Planning & Zoning Commission

RE: Discussion and action to amend the Village's Code Pertaining to 295-361 H.(3)(e) Regulation of Signs

FROM: Todd Gerbers, Director of Planning & Code Compliance DATE: July 7, 2025

ISSUE: Discussion and action on request to modify / amend Section 295-361 H.(3)(e) Regulation of Changeable letter and Electronic Message Center Signs.

RECOMMENDATION: Staff recommends the approval of the amendments as submitted.

GENERAL INFORMATION

A property owner within the Village has recently submitted a request for a wall mounted Electronic Message Center (EMC) sign and has requested that Village Administration review and consider amending section 295-361 H. of Chapter 295 Zoning of the Village Municipal Codes relating to EMC changeable letter signs

Upon reviewing the Village's current zoning codes, it was noticed that both changeable letter and Electronic Message Center signs are limited to 32 square feet of sign area and are only permitted as being part of a ground mount sign. The mounting of such a EMC sign is currently prohibited from being mounted on a building elevation. Village Staff has drafted modifications to the existing Sign Code pertaining to changeable letter and EMC signs. Some of the changes include prohibiting the installation of changeable letter signs in both the PDD #1 and PDD #2 zoning districts, allowing EMC signs to be wall mounted, allowing for the Site Review Committee to grant a 50% increase in sign area for ground signs that contain an EMC (some locations are limited to 50 square feet of total signage and if an EMC can be up to 40 square feet, it doesn't leave much for the remainder of the sign), requiring the sign to turn off or show full black in the event of sign malfunction, and require the property owner to submit a letter with the permit application stating that they will comply with the brightness limitations set by the sign ordinance.

Copies of both the current and proposed ordinance are provided, and these proposed modifications will also go to the Site Review Committee for consideration and comments prior to going to a public hearing before the Village Board.

RECOMMENDATION/CONDITIONS

Approve the proposed modifications to sections 295-361 H.(3)(e) of the Village Zoning Code and forward to the Village Board for a public hearing.

295-361 Regulations of Signs

Section 295-361H.(3)(e) to be modified to read:

- (1) Changeable letter or Electronic Message Center (EMC) signs shall be subject to the following requirements and limitations.
- (2) Changeable letter signs are prohibited in the PDD #1 and PDD #2 zoning districts and allowed in commercial, industrial, public, and institutional zoning districts subject to the following standards:
 - (a) Changeable letter signs shall be part of a permanent freestanding ground sign.
 - (b) Changeable letter signs shall be included when calculating the allowable square feet that is permitted for freestanding signs as noted elsewhere in the Village's Sign Code. The Village Site Review Committee may approve up to a 50% increase in total sign area for a freestanding ground sign on properties that are limited to a total of 50 square feet of area, when taking into account the physical and spatial environment, traffic patterns, and overall integration into the neighborhood and surrounding development.
- (3) Electronic Message Centers (EMC) are allowed in commercial, industrial, public, and institutional zoning districts subject to the following standards:
 - (a) Electronic message centers shall be a maximum of 40 square feet of display area per sign face (maximum of two (2) faces).
 - (b) Electronic message centers shall be included when calculating the allowable square feet that is permitted for wall or freestanding signs as noted elsewhere in the Village's Sign Code. The Village Site Review Committee may approve up to a 50% increase in total sign area for a freestanding ground sign on properties that are limited to a total of 50 square feet of area, when taking into account the physical and spatial environment, traffic patterns, and overall integration into the neighborhood and surrounding development.
 - (c) Electronic message centers shall be made part of and integrated into a freestanding ground sign. Electronic message centers may be integrated into a wall mount sign.
 - (d) Electronic message centers are permitted to display words and/or graphics only. Animation that creates a video is prohibited.
 - (e) Any individual letter or graphic scrolling or otherwise displayed shall remain illuminated and visible for a minimum of two (2) seconds.
 - (f) The message shall not flash. Any message that remains visible for less than two (2) seconds shall be considered as flashing.
 - (g) The illuminance of an electronic message center (EMC) shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image for a full color-capable EMC, or a solid image for a single-color EMC. All measurements shall be taken as close as practical to a perpendicular plane of the sign at the distance determined by the total square footage of the EMC as set

- forth in the following formula: Measurement Distance in feet = the square root of (the Area of the Sign *100).
- (h) The difference between the off and solid-message measurements using the EMC Measurement Criteria shall not exceed 0.3 footcandles at night.
- (i) All permitted EMCs shall be equipped with a sensor or other device that automatically dim according to ambient light conditions. In no case shall the EMC exceed 0.3 footcandles over ambient lighting conditions.
- (j) Include systems and monitoring to either turn the display off or show "full black" on the display in the event of malfunction.
- (k) Be designed so if a catastrophic power surge occurs, the display will turn off or show "full black".
- (l) Automatically adjust the intensity of its display according to natural ambient light conditions.
- (m) The owners of such an EMC sign shall include a signed letter accompanying their permit application certifying that they will comply with the prescribed brightness limitations set by this ordinance.
- (n) Electronic message centers may also be subject to additional state and federal regulations when located near a state or federally regulated roadway.



Changeable letter and electronic message center signs.

- [1] Changeable letter or electronic message center signs shall be per ground sign, subject to the following limitations.
- [2] Changeable letter signs shall meet the following:
 - [a] Shall be part of a permanent ground sign;
 - [b] Shall not exceed 32 square feet in area;
 - [c] Shall be allowed in addition to the ground sign square footage.
- [3] Electronic message centers shall meet the following:
 - [a] Shall be part of a permanent ground sign.
 - **[b]** Shall not exceed 32 square feet in area.
 - [c] Shall be allowed in addition to the ground sign square footage.
 - [d] Are permitted to contain individual letters and/or graphics (such as snowflakes falling, clouds moving, flags waving, etc.) only. Animation such as video is prohibited.
 - [e] Any individual letter or graphic scrolling or otherwise displayed on an electronic message center shall remain illuminated and visible for a minimum of two seconds.
 - [f] The message shall not flash. Any message that remains visible for less than two seconds shall be considered as flashing.
 - [g] Regardless of the light source, undue brightness is prohibited, and compliance with § 295-361D is required. For the purpose of enforcing this provision, "undue brightness" will be construed to mean illumination of a white portion of the sign in excess of the following intensity levels: daylight hours: 10,000 nits; night hours: 750 nits. Additionally the following provisions shall be provided:
 - [i] The light source shall be governed by a properly functioning ambient light measurement tool or device such as a photocell.
 - [ii] The sign shall have an automatic phased proportional dimmer, which shall be used to reduce nighttime brightness levels (compared to daytime brightness levels).
 - [iii] Prior to the issuance of a permit for an electronic message center sign, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed the levels specified in this section, and the intensity level is protected from being manipulated or altered by other than the manufacturer through the use of password-protected software or other method as deemed appropriate by the Zoning Administrator.
 - [iv] Prior to issuance of a permit for an electronic message center sign, the owner of the sign shall provide a signed authorization permitting the Village to contact the sign manufacturer and/or successors having authority to adjust the light intensity, at any time in the future, to verify the settings for the light intensity.
 - [h] Electronic message centers may also be subject to additional state and federal regulations.



TO: Planning & Zoning Commission

RE: Discussion and action to amend the Village's Zoning Code Pertaining to 295-148 Driveways in PDD #2 Districts

FROM: Todd Gerbers, Director of Planning & Code Compliance DATE: July 7, 2025

ISSUE: Discussion and action on request to amend the Village's Zoning Code Pertaining to 295-148 Driveways in PDD #2 Districts of Single-Family Properties

RECOMMENDATION: Direct Staff to make any necessary modifications and forward to the Village Board for a public hearing.

GENERAL INFORMATION

Village Staff has recently received requests from property owners located within the PDD #2: Orlando/Packerland Planned Development District to expand their existing driveway to accommodate the third stall of their garage. The current zoning code limits all single-family and two-family residential lots to the same maximum widths and curb cuts whether the lot contains a two stall or three stall garages. This agenda item is to discuss possible changes to the driveway width and curb cut require in the PDD 32 zoning district.

Village Staff has received calls recently about the possibility for property owners to widen the existing driveways on their property mainly to accommodate the maneuvering of vehicles into the third stalls of their garage. The current zoning ordinance limits the driveway to a maximum curb cut of 30 feet with a maximum driveway width of 22 feet at the right-of-way line. These dimensions seem to work quite well for a two-stall garage where most of the garages are roughly 21 feet in width, but when it comes to the third stall, those have a total garage width of roughly 38 feet. The property can have the full 38 feet of driveway from the garage to the right-of-way line (front property line), but then it must narrow down to the maximum width of 22 feet. This can create challenges for larger vehicles to stay on the driveway without driving across the grass. One resident in this situation felt bad as he kept tracking mud on to the road and had to go out and try to clean it off as this happened largely on a daily basis. These village residents are inquiring about a possible driveway expansion, are requesting to have the ordinance reviewed to allow for properties that contain a 3-stall garage within the PDD #2 zoning district to have a larger driveway width in the right-of-way and possibly a larger curb cut.

After discussing a possible ordinance change with Village Staff, we would recommend that the maximum curb cut/driveway opening remain with a maximum of 30' and we would be open to allowing the driveways for dwelling containing 3-stall garages to have larger driveway widths at the right-of-way line. The driveway would then be required to taper from the right-of-way line to the width of the curb cut/driveway opening.

Copies of both the current and proposed ordinance are provided, and these proposed modifications would also go to a public hearing before the Village Board.

RECOMMENDATION/CONDITIONS

Provide comments and direction to Village Staff on the proposed modifications to section 295-148 of the Village Zoning Code and forward to the Village Board for a public hearing.

§ 295-148. Single-family and two-family residential (SFR).

Residential dwelling units comprised of single family, duplex, townhouse, row house or condominium where the owner occupies the dwelling unit. Single-family residences are limited to two stories.

A. Permitted uses. All uses outlined under "permitted uses" within the R-1 Residential (Article VI of this chapter), R-2 Residential (Article VII of this chapter), R-3 Residential (Article VIII of this chapter), and R-4 Single and Two-Family Residential zoning classifications (Article IX of this chapter) are permitted in the district.

B. Lot requirements.

- (1) Lot area and lot frontage. No single-family lot is to be less than 70 feet in width; no duplex lot is to be less than 80 feet in width.
- (2) Density. Single-family lots shall have a minimum density of 8,400 square feet, unless otherwise specified herein; duplex lots shall have a minimum density of 9,600 square feet.
- C. Height regulations. All structures must be designed so as to ensure adequate air, light and privacy for all residents, and minimize adverse effects upon surrounding properties. Maximum height restrictions are 35 feet, unless otherwise approved by the Site Review Committee.
- D. Building setbacks. All structures must meet the minimum setback requirements of 25 feet for front yards, seven feet for each side yard, 25 feet for rear yards, and four feet for driveways four feet off property lines, maximum curb cut of 30 feet with 22 feet at the right of way, and. There shall be no accessory buildings and no outside storage.

E. Building size.

- (1) Minimum size of a one-story dwelling shall be 1,400 square feet for a building in the single-family designation.
- (2) Minimum size of a two-story dwelling shall be 1,000 square feet on the ground floor and a total minimum of 1,600 square feet.

F. Parking.

- (1) All dwellings shall provide a minimum of two enclosed parking stalls meeting the building setback requirements.
- (2) Enclosed parking stalls shall be accessed by a paved driveway which shall be limited to a direct path between the public right-of-way and the enclosed parking stalls.
- (3) Driveways shall have a maximum curb cut/driveway opening of 30 feet at the street with a maximum driveway width of 22 feet at the right-of-way line for dwellings containing a 2-stall attached garage, and 38 feet at the right-of-way line for dwellings containing a 3-stall attached garage. The portion of driveway located in the right-of-way shall taper from the width at the right-of-way line to the planned curb cut/driveway opening.
- (4) There shall be no off-street parking or storage in any yard except for within the paved

driveway.

- (5) Parking shall not extend into the public right-of-way.
- (6) Open off-street parking facilities shall be solely for parking of passenger vehicles,

which shall be regulated as follows:

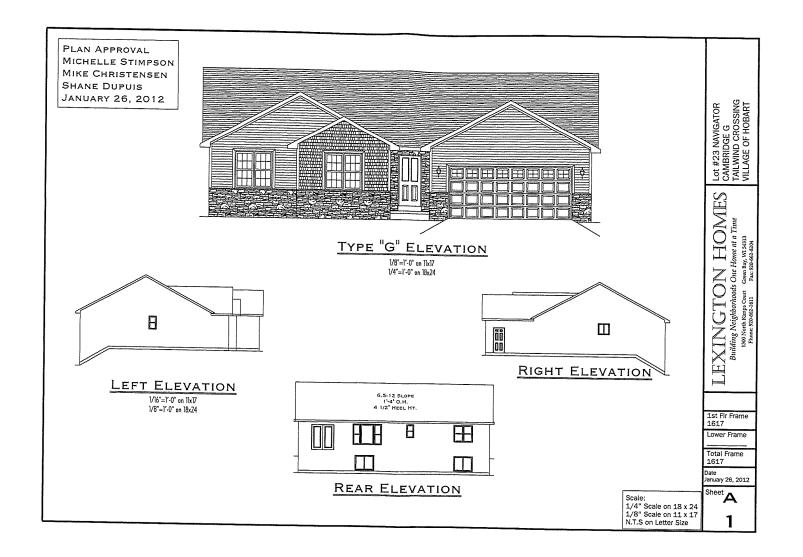
- (a) All vehicles shall be in condition for safe and legal performance on public rights-of-way and shall be registered, displaying current license plates.
- (b) There shall be no exterior parking or storage of nonpassenger vehicles and equipment except as follows:
 - [1] A maximum of one commercial vehicle, licensed and registered for operation on public rights-of-way, per dwelling unit may be parked outdoors if:
 - [a] Used by a resident of the dwelling unit.
 - [b] It has a manufacturer's gross vehicle weight rating of 10,000 pounds or less and is less than 21 feet in length.
 - [2] Nonpassenger vehicles and equipment associated with and customary to residential uses may be parked for a maximum of 24 consecutive hours.
 - [a] Nonpassenger vehicles and equipment normally associated with and customary to a residential use include, but are not limited to:
 - [i] Boats.
 - [ii] Motor homes.
 - [iii] Travel trailers.
 - [iv] Campers.
 - [v] Snowmobiles, ATVs, UTV and personal watercraft, all of which must be housed or stored on or within a trailer.
 - [vi] Utility trailers.
 - [b] Vehicles and/or equipment not normally associated with or customary to a residential use specifically prohibited from being parked or stored outdoors on residential property include, but are not limited to:
 - [i] Construction equipment, such as bulldozers, backhoes, skid steers, and forklifts.
 - [ii] Dump and stake-body-style trucks.
 - [iii] Cube-type vans and trucks.
 - [iv] Landscaping business equipment, such as tractors, tree spades, graders and scrapers.
 - [v] Semitrailers and semi-tractors.
 - [vi] Concession, vending and catering trailers.
 - [vii] Commercial/industrial equipment trailers and lifts.

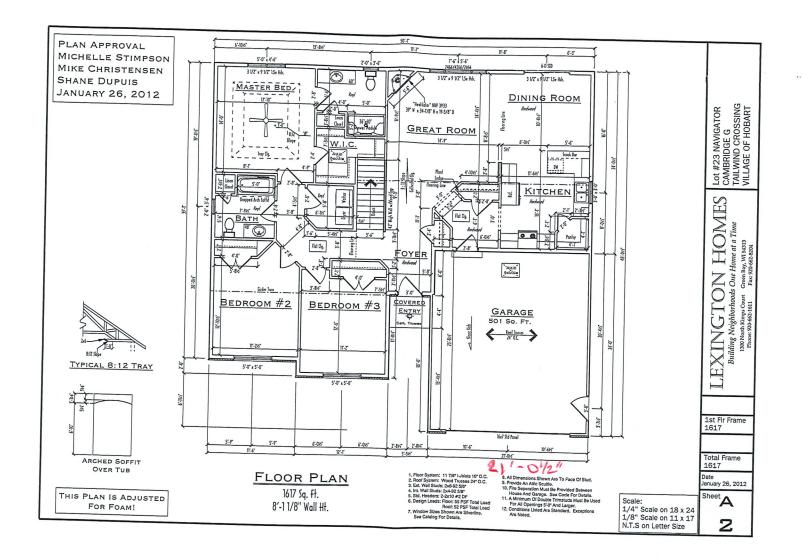
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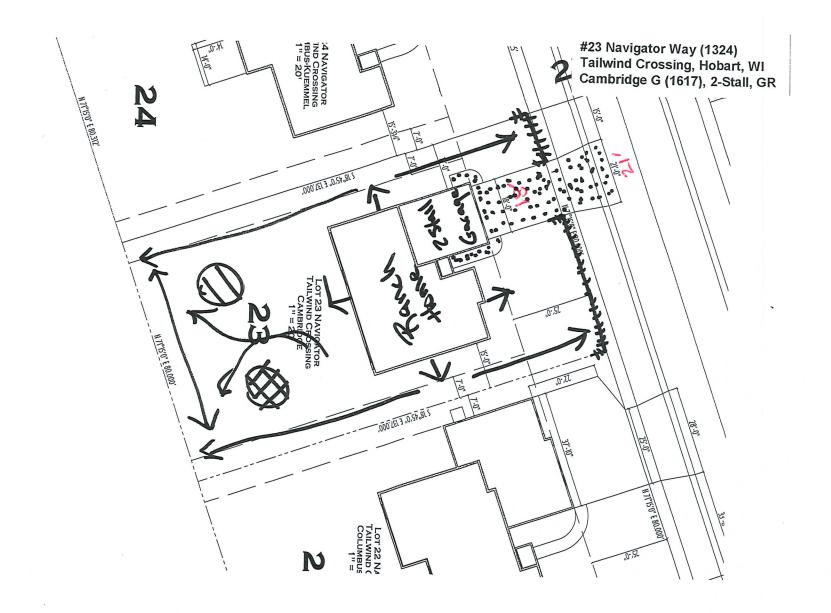
§ 295-148

§ 295-148

- [viii] Tow trucks, wreckers or car carriers.
- [c] "Twenty-four consecutive hours," for the purposes of this section, shall be defined as a time frame which is inclusive of all time in which a regulated nonpassenger vehicle is not removed from the premises for more than 72 consecutive hours.







Part of Brown County WI

LEGEND / KEY

Parcel Boundary

Condominium

Gap or Overlap



"hooks" indicate parcel ownership crosses a line



Parcel line

Right of Way line
---- Meander line

---- Lines between deeds or lots

····· Historic Parcel Line

---- Vacated Right of Way

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

Map printed 7/2/2025



1:480

1 inch = 40 feet*

1 inch = 0.00758 miles*

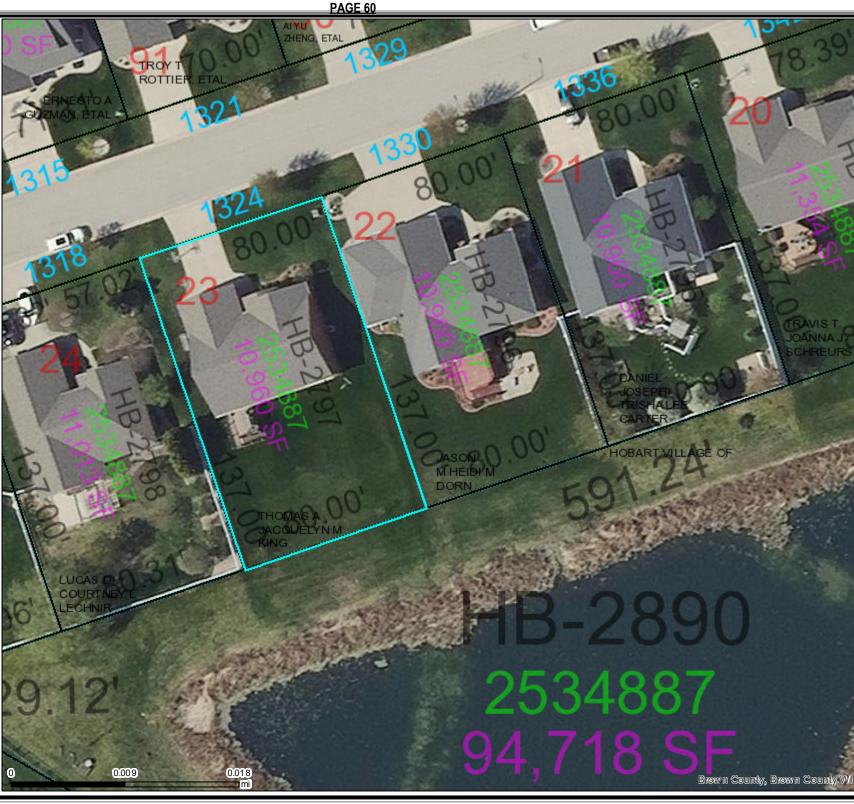
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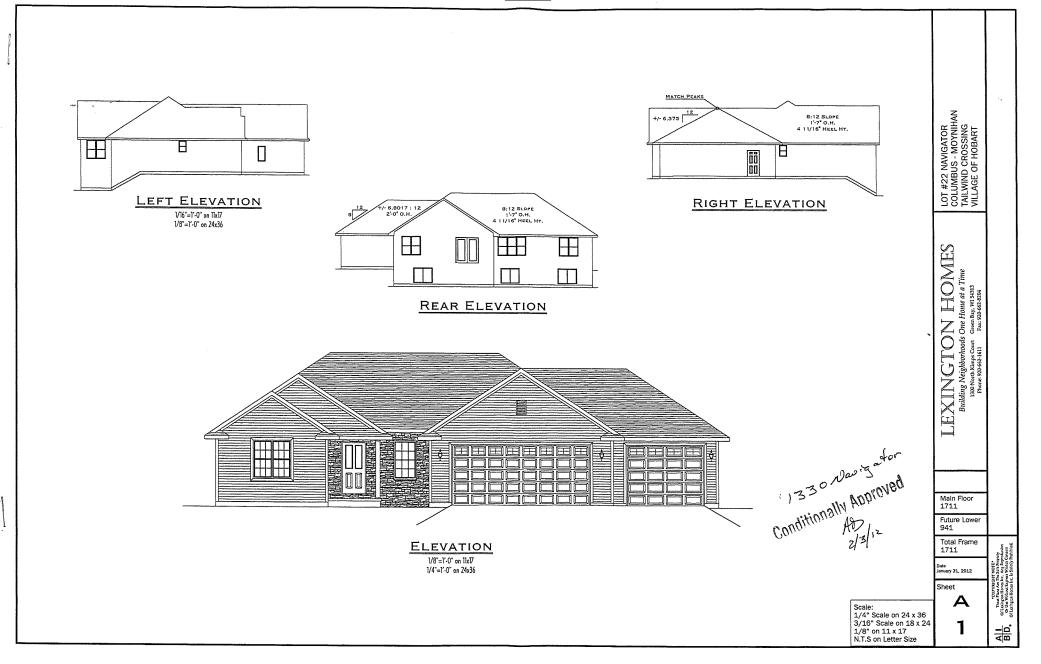
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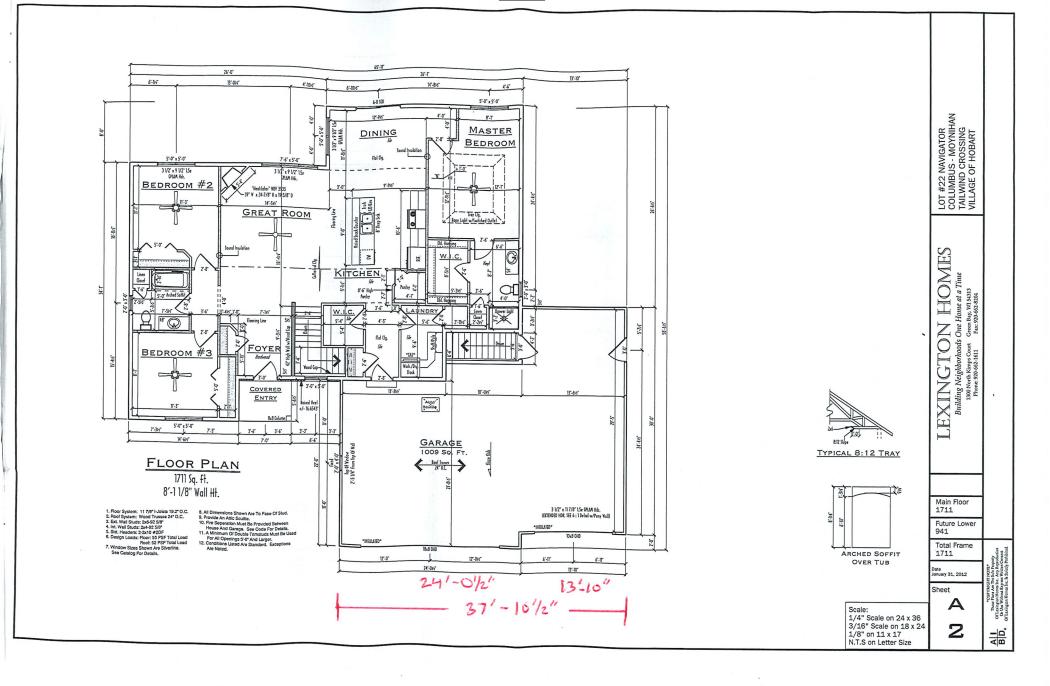
Brown County Wisconsin Planning & Land Services Department

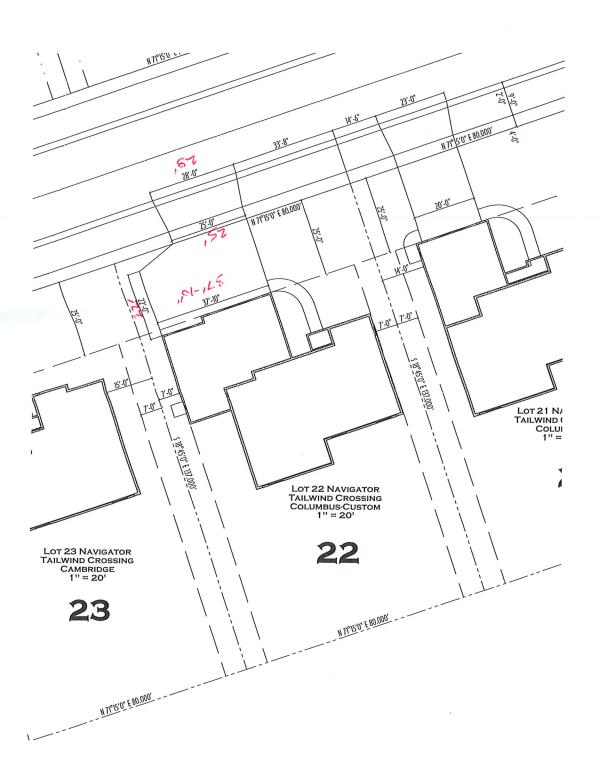


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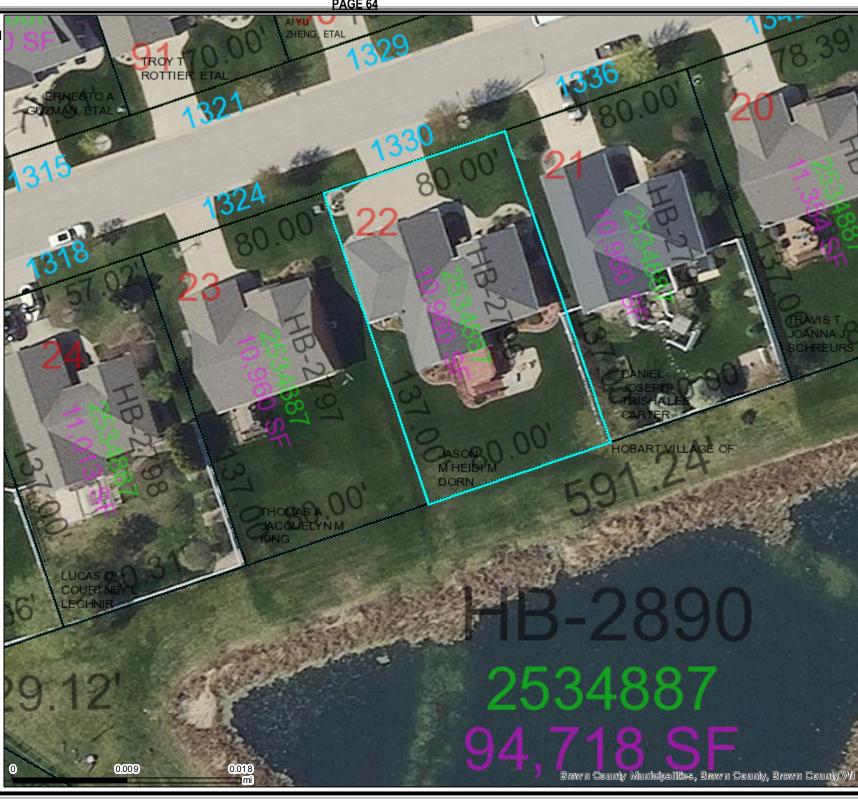
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PAGE 65 Part of Brown County WI LEGEND / KEY Parcel Boundary Condominium Gap or Overlap "hooks" indicate parcel ownership crosses a line Parcel line Right of Way line Meander line Lines between deeds or lots Historic Parcel Line Vacated Right of Way A complete map legend (map key) is available at: tinyurl.com/BrownDogLegend Map printed 7/2/2025 1:480 1 inch = 40 feet* 1 inch = 0.00758 miles* *original page size is 8.5" x 11" Appropriate format depends on zoom level This is a custom web map created by an online user of the GIS map services COURT provided by the

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