



Village of Hobart – [www.hobartwi.gov](http://www.hobartwi.gov)  
Village Office - 2990 South Pine Tree Road, Hobart, WI

Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on **Tuesday June 16<sup>th</sup> 2026**, at 6:00 P.M. at the Village Office (2990 South Pine Tree Road). NOTICE OF POSTING:  
Posted June 12<sup>th</sup> 2026, at the Hobart Village Office and on the village website.

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

**Date/Time: Tuesday June 16<sup>th</sup> 2026 (6:00 P.M.)**

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

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

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

1. Call to order/Roll Call.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. Pledge of Allegiance

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### **4. PUBLIC HEARINGS**

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

**A. Payment of Invoices (Page 3); B. VILLAGE BOARD: Minutes of May 19<sup>th</sup> 2026 (Regular) (Page 8); C. 2026-2027 Alcohol Beverage & Cigarette, Tobacco, and Electronic Vaping Device License Applications (Page 11)**

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

**7. CITIZENS' COMMENTS/RESOLUTIONS/PRESENTATIONS (Please limit comments to no more than 3 minutes)**

**A. DISCUSSION AND ACTION – Resolution 2026-08 (A RESOLUTION APPROVING THE COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE YEAR 2025) (Page 13)**

This is an annual administrative procedure for the Village's Sanitary Sewer Utility.

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

#### **A. INFORMATION**

1. Associated Bank Investment Report (Page 14)
2. SNBT Investment Report (Page 20)
3. Village Bank Balances (May 2026) (Page 40)

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

### **10. OLD BUSINESS**

### **11. NEW BUSINESS**

**A. DISCUSSION AND ACTION – Intergovernmental Agreement Regarding Conrad Drive (Page 41)**

The Village plans to resurface Conrad Drive (from Packerland Drive, west to the end of Conrad Drive), the initial plan being to install four inches of new asphalt with an optional plan to increase the new install to five and one-quarter inches, the cost being an additional \$37,820. Brown County and Austin Straubel International Airport have agreed to pay for the additional asphalt if the Village agrees to not impose any vehicle weight limits or any limit on the type of vehicles that may use the

road. The meeting packet contains the original agreement draft from the Airport, as well as the redlined version from the Village with several requested changes which the Airport was considering at the time the agenda was printed.

**B. DISCUSSION AND ACTION - Ordinance 2026-07 (AN ORDINANCE CREATING ARTICLE XXXVI (TEMPORARY MORATORIUM ON DATA CENTER DEVELOPMENT)) (Page 47)**

The purpose of this Ordinance is to create a one (1) year moratorium on the development of a Data Center in the Village of Hobart, allowing time for the Village to draft and approve an Ordinance to regulate any such development through the Village's Zoning Code. Staff is recommending the Ordinance be forwarded to the Planning and Zoning Commission for a review and recommendation.

**C. DISCUSSION AND ACTION – To establish a Public Hearing on Ordinance 2026-07 (AN ORDINANCE CREATING ARTICLE XXXVI (TEMPORARY MORATORIUM ON DATA CENTER DEVELOPMENT))**

Staff would recommend the Public Hearing be held at the July 7<sup>th</sup> Village Board meeting.

**D. DISCUSSION AND ACTION – Ordinance 2026-08 (AN ORDINANCE AMENDING SECTION 7 (STORMWATER MANAGEMENT STANDARDS) OF ARTICLE 1 (STORMWATER RUNOFF) OF CHAPTER 150 (EROSION CONTROL AND STORMWATER MANAGEMENT)) (Page 52)**

The purpose of this Ordinance is to prevent property owners from altering the landscaping or topography of their property in a manner that would negatively impact the proper flow of stormwater or impact adjacent properties and to give the Village the authority to address, correct, or rectify any drainage issues that are adversely impacting other properties in the Village.

**E. DISCUSSION AND ACTION – Awarding Contract to Repair Brookwood Circle (Page 56)**

Staff received two quotes to pulverize and repave the approximate 970' section of Brookwood Circle between N. Pine Tree and Melanie Lane damaged from the March flooding. Staff is recommending the approval of the quote from MCC for \$53,473.20. Funding would come from the Storm Water Reserve.

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

**G ADJOURN to CLOSED SESSION:**

1. Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation

**H. CONVENE into open session.**

**I. ACTION from closed session.**

**12. ADJOURN**

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Aaron Kramer, Village Administrator

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**UPCOMING BOARD MEETINGS**

Tuesday July 7<sup>th</sup> 2026 (6:00 PM) – Regular Board Meeting at Village Office (2990 South Pine Tree Road)

Tuesday July 21<sup>st</sup> 2026 (6:00 PM) – Regular Board Meeting at Village Office (2990 South Pine Tree Road)

Tuesday August 4<sup>th</sup> 2026 (6:00 PM) – Regular Board Meeting at Village Office (2990 South Pine Tree Road)

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NOTE: Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: [www.hobartwi.gov](http://www.hobartwi.gov). Any person wishing to attend, who, because of their disability, requires special accommodation, should contact the Village Clerk's office at 920-869-1011 with as much advanced notice as possible. Notice is hereby given that action by the Board may be considered and taken on any of the items described or listed in this agenda. There may be Board members attending this meeting by telephone if necessary.

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6/10/2026 10:03 AM

Check Register - Quick Report - Regular

Page: 1

ALL Checks

ACCT

CHECKING

Dated From: 6/16/2026 From Account:  
 Thru: 6/16/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
71215	6/16/2026	AGI SALES INC REFUND OVERPAYMENT CLOSED UTILITY	105.15
71216	6/16/2026	AMBROSIUS CONCRETE SUPPLIES INC BIKE RACKS & PARK BENCHES INSTALL	419.90
71217	6/16/2026	ASHWAUBENON AUTO REPAIR LLC MULTIPLE OIL CHANGES SQUADS	179.07
71218	6/16/2026	BADGER LABORATORIES & ENGINEERING CO INC MULTIPLE INVOICES - JANUARY - MAY	1,534.00
71219	6/16/2026	BADGER METER INC. BEACON MBL HOSTING - MAY	244.09
71220	6/16/2026	BELSON CO. TOWELING, LINERS, CLEANERS	847.57
71221	6/16/2026	BERGSTROM 1-TON FRONT BRAKE PADS & ROTOR ASSY	539.90
71222	6/16/2026	BLANE SHEPARD REIMBURSEMENT UNIFORM EXP	178.00
71223	6/16/2026	BRIAN RUECHEL MAY ACCOUNTING - TID REPORTNG - AUDIT	5,932.50
71224	6/16/2026	BROWN COUNTY TREASURER 4-7-26 ELECTION CHARGEBACKS	1,615.66
71225	6/16/2026	BROWN COUNTY TREASURER - COURT PAYMENTS MAY FINES & SURCHARGES	573.58
71226	6/16/2026	CONWAY OLEJNICZAK & JERRY SC SHIELD - LIEUTENANT WILLISON	106.50
71227	6/16/2026	COUNTRY VISIONS COOPERATIVE FIELDMASTER FUEL 500 GAL	2,560.00
71228	6/16/2026	DEPT. OF AG. TRADE & CONSUMER PROTECTION WEIGHTS AND MEASURES INSPECTION	50.00
71229	6/16/2026	DIVERSIFIED BENEFIT SERVICES INC JUNE 105-HRA ADMIN SERVICES	110.00
71230	6/16/2026	DREW & JOSIE LEATHERBERRY 2 REFUNDS OVERPAYMENT CLOSED UTILITY	217.62
71231	6/16/2026	DSC COMMUNICATIONS PAGERS FIRE DEPARTMENT	1,866.00
71232	6/16/2026	EMPLOYEE RESOURCE CENTER INC EMPLOYEE ASSISTANCE JUNE	291.67
71233	6/16/2026	EZ GLIDE A DIVISION OF ESSENTIAL PROD. CORP. MULTIPLE INVOICES SERVICE TO DOORS	1,985.05

6/10/2026 10:03 AM

Check Register - Quick Report - Regular

Page: 2

ALL Checks

ACCT

CHECKING

Dated From: 6/16/2026 From Account:  
 Thru: 6/16/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
71234	6/16/2026	FLY-ME FLAG CO. LLC FLAGPOLE & INSTALL & FLAG FONTAINE PARK	1,339.00
71235	6/16/2026	FOX VALLEY TECHNICAL COLLEGE S. MANNING -700326946 - CRIME47504214-1	325.00
71236	6/16/2026	GAT SUPPLY INC MULTIPLE INVOICES	401.70
71237	6/16/2026	SHS EWD COLLECTION FOR EVIDENCE ACCT#92840724	46.50
71238	6/16/2026	JOE DENOBLE SEWER & WATER CONSTRUCTION INC CURB BOX REPAIR CROSSROAD CT 5/21/26	42,463.25
71239	6/16/2026	MANDY SCHEELS REIMBURSEMENT - UNIFORM EXPENSE	116.03
71240	6/16/2026	NELSON TACTICAL & ASSOCIATES KOLA - AE HARD CORE H3, MOLLE W/VENT	477.45
71241	6/16/2026	NORTHEAST ASPHALT INC MULTIPLE INVOICES	301.82
71242	6/16/2026	NWTC - GREEN BAY CAMPUS HLPD FIELD TRAINING OFFICER CERT - 2	698.00
71243	6/16/2026	PRECISION WATER METER TESTING METER TESTING 32-1.5" & 4-TEST WELL METE	7,680.00
71244	6/16/2026	PREVEA HEALTH OCCUPATIONAL HEALTH FIREFIGHTERS PHYSICALS - 3	1,036.00
71245	6/16/2026	ROBERT E. LEE & ASSOCIATES INC MULTIPLE INVOICES / PROJECTS	41,089.10
71246	6/16/2026	STATE OF WISCONSIN COURT FINES & SURCHARGES MAY FINES & SURCHARGES	2,226.75
71247	6/16/2026	TAFT 360 INSTALL LABOR 5 HRS	500.00
71248	6/16/2026	TITLETOWN DRONES LLC AUTEL ROBOTICS L35T BUNDLE 6-3-26	24,135.00
71249	6/16/2026	TRUCK EQUIPMENT INC MULTIPLE INVOICES	93.10
71250	6/16/2026	WAUKESHA CO TECH. COLLEGE MILLER, B. 5/14/26 PATROL INVESTIGATOR	169.00
71251	6/16/2026	WI DEPT OF JUSTICE - CRIME INFORMATION BUREAU BACKGROUND CHECKS	196.00
71252	6/16/2026	WI HUMANE SOCIETY MAY IMPOUND SERVICES	500.00

6/10/2026 10:03 AM

Check Register - Quick Report - Regular  
ALL Checks  
CHECKING

Page: 3  
ACCT

Dated From: 6/16/2026 From Account:  
Thru: 6/16/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
Grand Total			143,149.96

6/10/2026 10:03 AM

Check Register - Quick Report - Regular  
ALL Checks  
CHECKING

Page: 4  
ACCT

Dated From: 6/16/2026 From Account:  
Thru: 6/16/2026 Thru Account:

	Amount
<hr/>	
Total Expenditure from Fund # 001 - General Fund	57,676.26
Total Expenditure from Fund # 002 - Water Fund	14,595.87
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	1,896.83
Total Expenditure from Fund # 004 - Capital Projects Fund	41,831.25
Total Expenditure from Fund # 007 - Storm Water Fund	1,063.75
Total Expenditure from Fund # 008 - TID 1 Fund	9,459.25
Total Expenditure from Fund # 009 - TID 2 Fund	16,206.85
Total Expenditure from Fund # 010 - Parks & Recreation	419.90
Total Expenditure from all Funds	143,149.96

Check Nbr	Check Date	Vendor name	Check Amount	Transaction memo
71085	04/21/2026	EAGLE ENGRAVING INC	\$ (257.00)	VOID CHECK - INVOICE 3108 ON CREDIT CARD
DOR051526	05/15/2026	DEPARTMENT OF REVENUE	\$ 4,045.74	05-15-2026 PAYROLL
DCOMP051526	05/15/2026	EMPOWER	\$ 1,930.57	05-15-2026 PAYROLL
EFTPS051526	05/15/2026	U.S. DEPARTMENT OF THE TREASURY	\$ 21,161.73	05-15-2026 PAYROLL
71155	05/19/2026	IRON MOUNTAIN	\$ (167.13)	VOID - ONLINE PAYMENT
GBMSD0326	05/19/2026	GREEN BAY METROPOLITAN SEWERAGE DISTRICT	\$ 103,024.32	MARCH 2026 SEWERAGE TREATMENT
BIESE VISA	05/19/2026	ELAN	\$ 2,373.40	BIESE - VISA
DEMARS VISA	05/19/2026	ELAN	\$ 112.13	DEMARS - VISA
LANCELL VISA	05/19/2026	ELAN	\$ 5,945.29	LANCELL VISA
70250	05/26/2026	SMASH HOUSE PLAY YARD LLC	\$ (134.79)	VOID UPDATE NAME & ADDRESS
UHC6126	05/27/2026	UNITED HEALTHCARE	\$ 46,020.85	HEALTH PREMIUMS JUNE
AT&T0426	05/27/2026	AT&T	\$ 648.19	WATER BOOSTER STATION MAY 2026
DOT51926	05/27/2026	WI D.O.T.	\$ 12.00	LICENSE SUSPENSIONS
VPS52626	05/27/2026	VANDENPLAS PORTABLE SOLUTIONS	\$ 132.00	PORTABLE TOILETS AT FONTAINE PARK MAY
DELTA0626	05/27/2026	DELTA DENTAL OF WISCONSIN	\$ 2,669.74	DENTAL & VISION PREMIUMS JUNE
CELLCOM526	05/27/2026	CELLCOM GREEN BAY	\$ 543.18	CELLPHONES ALL DEPARTMENTS
FSACY52926	05/27/2026	DIVERSIFIED BENEFIT SERVICES INC	\$ 12.44	FSACY052926 - BELL
IRONMTN430	05/27/2026	IRON MOUNTAIN	\$ 167.13	DOCUMENT MANAGEMENT
052226HRACY	05/27/2026	DIVERSIFIED BENEFIT SERVICES INC	\$ 399.18	HRA05222026 - KRAMER
HRACY052926	05/27/2026	DIVERSIFIED BENEFIT SERVICES INC	\$ 640.88	HRACY052926 - MILLER
DOR052926	05/29/2026	DEPARTMENT OF REVENUE	\$ 4,361.44	PAYROLL 05-29-2026
DCOMP052926	05/29/2026	EMPOWER	\$ 1,761.53	PAYROLL 05-29-2026
EFTPS052926	05/29/2026	U.S. DEPARTMENT OF THE TREASURY	\$ 23,369.00	PAYROLL 05-29-2026
CDELTA526	06/01/2026	DELTA DENTAL OF WISCONSIN	\$ (111.98)	CORRECT AMOUNT FOR 5/27 PAYMENT
DENTAL726	06/01/2026	DELTA DENTAL OF WISCONSIN	\$ 2,669.74	DENTAL JULY
WEX0526	06/02/2026	WEX - WRIGHT EXPRESS	\$ 4,706.05	FUEL MAY INVOICE
PAYA0526	06/02/2026	PAYA-FIRST BILLING SERVICES	\$ 14.00	INVOICE PERIOD 05-01-26 THRU 05-31-2026
WRSMAY26	06/02/2026	EMPLOYEE TRUST FUNDS	\$ 50,116.15	RETIREMENT MAY 2026
CINTAS5626	06/02/2026	CINTAS CORP	\$ 34.49	MAT AT OFFICE 05162026
GLOBO526	06/03/2026	GLOBO LANGUAGE SOLUTIONS LLC	\$ 95.00	INTERPRETING SERVICES MAY
ALST051926	06/03/2026	AMERICAN HERITAGE LIFE INSURANCE COMPANY	\$ 185.72	INSURANCE PREMIUMS JUNE 2026
CHILD052926	06/03/2026	WI CHILD SUPPORT COLLECTIONS TRUST FUND	\$ 1,603.91	CHILD SUPPORT 05-29-26
CSUP061226	06/12/2026	WI CHILD SUPPORT COLLECTIONS TRUST FUND	\$ 1,603.91	PAYROLL 06-12-2026
WDOR061226	06/12/2026	DEPARTMENT OF REVENUE	\$ 4,433.19	PAYROLL 06-12-2026
DCOMP061226	06/12/2026	EMPOWER	\$ 1,754.14	PAYROLL 06-12-2026
EFTPS061226	06/12/2026	U.S. DEPARTMENT OF THE TREASURY	\$ 23,870.93	PAYROLL 06-12-2026
CLA626	06/16/2026	CLIFTON LARSON ALLEN LLP	\$ 19,950.00	FINAL BILLING AUDIT 2025
PSC61726	06/16/2026	PUBLIC SERVICE COMMISSION OF WISCONSIN	\$ 301.48	ASSESSMENT APRIL 2026
ZION0326	06/16/2026	ZIONS BANK	\$ 400.00	ANNUAL PAYING AGENT FEE 2025 GO NOTE
FSA062626	06/16/2026	DIVERSIFIED BENEFIT SERVICES INC	\$ 77.33	FSA062626 - REIMBURSEMENT RENKAS
GBMSD0426	06/16/2026	GREEN BAY METROPOLITAN SEWERAGE DISTRICT	\$ 108,166.98	TREATMENT FEES APRIL 20226
QUAD051426	06/16/2026	QUADIENT INC.	\$ 189.69	LEASE
CINTAS52026	06/16/2026	CINTAS CORP	\$ 34.49	MATS AT OFFICE 05-20-2026
CULLIGAN526	06/16/2026	CULLIGAN GREEN BAY	\$ 51.92	FILTER RENTAL & DRINKING WATER RENTAL
FLEET061726	06/16/2026	ENTERPRISE-FLEET MANAGEMENT	\$ 11,899.97	FLEET INVOICE JUNE
GBUTILMAY26	06/16/2026	GREEN BAY WATER UTILITY	\$ 42,262.96	PURCHASED WATER MAY 2026
AMPLITEL6426	06/16/2026	AMPLITEL TECHNOLOGIES	\$ 8,762.50	MONTHLY MANAGED SERVICES JUNE
CHILDSUPT626	06/16/2026	WI CHILD SUPPORT COLLECTIONS TRUST FUND	\$ 2.50	FEE TO SET UP SUPPORT PAYMENT PROCESSING
HRA06092026C	06/16/2026	DIVERSIFIED BENEFIT SERVICES INC	\$ 532.15	HRA06092026-CY BIESE & VANLANEN
KWIKTRIP0526	06/16/2026	KWIK TRIP INC	\$ 6,010.80	FUEL - POLICE
VPS52526	06/24/2026	VANDENPLAS PORTABLE SOLUTIONS	\$ 420.00	PORTABLE TOILETS 4-SEASONS & JAN WOS MAY
BIESEVISA	06/24/2026	ELAN	\$ 482.44	R. BIESE VISA
KRAMERVISA	06/24/2026	ELAN	\$ 840.41	A. KRAMER VISA
RENKASVISA	06/24/2026	ELAN	\$ 2,302.33	M. RENKAS VISA
TREMELVISA	06/24/2026	ELAN	\$ 345.08	C. TREMEL VISA
CROCKERVISA	06/24/2026	ELAN	\$ 131.69	N. CROCKER VISA
RADLOFFVISA	06/24/2026	ELAN	\$ 1,040.00	R. RADLOFF VISA
LANCELLEVISA	06/24/2026	ELAN	\$ 1,703.58	J. LANCELLE VISA
			\$ 515,655.37	



## MEETING NOTICE – VILLAGE BOARD (Regular)

**Date/Time:** Tuesday June 2<sup>nd</sup> 2026 (6:00 P.M.)

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

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

### ROUTINE ITEMS TO BE ACTED UPON:

**Call to order/Roll Call.** The meeting was called to order by Rich Heidel at 6:03 pm. Dave Dillenburg, Vanya Koepke, Melissa Tanke, Tammy Zittlow, and Rich Heidel were present.

**1. 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 as presented. MOTION: Heidel SECOND: Koepke. VOICE VOTE: 5-0.

**3. Pledge of Allegiance** - Those present recited the Pledge of Allegiance.

### **4. PUBLIC HEARINGS**

#### **A. PUBLIC HEARING – Establishing the 2026 Sewer Volume Rates**

The Hobart Village Board will hold a public hearing for the purpose of receiving public input on the sewer volume rates in accordance with a Village policy put in place to address increased rates from the Green Bay Metropolitan Sewerage District, Village operating costs, debt service, budget increases, and capital projects. Staff is recommending a one (1) percent increase in the rates for 2026, commencing with the next quarterly billing.

President Heidel opened the Public Hearing at 6:05 pm.

Appearing before the Board:  
No one spoke.

President Heidel closed the Public Hearing at 6:07 pm.

#### **B. ACTION on aforesaid agenda item**

ACTION: To approve a one (1) percent increase in the rates for 2026, commencing with the next quarterly billing. MOTION: Heidel SECOND: Zittlow. ROLL CALL VOTE 5-0.

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

**A. Payment of Invoices; B. VILLAGE BOARD: Minutes of May 19<sup>th</sup> 2026 (Regular); C. SITE REVIEW COMMITTEE: Minutes of April 1<sup>st</sup> 2026; D. FIRE COMMISSION: Minutes of April 27<sup>th</sup> 2026**

ACTION: To approve the consent agenda to include manual checks and the deletion of item C. Site Review Committee Minutes of April 1, 2026. MOTION: Dillenburg SECOND: Koepke. VOICE VOTE 5-0.

**6. ITEMS REMOVED FROM CONSENT AGENDA-** C. SITE REVIEW COMMITTEE: Minutes of April 1<sup>st</sup> 2026 – no action taken.

**7. CITIZENS' COMMENTS/RESOLUTIONS/PRESENTATIONS (Please limit comments to no more than 3 minutes)**

Appearing before the Board:

Bert Magnuson, 4493 Choctaw Trail, Chair of the Indian Trails Homeowners Association, Village Roads

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

**A. INFORMATION**

1. Village Investment Report (Stephenson National Bank) – the Board reviewed the Village Investment Report.
2. 2026 Recycling Grant Notification- the Board recognized the recycle grant.
3. Wisconsin Municipal Clerks Association Scholarship Notification- Clerk Vanden Heuvel reported on the Scholarship awarded to Deputy Clerk Amanda Wangerin.

**9. COMMITTEE REPORTS AND ACTIONS**

**A. INFORMATION - 2019 Village Pedestrian and Bicycle Master Plan (Park and Recreation Commission)**

The Brown County Planning and Land Services Department has approached the Village about updating the 2019 Pedestrian and Bicycle Master Plan. The Park and Recreation Committee will serve in an advisory capacity during the updating process. The final draft will be presented to the Board in late 2026 or early 2027. The 2019 plan can be found online – [https://www.hobartwi.gov/files/ugd/644190\\_c923df2730394457bbad5289509e28c1.pdf](https://www.hobartwi.gov/files/ugd/644190_c923df2730394457bbad5289509e28c1.pdf).

Informational only; no action was taken.

**B. INFORMATION – Consider a new 16,945 SF Indoor Riding Arena/Barn w/ Associated site Improvements (1130 Orlando Drive, HB-332-3-1)**

Exceptional Equestrians is proposing to construct a new indoor riding arena / barn of 16,945 square feet within their complex located at 1130 Orlando Dr. (Parcel HB-332-3-1) along with the required associated site improvement including access and parking. The proposed building will be single story in height.

Informational only; no action was taken.

**C. INFORMATION - Site plan modification to the previously conditionally approved development (5076 Founders Terrace, HB-523-2)**

The property owner of parcel HB-523-2, located at 5076 Founders Terrace, is proposing some modifications to the previously conditionally approved site plans for their new development. This request is for the proposed modifications to be reviewed with the Committee directing the applicant to proceed accordingly. A final drawing of the proposed site plans will be submitted at a later date pending direction from the Site Review Committee.

Informational only; no action was taken.

**10. OLD BUSINESS**

**A. DISCUSSION AND ACTION – Awarding of Bid for 2026 Street Projects**

The bids were opened Friday May 15<sup>th</sup>. Staff recommended approving a proposal to pulverize and repave Conrad Drive as well as widening the shoulders of the roadway but not include the additional work on Dead End Road, Dandy Lion Court and Short Cut Road due to cost.

ACTION: To award the 2026 Street and Drainage Improvements (Contract 2320-26-01) to Northeast Asphalt to not exceed \$523,918.00. MOTION: Heidel SECOND: Koepke. ROLL CALL VOTE 5-0.

**11. NEW BUSINESS**

**A. DISCUSSION AND ACTION – Brown County Intergovernmental 2026-2027 Property Tax Bill Agreement**

Staff would recommend approving the agreement, choosing Option A (where the County mails tax bills for the municipality). This agreement is similar to those of past years.

ACTION: To approve the agreement, choosing Option A (where the County mails tax bills for the municipality). MOTION: Dillenburg SECOND: Tanke. VOICE VOTE 5-0.

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

None.

ACTION: To recess at 6:45 pm prior to going into closed session. MOTION: Heidel SECOND: Zittlow. VOICE VOTE: 5-0.

**C. ADJOURN to CLOSED SESSION(7:01 PM):** ACTION: To go into closed session under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation MOTION: Heidel SECOND: Dillenburg ROLL CALL VOTE: 5-0.

**D. CONVENE into open session (8:20 PM) –** MOTION: Heidel SECOND: Zittlow ROLL CALL VOTE: 5-0.

**E. ACTION from closed session –** None.

**12. ADJOURN (8:20 PM)** – MOTION: Dillenburg SECOND: Tanke VOICE VOTE: 5-0.

Respectfully submitted by Lisa A. Vanden Heuvel, Village Clerk

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



**TO:** Village Board of Trustees  
**FROM:** Lisa A. Vanden Heuvel, Village Clerk  
**RE:** 2026-2027 Alcohol Beverage & Cigarette, Tobacco, and Electronic Vaping Device License Applications  
**DATE:** June 16, 2026

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**BACKGROUND**

All Alcohol Beverage & Cigarette, Tobacco, and Electronic Vaping Licenses expire June 30th of each year and the new licenses take effect July 1st. The following applications were received and reviewed. The Board was provided a list of applicants on May 19, 2026 and a Class I legal notice was published on June 5, 2026.

Background checks have been completed by the Hobart / Lawrence Police Department and yielded no disqualifying results. To date, there has been no correspondence regarding outstanding liquor/beer distributor bills for any of the applicants. Should there be any such information from a supplier, the license will be withheld until the outstanding invoices are paid. All payments due to the Village have been received.

Combination Class "B" Beer and "Class B" Liquor Retail Licenses for the 2026-2027 licensing period:

1. Long Drive Inn, LLC dba Long Drive Supper Club – 897 Riverdale Drive  
Agent: Thomas Jackson – 2693 E. River Drive, Green Bay, WI 54301
2. Oneida Golf Enterprise dba Thornberry Creek at Oneida – 4470 N. Pine Tree Road  
Agent: Brandon Bunker – 3182 Trenton Lane, Green Bay, WI 54313
3. Fleet & Alice's Gas Light Inn LLC – 915 Edgar Drive  
Agent: David Jordan – 915 Edgar Drive, Hobart, WI 54155
4. D2 of Hobart LLC – 530 Larsen Orchard Parkway  
Agent: Howard Johnston – 3460 Peppergrass Dr, Green Bay, WI 54311

Class "B" Beer Retail License for the 2026-2027 licensing period:

1. Scott's Subs Hobart, LLC – 550 Centennial Centre Boulevard  
Agent: Heather Leonard – 565 Sunlite Drive, Hobart, WI 54155

Cigarette, Tobacco, and Electronic Vaping Device Retail License for the 2026-2027 licensing period:

1. Oneida Golf Enterprise dba Thornberry Creek at Oneida – 4470 N. Pine Tree Road  
Agent: Joe Hanrahan – 3481 Baywatch Drive, Green Bay, WI 54311

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**Potential Motion**

To approve the Alcohol Beverage & Cigarette, Tobacco, and Electronic Vaping Device licenses for the 2026-2027 license year as presented.



**RESOLUTION 2026-08**

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**A RESOLUTION APPROVING THE COMPLIANCE MAINTENANCE ANNUAL REPORT FOR  
THE YEAR 2025**

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**BY THE VILLAGE BOARD OF THE VILLAGE OF HOBART, WISCONSIN:**

**BE IT RESOLVED** by the Village Board of the Village of Hobart, County of Brown, State of Wisconsin, that the Hobart Village Board has reviewed and approved the “Compliance Maintenance Annual Report for 2025”, which is specifically referred to as the “CMAR” relative to the Village’s sanitary sewer collection system, and

**BE IT FURTHER RESOLVED**, that the Hobart Village Board does hereby approve the transfer of \$12,000 from the Sanitary Sewer-CMAR Sewer Replace Account (003-00-62000-102-000) to the CMAR Fund-State Investment Pool (003-00-11021-000-00).

Adopted this 16<sup>th</sup> day of June, 2026.

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Richard Heidel, Village Board President

Attest:

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Lisa Vanden Heuvel, Village Clerk

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Aaron Kramer, Village Administrator

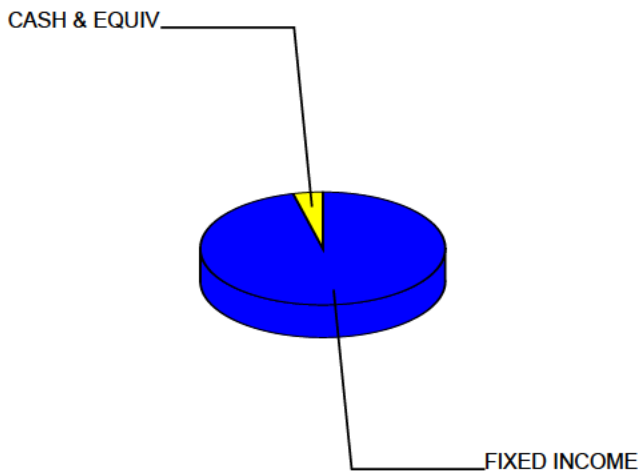
**VILLAGE OF HOBART INVESTMENT AGENCY**

Account Number: [REDACTED]  
 Statement Period: 05/01/26 - 05/31/26

VILLAGE OF HOBART  
 STACY BELL  
 2990 SOUTH PINE TREE ROAD  
 HOBART WI 54155

**Relationship Manager**  
 Eric Wied 920-433-3275  
 Eric.Wied@associatedbank.Com  
**Investment Manager**  
 Pat Fry 920-433-7703  
 Pat.Fry@associatedbank.Com

**Portfolio Summary**



**Value of Portfolio**

Description	Market Value	% of Account
Cash & Equiv	85,450.83	4.2%
Fixed Income	1,936,926.25	95.8%
<b>Total Portfolio</b>	<b>\$ 2,022,377.08</b>	<b>100.0%</b>
Accrued Income	20,577.87	
<b>Total Valuation</b>	<b>\$ 2,042,954.95</b>	

**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 2,040,707.63</b>	<b>\$ 2,026,023.08</b>
Income		
Interest.....	2,828.36	32,438.87
Purchased Income.....	-1,253.52	-2,361.33
Disbursements		
Fees/Expenses.....	-607.36	-3,019.94
Non-Cash Activity.....	1,799.91	4,436.98
Realized Gains/(Losses).....	0.00	0.00
Change In Accrued Income.....	5,078.62	2,170.43
Unrealized Appreciation/(Depreciation).....	-5,598.69	-16,733.14
<b>Ending Market Value</b>	<b>\$ 2,042,954.95</b>	<b>\$ 2,042,954.95</b>

## VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:  
Statement Period:

05/01/26 - 05/31/26

## Portfolio Investments

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
<b>Cash and Equivalent</b>				
Principal Cash		-196,279.43 -196,279.43	0.00	0.00%
Income Cash		196,279.43 196,279.43	0.00	0.00%
Goldman Sachs Treasury Instruments Portfolio Fund 506	85,450.830	85,450.83 85,450.83	2,997.00 275.39	3.51%
<b>Total Cash and Equivalent</b>		<b>\$ 85,450.83</b> <b>\$ 85,450.83</b>	<b>2,997.00</b> <b>275.39</b>	<b>3.51%</b>
<b>Fixed Income</b>				
Abilene TX Isd Txbl 5.000 02/15/2029	50,000.000	51,048.00 51,831.00	2,500.00 736.11	4.90%
Apple Inc 3.000 11/13/2027 Callable 8/13/2027 @ 100	50,000.000	49,325.50 49,362.50	1,500.00 75.00	3.04%
Cleveland Cnty OK Isd 2 Moore Txbl 5.000 03/01/2028	50,000.000	50,762.00 50,569.00	2,500.00 624.99	4.92%
Cottage Grove Vlg WI Prom Nts Txbl A 5.000 04/01/2028	50,000.000	50,797.50 50,473.00	2,500.00 416.66	4.92%
Dane Cnty WI Txbl Prom Nts B 4.000 06/01/2029	50,000.000	49,673.00 50,324.50	2,000.00 1,000.00	4.03%
Depere WI Prom Nts Txbl Ser B 4.950 09/01/2026	50,000.000	50,119.50 50,000.00	2,475.00 618.75	4.94%
Exxon Mobil Corp 2.275 08/16/2026	50,000.000	49,821.00 49,391.50	1,137.00 331.77	2.28%
FHLB 4.250 10/22/2029 Callable 10/22/2026 @ 100	50,000.000	49,815.00 50,000.00	2,125.00 230.20	4.27%
FHLB 3.800 10/02/2028 Callable 10/02/2026 @ 100	50,000.000	49,728.00 50,020.00	1,900.00 311.38	3.82%
FHLB 3.790 03/30/2028 Callable 03/30/2027 @ 100	50,000.000	49,820.00 49,875.00	1,895.00 321.09	3.80%
FFCB 4.625 07/17/2026	50,000.000	50,053.00 50,011.00	2,312.00 860.76	4.62%

## VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:  
Statement Period:

05/01/26 - 05/31/26

## Portfolio Investments

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
FFCB 4.470 03/05/2030 Callable 03/05/2027 @ 100	50,000.000	49,722.00 50,000.00	2,235.00 533.91	4.49%
FFCB 4.520 05/14/2030 Callable 05/14/2026 @ 100	50,000.000	49,944.50 49,951.00	2,260.00 106.72	4.53%
FHLMC 0.8300 07/22/2026 Callable 10/22/2023 @ 100	50,000.000	49,798.50 49,022.00	415.00 148.70	0.83%
FHLMC 3.500 09/16/2027 Callable 09/16/2025 @ 100	50,000.000	49,740.50 49,781.50	1,750.00 364.58	3.52%
FHLMC 3.925 10/01/2027 Callable 04/01/2026 @ 100	50,000.000	49,919.50 50,000.00	1,962.00 327.08	3.93%
FNMA 4.200 09/18/2030 Callable 03/18/2026 @ 100	50,000.000	48,838.00 50,000.00	2,100.00 425.83	4.30%
FNMA 4.000 10/10/2028 Callable 04/10/2026 @ 100	50,000.000	49,876.00 49,988.00	2,000.00 283.33	4.01%
Johnson & Johnson 4.700 03/01/2030	50,000.000	50,816.00 51,194.50	2,350.00 587.50	4.62%
King Cnty WA Txbl 4.819 12/01/2029	45,000.000	45,910.80 45,638.55	2,168.00 1,084.27	4.72%
Madison WI Txbl Prom Nts Ser B 3.400 10/01/2026 Callable 10/01/2025 @ 100	50,000.000	49,914.50 49,676.50	1,700.00 283.33	3.41%
Oklahoma Cnty OK Isd Deer Creek Txbl 4.200 09/01/2027	50,000.000	50,071.00 50,183.00	2,100.00 1,574.99	4.19%
Olmsted Cnty MN Txbl Ref Ser A 1.050 02/01/2027	50,000.000	49,071.50 48,073.50	525.00 174.99	1.07%
Salt Lake City UT Txbl A 3.172 06/15/2027 Callable 10/23/2025 @ 100	75,000.000	74,480.25 74,434.50	2,379.00 1,096.98	3.19%
US Treasury Notes 4.125 10/31/2027	75,000.000	75,165.75 74,675.83	3,093.00 269.02	4.12%
US Treasury Bonds 3.875 11/30/2029	75,000.000	74,498.25 74,679.68	2,906.00 1,461.07	3.90%
US Treasury Notes 4.125 06/15/2026	75,000.000	75,010.50 74,817.47	3,093.00 1,427.88	4.12%

## VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:  
Statement Period:

05/01/26 - 05/31/26

## Portfolio Investments

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
US Treasury Notes 4.375 08/15/2026	75,000.000	75,092.25 74,891.17	3,281.00 960.80	4.37%
US Treasury Notes 4.625 10/15/2026	75,000.000	75,243.75 74,879.24	3,468.00 445.44	4.61%
US Treasury Bonds 4.875 10/31/2028	75,000.000	76,434.00 75,599.85	3,656.00 317.93	4.78%
US Treasury Notes 4.000 03/31/2030	75,000.000	74,745.00 75,303.25	3,000.00 508.19	4.01%
US Treasury Notes 3.500 11/30/2030	75,000.000	73,086.75 74,481.68	2,625.00 1,319.67	3.59%
US Treasury Notes 3.875 03/31/2031	75,000.000	74,151.00 74,865.23	2,906.00 492.31	3.92%
West St Paul MN Txbl A 3.750 01/15/2029 Callable 02/13/2026 @ 100	45,000.000	44,433.45 44,874.45	1,687.00 581.25	3.80%
<b>Total Fixed Income</b>		<b>\$ 1,936,926.25</b> <b>\$ 1,938,868.40</b>	<b>76,503.00</b> <b>20,302.48</b>	<b>3.95%</b>
<b>Total Market Value</b>		<b>\$ 2,022,377.08</b> <b>\$ 2,024,319.23</b>	<b>79,500.00</b> <b>20,577.87</b>	<b>3.93%</b>
<b>Total Market Value Plus Accruals</b>		<b>\$ 2,042,954.95</b>		

## Income Activity

	Date	Income Cash	Principal Cash
<b>Interest Income</b>			
Apple Inc 3.000 11/13/2027 Callable 8/13/2027 @ 100 Int To 05/13/26 on 50,000	05/13/26	750.00	
FFCB 4.520 05/14/2030 Callable 05/14/2026 @ 100 Int To 05/14/26 on 50,000	05/14/26	1,130.00	
Goldman Sachs Treasury Instruments Portfolio Fund 506 Int To 04/30/26	05/01/26	256.61	

## VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:  
Statement Period:

05/01/26 - 05/31/26

Income Activity			
	Date	Income Cash	Principal Cash
Oregon St Txbl P 1.967 05/01/2026 Int To 05/01/26 on 50,000	05/01/26	491.75	
Wisconsin St Txbl Ref Ser 3 0.800 05/01/2026 Int To 05/01/26 on 50,000	05/01/26	200.00	
<b>Total Interest Income</b>		<b>\$ 2,828.36</b>	<b>\$ 0.00</b>
<b>Purchased Income</b>			
US Treasury Bonds 3.875 11/30/2029 Accrued Int To 05/06/26 Paid on Purchase of 75,000	05/06/26	-1,253.52	
<b>Total Purchased Income</b>		<b>\$ -1,253.52</b>	<b>\$ 0.00</b>
<b>Total Income</b>		<b>\$ 1,574.84</b>	<b>\$ 0.00</b>

Disbursement Activity			
	Date	Income Cash	Principal Cash
<b>Fees/Expenses</b>			
Monthly Fee To 04/30/26	05/18/26		-607.36
<b>Total Fees/Expenses</b>		<b>\$ 0.00</b>	<b>\$ -607.36</b>
<b>Total Disbursements</b>		<b>\$ 0.00</b>	<b>\$ -607.36</b>

Purchase Activity			
	Date	Income Cash	Principal Cash
Goldman Sachs Treasury Purchases (4) 05/01/26 To 05/31/26	05/31/26		-102,828.36
US Treasury Bonds 3.875 11/30/2029 Purchased 75000 05/05/26 @ 99.5625	05/06/26		-74,671.88
<b>Total Purchases</b>		<b>\$ 0.00</b>	<b>\$ -177,500.24</b>

## VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:  
Statement Period:[REDACTED]  
05/01/26 - 05/31/26

Sale Activity			
	Date	Proceeds	Realized Gain/Loss
Goldman Sachs Treasury Sales (2) 05/01/26 To 05/31/26	05/31/26	76,532.76	
Oregon St Txbl P 1.967 05/01/2026 Recd Proceeds on Maturity of 50,000 Par Value	05/01/26	50,000.00	
Wisconsin St Txbl Ref Ser 3 0.800 05/01/2026 Recd Proceeds on Maturity of 50,000 Par Value	05/01/26	50,000.00	
<b>Total Sales</b>		<b>\$ 176,532.76</b>	<b>\$ 0.00</b>

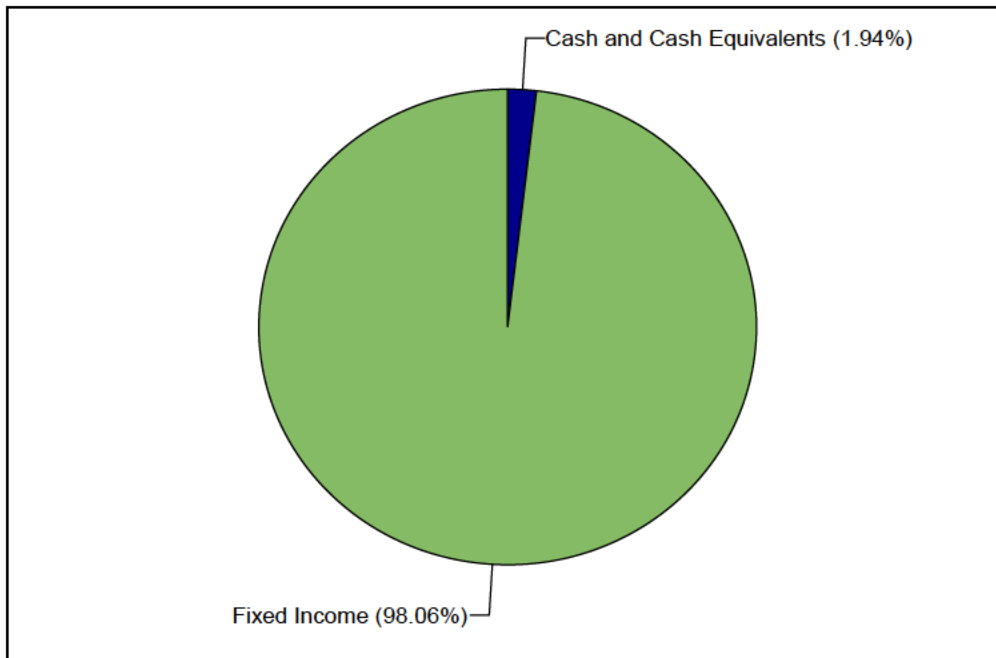
Non-Cash Activity		
	Date	Cost
Apple Inc 3.000 11/13/2027 Callable 8/13/2027 @ 100 Accretion of Discount	05/13/26	204.50
FFCB 4.520 05/14/2030 Callable 05/14/2026 @ 100 Accretion of Discount	05/14/26	5.50
Oregon St Txbl P 1.967 05/01/2026 Accretion of Discount	05/01/26	573.50
US Treasury Bonds 3.875 11/30/2029 Accretion of Discount	05/29/26	7.80
US Treasury Notes 3.500 11/30/2030 Accretion of Discount	05/29/26	47.11
Wisconsin St Txbl Ref Ser 3 0.800 05/01/2026 Accretion of Discount	05/01/26	961.50
<b>Total Non-Cash Transactions</b>		<b>\$ 1,799.91</b>

### Village of Hobart Investment Agency - TID Sub-Account

Account #: XXXXXXXXXX Holding Summary On: 05/31/2026

Asset Segment	4/30/2026 Valuation	Percent of Portfolio	5/31/2026 Valuation	Percent of Portfolio
Cash and Cash Equivalents	35,448.50	1.74	39,553.51	1.94
Fixed Income	2,000,000.00	98.26	2,000,000.00	98.06
<b>Grand Total</b>	<u>2,035,448.50</u>	<u>100.00</u>	<u>2,039,553.51</u>	<u>100.00</u>

**Current Percent of Portfolio**



## Village of Hobart Investment Agency - TID Sub-Account

Account #: XXXXXXXXXX

Account Detail On: 05/31/2026

Asset Name	Shares	Price	Market Value	Percent of Portfolio	Estimated Annual Income	Estimated Annual Yield	Cost Basis	Unrealized Gain/Loss	Ticker
<b>Cash</b>									
Cash			0.00	0.0%			0		
<b>Cash Equivalents</b>									
<b>Money Market - Taxable</b>									
Northern Institutional Treasury Money Market Fund	39,553.510	1.00	39,553.51	1.9%	1,397.6	3.5%	39,554	0	NITXX
<b>Fixed Income</b>									
<b>CDs - Brokered CDs</b>									
Grand River Bank CD 3.70% Due 8/19/2026	250,000.000	100.00	250,000.00	12.3%	9,250.0	3.7%	250,000	0	
KS Bank Inc Smithfield NC CD 3.75% Due 8/25/2026	250,000.000	100.00	250,000.00	12.3%	9,375.0	3.8%	250,000	0	
OSB Community Bank Ottawa IL CD 3.70% Due 8/25/26	250,000.000	100.00	250,000.00	12.3%	9,250.0	3.7%	250,000	0	
Peoples Bank Clifton TN CD 3.75% Due 9/17/2026	250,000.000	100.00	250,000.00	12.3%	9,375.0	3.8%	250,000	0	
Providence Bank Rocky Mount NC CD 3.75% Due 8/19/2026	250,000.000	100.00	250,000.00	12.3%	9,375.0	3.8%	250,000	0	
Provident Savings Bank FSB Riverside CA CD 3.75% Due 9/18/2026	250,000.000	100.00	250,000.00	12.3%	9,375.0	3.8%	250,000	0	
The First Security Bank Beaver CD 3.75% Due 8/13/2026	250,000.000	100.00	250,000.00	12.3%	9,375.0	3.8%	250,000	0	
Western Alliance Bank CD 3.75% Due 8/17/2026	250,000.000	100.00	250,000.00	12.3%	9,375.0	3.8%	250,000	0	
CDs - Brokered CDs Total	2,000,000.000		2,000,000.00	98.1%	74,750.0	3.7%	2,000,000	0	
<b>Grand Total</b>	<b>2,039,553.510</b>		<b>2,039,553.51</b>	<b>100.0%</b>	<b>76,147.6</b>	<b>3.7%</b>	<b>2,039,554</b>	<b>0</b>	

## Village of Hobart Investment Agency - TID Sub-Account

Account #:



Activity Summary for: 05/01/2026 to 05/31/2026

	This Period	Year to Date
<b>Income Received</b>		
Dividend - Ordinary	95.07	3,096.81
Interest - Corporate	4,602.74	13,654.80
Income Received Total	4,697.81	16,751.61
<b>Contributions</b>		
	0.00	2,019,975.46
<b>Money Market Summary</b>		
Purchases	-4,697.81	-2,036,727.07
Sales	592.80	2,001,693.44
Money Market Summary Total	-4,105.01	-35,033.63
<b>Change in Account Holdings</b>		
Purchases	0.00	-2,000,000.00

## Village of Hobart Investment Agency - TID Sub-Account

Account #:	[REDACTED]	Transactions Listing: 05/01/2026 to 05/31/2026
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### Cash Receipts

Posted	Dividend - Ordinary	Cash
05/01/2026	Dividend - Ordinary of Northern Institutional Treasury Money Market Fund	95.07
Posted	Interest - Corporate	Cash
05/14/2026	Interest - Corporate on 250,000 par value of The First Security Bank Beaver CD 3.75% Due 8/13/2026	770.55
05/18/2026	Interest - Corporate on 250,000 par value of Peoples Bank Clifton TN CD 3.75% Due 9/17/2026	770.55
05/19/2026	Interest - Corporate on 250,000 par value of Providence Bank Rocky Mount NC CD 3.75% Due 8/19/2026	770.55
05/20/2026	Interest - Corporate on 250,000 par value of Grand River Bank CD 3.70% Due 8/19/2026	760.27
05/26/2026	Interest - Corporate on 250,000 par value of KS Bank Inc Smithfield NC CD 3.75% Due 8/25/2026	770.55
05/26/2026	Interest - Corporate on 250,000 par value of OSB Community Bank Ottawa IL CD 3.70% Due 8/25/26	760.27
Interest - Corporate Total		4,602.74
Cash Receipts Total		4,697.81

### Cash Disbursements

Posted	Fee payment	Cash
05/15/2026	Monthly Fees	-592.80
Grand Total		4,105.01

### Money Market Activity

	Cash	Cost Basis	ST Gain/Loss	LT Gain/Loss
Purchase	-4,697.81	4,697.81	0.00	0.00
Sale	592.80	-592.80	0.00	0.00
Money Market Activity Total	-4,105.01	4,105.01	0.00	0.00

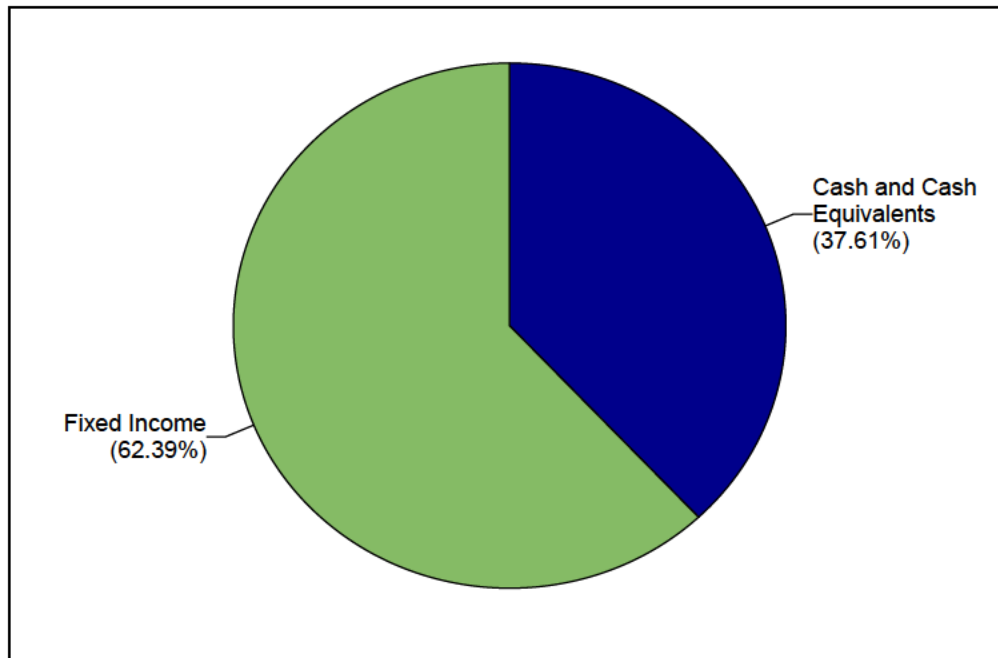
### Village of Hobart Investment Agency - 102-Debt Service

Account #: XXXXXXXXXX

Holding Summary On: 05/31/2026

Asset Segment	4/30/2026 Valuation	Percent of Portfolio	5/31/2026 Valuation	Percent of Portfolio
Cash and Cash Equivalents	15,752.24	3.05	195,804.73	37.61
Fixed Income	500,925.65	96.95	324,828.84	62.39
<b>Grand Total</b>	<u>516,677.89</u>	<u>100.00</u>	<u>520,633.57</u>	<u>100.00</u>

Current Percent of Portfolio



## Village of Hobart Investment Agency - 102-Debt Service

Account #:

Account Detail On: 05/31/2026

Asset Name	Shares	Price	Market Value	Percent of Portfolio	Estimated Annual Income	Estimated Annual Yield	Cost Basis	Unrealized Gain/Loss	Ticker
<b>Cash</b>									
Cash			0.00	0.0%			0		
<b>Cash Equivalents</b>									
<b>Money Market - Taxable</b>									
Northern Institutional Treasury Money Market Fund	195,804.730	1.00	195,804.73	37.6%	6,918.8	3.5%	195,805	0	NITXX
<b>Fixed Income</b>									
<b>CDs - Brokered CDs</b>									
Goldman Sachs Bank USA CD 3.80% Due 2/10/2028	100,000.000	100.00	100,000.00	19.2%	3,800.0	3.8%	100,000	0	
M1 Bank Macks Creek CD 3.75% Due 5/12/2027	50,000.000	99.59	49,793.74	9.6%	1,875.0	3.8%	50,000	-206	
Valley National Bank NJ CD 4.10% Due 11/27/2026	175,000.000	100.02	175,035.10	33.6%	7,175.0	4.1%	175,000	35	
CDs - Brokered CDs Total	325,000.000		324,828.84	62.4%	12,850.0	4.0%	325,000	-171	
Grand Total	520,804.730		520,633.57	100.0%	19,768.8	3.8%	520,805	-171	

## Village of Hobart Investment Agency - 102-Debt Service

Account #:



Activity Summary for: 05/01/2026 to 05/31/2026

	This Period	Year to Date
<b>Income Received</b>		
Dividend - Ordinary	44.72	1,281.88
Interest - Corporate	4,158.34	6,579.67
Income Received Total	4,203.06	7,861.55
 <b>Money Market Summary</b>		
Purchases	-180,203.06	-183,861.55
Sales	150.57	150,751.71
Money Market Summary Total	-180,052.49	-33,109.84
 <b>Change in Account Holdings</b>		
Purchases	0.00	-150,000.00
Sales	176,000.00	176,000.00
Change in Account Holdings Total	176,000.00	26,000.00

## Village of Hobart Investment Agency - 102-Debt Service

Account #:

Transactions Listing: 05/01/2026 to 05/31/2026

### Cash Receipts

Posted	Dividend - Ordinary	Cash
05/01/2026	Dividend - Ordinary of Northern Institutional Treasury Money Market Fund	44.72
Posted	Interest - Corporate	Cash
05/28/2026	Interest - Corporate on 175,000 par value of Valley National Bank NJ CD 4.10% Due 11/27/2026	3,558.01
05/28/2026	Interest - Corporate on 176,000 par value of American Commercial Bank & Trust NA Ottawa IL CD 4.15% Due 5/27/2026	600.33
Interest - Corporate Total		4,158.34
Cash Receipts Total		4,203.06

### Cash Disbursements

Posted	Fee payment	Cash
05/15/2026	Monthly Fees	-150.57

### Securities (Involving Cash)

Posted	Sale	Cash	Cost Basis	ST Gain/Loss	LT Gain/Loss
05/28/2026	Maturity of American Commercial Bank & Trust NA Ottawa IL CD 4.15% Due 5/27/2026	176,000.00	-176,000.00	0.00	0.00
Grand Total		180,052.49	-176,000.00	0.00	0.00

### Money Market Activity

	Cash	Cost Basis	ST Gain/Loss	LT Gain/Loss
Purchase	-180,203.06	180,203.06	0.00	0.00
Sale	150.57	-150.57	0.00	0.00
Money Market Activity Total	-180,052.49	180,052.49	0.00	0.00

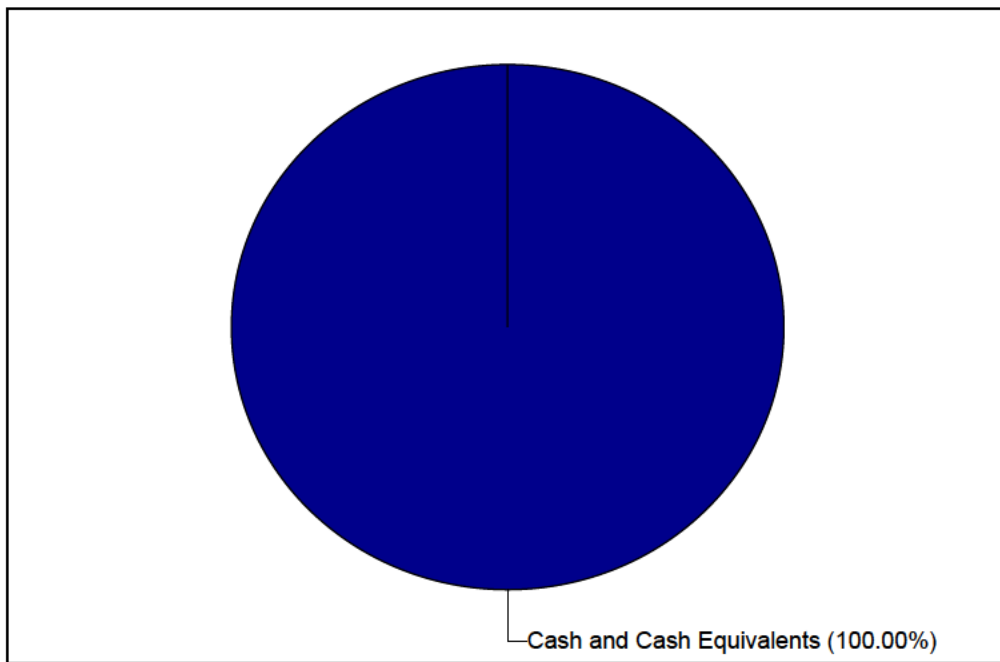
### Village of Hobart - 212-Gateway Estates

Account #: [REDACTED]

Holding Summary On: 05/31/2026

Asset Segment	4/30/2026 Valuation	Percent of Portfolio	5/31/2026 Valuation	Percent of Portfolio
Cash and Cash Equivalents	528,097.00	100.00	529,490.35	100.00

Current Percent of Portfolio



**Village of Hobart - 212-Gateway Estates**

Account #: XXXXXXXXXX

Account Detail On: 05/31/2026

Asset Name	Shares	Price	Market Value	Percent of Portfolio	Estimated Annual Income	Estimated Annual Yield	Cost Basis	Unrealized Gain/Loss	Ticker
<b>Cash</b>									
Cash			0.00	0.0%			0		
<b>Cash Equivalents</b>									
<b>Money Market - Taxable</b>									
Northern Institutional Treasury Money Market Fund	529,490.350	1.00	529,490.35	100.0%	18,709.7	3.5%	529,490	0	NITXX
<b>Grand Total</b>	<u>529,490.350</u>		<u>529,490.35</u>	<u>100.0%</u>	<u>18,709.7</u>	<u>3.5%</u>	<u>529,490</u>	<u>0</u>	

## Village of Hobart - 212-Gateway Estates

Account #:



Activity Summary for: 05/01/2026 to 05/31/2026

	This Period	Year to Date
<b>Income Received</b>		
Dividend - Ordinary	1,547.40	7,844.53
<b>Money Market Summary</b>		
Purchases	-1,547.40	-7,844.53
Sales	154.05	766.11
Money Market Summary Total	-1,393.35	-7,078.42

**Village of Hobart - 212-Gateway Estates**

Account #:	[REDACTED]	Transactions Listing: 05/01/2026 to 05/31/2026
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**Cash Receipts**

Posted	Dividend - Ordinary	Cash
05/01/2026	Dividend - Ordinary of Northern Institutional Treasury Money Market Fund	1,547.40

**Cash Disbursements**

Posted	Fee payment	Cash
05/15/2026	Monthly Fees	-154.05
Grand Total		1,393.35

**Money Market Activity**

	Cash	Cost Basis	ST Gain/Loss	LT Gain/Loss
Purchase	-1,547.40	1,547.40	0.00	0.00
Sale	154.05	-154.05	0.00	0.00
Money Market Activity Total	-1,393.35	1,393.35	0.00	0.00

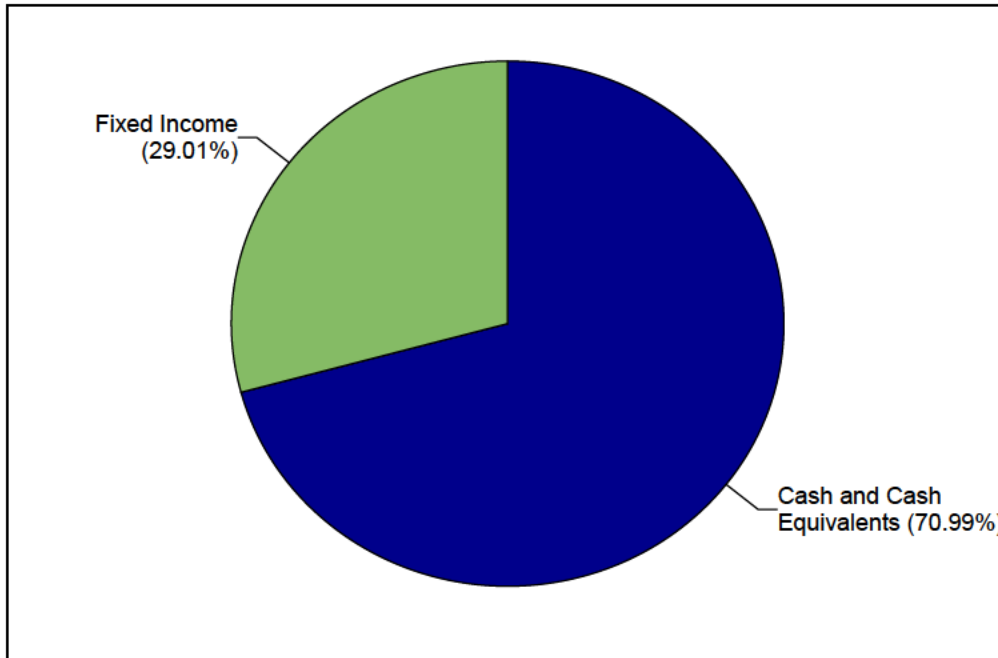
**Village of Hobart - 213-2024A Notes**

Account #: XXXXXXXXXX

Holding Summary On: 05/31/2026

Asset Segment	4/30/2026 Valuation	Percent of Portfolio	5/31/2026 Valuation	Percent of Portfolio
Cash and Cash Equivalents	4,025,492.55	70.93	4,038,313.51	70.99
Fixed Income	1,650,000.00	29.07	1,650,000.00	29.01
<b>Grand Total</b>	<u>5,675,492.55</u>	<u>100.00</u>	<u>5,688,313.51</u>	<u>100.00</u>

**Current Percent of Portfolio**



## Village of Hobart - 213-2024A Notes

Account #: XXXXXXXXXX

Account Detail On: 05/31/2026

Asset Name	Shares	Price	Market Value	Percent of Portfolio	Estimated Annual Income	Estimated Annual Yield	Cost Basis	Unrealized Gain/Loss	Ticker
<b>Cash</b>									
Cash			0.00	0.0%			0		
<b>Cash Equivalents</b>									
<b>Money Market - Taxable</b>									
Northern Institutional Treasury Money Market Fund	4,038,313.510	1.00	4,038,313.51	71.0%	142,695.0	3.5%	4,038,314	0	NITXX
<b>Fixed Income</b>									
<b>CDs - Brokered CDs</b>									
Bank of America NA CD 3.75% Due 8/6/2026	250,000.000	100.00	250,000.00	4.4%	9,375.0	3.8%	250,000	0	
Bank of Baroda New York CD 3.75% Due 6/12/2026	250,000.000	100.00	250,000.00	4.4%	9,375.0	3.8%	250,000	0	
Craft Bank Atlanta GA CD 3.75% Due 8/20/2026	250,000.000	100.00	250,000.00	4.4%	9,375.0	3.8%	250,000	0	
Flagstar Bank NA Hicksville NY CD 3.75% Due 8/4/2026	150,000.000	100.00	150,000.00	2.6%	5,625.0	3.8%	150,000	0	
Merrick Bank CD 3.75% Due 8/1/2026	250,000.000	100.00	250,000.00	4.4%	9,375.0	3.8%	250,000	0	
Partners Bank of California Mission Viejo CA CD 3.75% Due 8/11/2026	250,000.000	100.00	250,000.00	4.4%	9,375.0	3.8%	250,000	0	
Simmons Bank CD 3.75% Due 8/7/2026	250,000.000	100.00	250,000.00	4.4%	9,375.0	3.8%	250,000	0	
CDs - Brokered CDs Total	<u>1,650,000.000</u>		<u>1,650,000.00</u>	<u>29.0%</u>	<u>61,875.0</u>	<u>3.8%</u>	<u>1,650,000</u>	<u>0</u>	
Grand Total	<u>5,688,313.510</u>		<u>5,688,313.51</u>	<u>100.0%</u>	<u>204,570.0</u>	<u>3.6%</u>	<u>5,688,314</u>	<u>0</u>	

## Village of Hobart - 213-2024A Notes

Account #:



Activity Summary for: 05/01/2026 to 05/31/2026

	This Period	Year to Date
<b>Income Received</b>		
Dividend - Ordinary	13,061.64	83,245.52
Interest - Corporate	1,541.10	4,571.92
Income Received Total	14,602.74	87,817.44
<b>Disbursements</b>		
	0.00	-1,000,000.00
<b>Money Market Summary</b>		
Purchases	-14,602.74	-87,817.44
Sales	1,781.78	2,659,522.35
Money Market Summary Total	-12,820.96	2,571,704.91
<b>Change in Account Holdings</b>		
Purchases	0.00	-1,650,000.00

**Village of Hobart - 213-2024A Notes**

Account #:	[REDACTED]	Transactions Listing: 05/01/2026 to 05/31/2026
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**Cash Receipts**

Posted	Dividend - Ordinary	Cash
05/01/2026	Dividend - Ordinary of Northern Institutional Treasury Money Market Fund	13,061.64

Posted	Interest - Corporate	Cash
05/11/2026	Interest - Corporate on 250,000 par value of Merrick Bank CD 3.75% Due 8/1/2026	770.55
05/20/2026	Interest - Corporate on 250,000 par value of Craft Bank Atlanta GA CD 3.75% Due 8/20/2026	770.55
	Interest - Corporate Total	1,541.10
	Cash Receipts Total	14,602.74

**Cash Disbursements**

Posted	Fee payment	Cash
05/15/2026	Monthly Fees	-1,781.78
	Grand Total	12,820.96

**Money Market Activity**

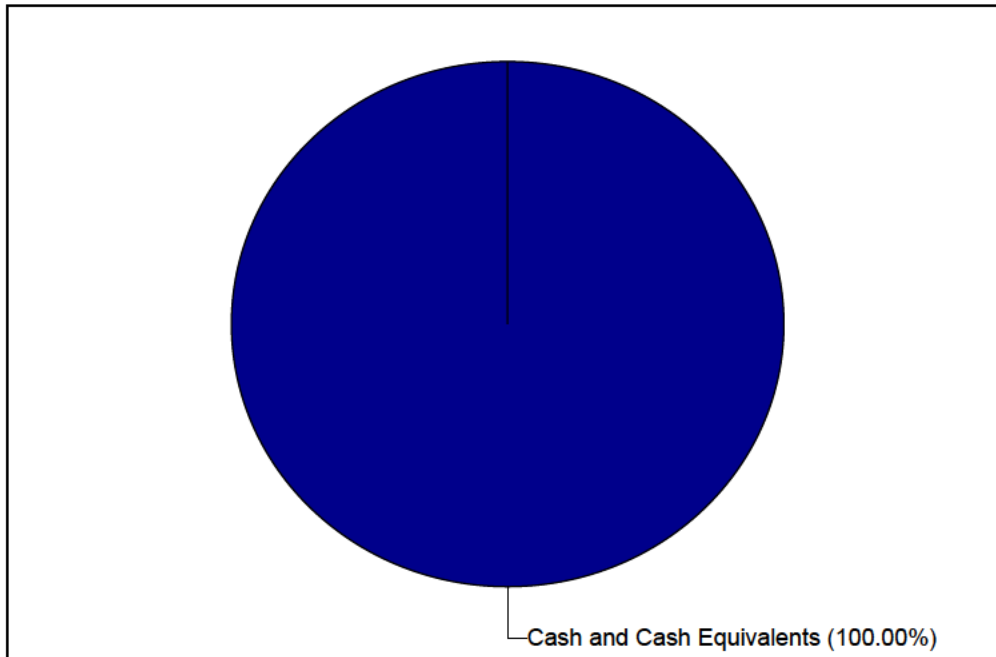
	Cash	Cost Basis	ST Gain/Loss	LT Gain/Loss
Purchase	-14,602.74	14,602.74	0.00	0.00
Sale	1,781.78	-1,781.78	0.00	0.00
Money Market Activity Total	-12,820.96	12,820.96	0.00	0.00

### Village of Hobart - 214-2024B Notes

Account #: [REDACTED] Holding Summary On: 05/31/2026

Asset Segment	4/30/2026 Valuation	Percent of Portfolio	5/31/2026 Valuation	Percent of Portfolio
Cash and Cash Equivalents	805,585.53	100.00	807,522.08	100.00

Current Percent of Portfolio



**Village of Hobart - 214-2024B Notes**

Account #: XXXXXXXXXX

Account Detail On: 05/31/2026

Asset Name	Shares	Price	Market Value	Percent of Portfolio	Estimated Annual Income	Estimated Annual Yield	Cost Basis	Unrealized Gain/Loss	Ticker
<b>Cash</b>									
Cash			0.00	0.0%			0		
<b>Cash Equivalents</b>									
<b>Money Market - Taxable</b>									
Northern Institutional Treasury Money Market Fund	807,522.080	1.00	807,522.08	100.0%	28,534.0	3.5%	807,522	0	NITXX
<b>Grand Total</b>	<u>807,522.080</u>		<u>807,522.08</u>	<u>100.0%</u>	<u>28,534.0</u>	<u>3.5%</u>	<u>807,522</u>	<u>0</u>	

## Village of Hobart - 214-2024B Notes

Account #:



Activity Summary for: 05/01/2026 to 05/31/2026

	This Period	Year to Date
<b>Income Received</b>		
Dividend - Ordinary	2,171.19	5,576.68
Interest - Corporate	0.00	8,547.40
Income Received Total	2,171.19	14,124.08
<b>Money Market Summary</b>		
Purchases	-2,171.19	-564,124.08
Sales	234.64	1,163.54
Money Market Summary Total	-1,936.55	-562,960.54
<b>Change in Account Holdings</b>		
Sales	0.00	550,000.00

**Village of Hobart - 214-2024B Notes**

Account #:	[REDACTED]	Transactions Listing: 05/01/2026 to 05/31/2026
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**Cash Receipts**

Posted	Dividend - Ordinary	Cash
05/01/2026	Dividend - Ordinary of Northern Institutional Treasury Money Market Fund	2,171.19

**Cash Disbursements**

Posted	Fee payment	Cash
05/15/2026	Monthly Fees	-234.64
Grand Total		1,936.55

**Money Market Activity**

	Cash	Cost Basis	ST Gain/Loss	LT Gain/Loss
Purchase	-2,171.19	2,171.19	0.00	0.00
Sale	234.64	-234.64	0.00	0.00
Money Market Activity Total	-1,936.55	1,936.55	0.00	0.00

VILLAGE OF  
**HOBART**  
 GREATNESS IS GROWING



5/31/2026

Associated Bank	
Checking	\$ 12,907.67
Investment Portfolio	\$ 2,042,954.95
<b>Total Associated Bank:</b>	<b>\$ 2,055,862.62</b>

Stephenson National Bank	
Checking	\$ 250,000.00
Sweep	\$ 1,371,151.24
Investment - TID Sub-Account	\$ 2,039,553.51
Investment - 102-Debt Service	\$ 520,633.57
Investment - 212-Gateway Estates	\$ 529,490.35
Investment - 213-2024A Notes	\$ 5,688,313.51
Investment - 214-2024B Notes	\$ 807,522.08
<b>Total SNB:</b>	<b>\$ 11,206,664.26</b>

American Deposit Management	
General Account	\$ 255,735.93
Water Fund	\$ 49,601.36
Capital Projects Fund	\$ 599,588.01
Debt Service Fund	\$ 99,752.70
Storm Water Fund	\$ 500,103.26
TID #1 Fund	\$ 746,449.96
TID #2 Fund	\$ 199,295.21
<b>Total ADM:</b>	<b>\$ 2,450,526.43</b>

Local Government Investment Pool	
General (State Aid/Revenue)	\$ 74,553.91
Sewer Replacement (CMAR)	\$ 189,952.20
Escrow (ARPA)	\$ -
<b>Total WI LGIP:</b>	<b>\$ 264,506.11</b>

Professional Management Association	
105-TID #2	\$ 21,012.51
108-TID #1	\$ 50,837.29
202-Taxable	\$ 40,517.63
206-Southwind - TID No. 2	\$ 15,658.46
208-2021 Bond Issue #1	\$ 90.58
209-2021 Bond Issue #2	\$ 37,917.68
210-GO Prom Notes Series 2022	\$ 947,556.68
<b>Total WISC:</b>	<b>\$ 1,113,590.83</b>

**FUND TOTAL: \$ 17,091,150.25**

INTERGOVERNMENTAL AGREEMENT  
CONRAD DRIVE

AGREEMENT MADE this \_\_\_ day of June, 2026 by and between BROWN COUNTY (“County”), a Wisconsin municipal corporation, and the VILLAGE OF HOBART (“Hobart”), a Wisconsin municipal corporation, WITNESSETH:

WHEREAS, County is the owner and Operator of Green Bay Austin Straubel International Airport (“Airport”), and a portion of the Airport is located in Hobart, and

WHEREAS, Hobart plans to resurface Conrad Drive (from Packerland Drive, west to the end of Conrad Drive) (the “Project”), the initial plan being to install four inches of new asphalt with an optional plan to increase the new install to five and one-quarter inches, the cost of said additional one and one-quarter inch being \$37,820.00 and

WHEREAS, the Airport desires the five and one-quarter inch install and, subject to the terms of this Agreement, is willing to contribute \$37,820.00 to the cost of the Project,

NOW, THEREFORE, for good and valuable consideration including the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein at length.
2. Project Responsibility. Hobart shall proceed with the Project and cause Conrad Drive to be resurfaced with five and one-quarter inches of new asphalt, the same to be performed in a good and workman-like manner, and upon completion of the Project, Hobart shall notify County in writing and provide County with documentation from the company retained to install the asphalt that the Project is complete and that five and one-quarter inches of asphalt has been installed on and over the entire length of Conrad Drive.
3. Pre-Project Notice. Hobart shall notify County of the Project start date and phasing and anticipated limits or restrictions on vehicular use during the course of the Project.
4. County Payment. Upon receipt of the notice and documentation as provided in paragraph 2, above, County shall pay Hobart the sum of \$37,820.00.
5. Conditions. County’s contribution to the Project is expressly and specifically conditioned on the following:
  - a. Hobart shall not impose any vehicle weight limits on Conrad Drive and shall not impose any limit on the type of vehicles that may use Conrad Drive.
  - b. This Agreement and the payment/contribution by County is a “one time” arrangement specific to Conrad Drive and shall under no circumstances be deemed to be precedential to any other projects in Hobart, road or otherwise.

6. Notices. Notices to County or Hobart provided for in this Agreement shall be hand-delivered or sent by certified mail, postage prepaid, addressed to:

ROWN COUNTY:

Airport Director  
Austin Straubel International Airport  
2077 Airport Drive, Suite 18  
Green Bay, WI 54313

HOBART:

Village of Hobart  
Village of Hobart  
2990 S. Pine Tree Road  
Oneida, WI 54155

7. Miscellaneous.

- a. Expenses. In the event that any legal action is filed arising out of, or relating to this Agreement, the non-prevailing party shall be liable to the prevailing party for all costs and expenses incurred by the prevailing party including reasonable attorney fees.
- b. Paragraph Headings. The headings in this document are for the purpose 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.
- c. Applicable Law. Any and all actions or proceedings seeking to enforce any portion of, or based upon any right arising out of, this Agreement shall be brought against the 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 (and the appropriate Appellate Courts therefrom) in any such action or proceeding and waives any objection to venue laid therein. This Agreement shall be subject to and interpreted and applied in accordance with the laws of the State of Wisconsin.
- d. Waiver. The failure of a party to take action with respect to any breach by the other party of any covenant, condition, or obligation in this Agreement shall not be a waiver of any such covenant, condition or obligation in this Agreement and shall not be a waiver of such covenant, condition or obligation or subsequent breach of the same or any other covenant, condition or obligation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper Officers effective as of the day and year first-above written.

(Signatures on following page)

BROWN COUNTY

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

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

Marty Piette, A.A.E., Airport Director

VILLAGE OF HOBART

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

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

\_\_\_\_\_, Village President

ATTEST:

BY: \_\_\_\_\_

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

\_\_\_\_\_, Village Clerk

This Instrument drafted by:  
Attorney Gary A. Wickert

INTERGOVERNMENTAL AGREEMENT  
CONRAD DRIVE

AGREEMENT MADE this \_\_\_ day of June, 2026 by and between BROWN COUNTY (“County”), a Wisconsin municipal corporation, and the VILLAGE OF HOBART (“Hobart”), a Wisconsin municipal corporation, WITNESSETH:

WHEREAS, County is the owner and Operator of Green Bay Austin Straubel International Airport (“Airport”), and a portion of the Airport is located in Hobart, and

WHEREAS, Hobart plans to resurface Conrad Drive (from Packerland Drive, west to the end of Conrad Drive) (the “Project”), the initial plan being to install four inches of new asphalt with an optional plan to increase the new install to five and one-quarter inches, the cost of said additional one and one-quarter inch being \$37,820.00 and

WHEREAS, the Airport desires the five and one-quarter inch install and, subject to the terms of this Agreement, is willing to contribute \$37,820.00 to the cost of the Project,

NOW, THEREFORE, for good and valuable consideration including the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein at length.
2. Project Responsibility. Hobart shall proceed with the Project and cause Conrad Drive to be resurfaced with five and one-quarter inches of new asphalt, the same to be performed in a good and workman-like manner, and upon completion of the Project, Hobart shall notify County in writing and provide County with documentation from the company retained to install the asphalt that the Project is complete and that five and one-quarter inches of asphalt has been installed on and over the entire length of Conrad Drive.
3. Pre-Project Notice. Hobart shall notify County of the Project start date and phasing and anticipated limits or restrictions on vehicular use during the course of the Project.
4. County Payment. Upon receipt of the notice and documentation as provided in paragraph 2, above, County shall pay Hobart the sum of \$37,820.00.
5. Conditions. County’s contribution to the Project is expressly and specifically conditioned on the following:
  - a.—Hobart shall not impose any vehicle weight limits on Conrad Drive and shall not impose any limit on the type of vehicles that may use Conrad Drive other than the standard Village-wide seasonal weight limits.
  - b.—This Agreement and the payment/contribution by County is a “one time” arrangement specific to Conrad Drive and shall under no circumstances be deemed to be precedential to any other projects in Hobart, road or otherwise.

c. If, in the future, Conrad Drive requires additional maintenance, resurfacing, reconstruction, or strengthening due to the one and one quarter inch of additional asphalt or the absence of weight limits as specified in 5(b) above, beyond what would otherwise be required for ordinary municipal traffic, County shall pay the incremental costs associated with such additional improvements.

6. Notices. Notices to County or Hobart provided for in this Agreement shall be hand-delivered or sent by certified mail, postage prepaid, addressed to:

BROWN COUNTY:

Airport Director  
Austin Straubel International Airport  
2077 Airport Drive, Suite 18  
Green Bay, WI 54313

HOBART:

Village of Hobart  
Village of Hobart  
2990 S. Pine Tree Road  
Oneida, WI 54155

7. Miscellaneous.

~~a. Expenses. In the event that any legal action is filed arising out of, or relating to this Agreement, the non-prevailing party shall be liable to the prevailing party for all costs and expenses incurred by the prevailing party including reasonable attorney fees.~~

b.a. Paragraph Headings. The headings in this document are for the purpose 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-b. Applicable Law. Any and all actions or proceedings seeking to enforce any portion of, or based upon any right arising out of, this Agreement shall be brought against the 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 (and the appropriate Appellate Courts therefrom) in any such action or proceeding and waives any objection to venue laid therein. This Agreement shall be subject to and interpreted and applied in accordance with the laws of the State of Wisconsin.

d.c. Waiver. The failure of a party to take action with respect to any breach by the other party of any covenant, condition, or obligation in this Agreement shall not be a waiver of any such covenant, condition or obligation in this Agreement and shall not be a waiver of such covenant, condition or obligation or subsequent breach of the same or any other covenant, condition or obligation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper Officers effective as of the day and year first-above written.

(Signatures on following page)

BROWN COUNTY

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

Marty Piette, A.A.E., Airport Director

VILLAGE OF HOBART

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

\_\_\_\_\_, Village President

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_ Date:  
\_\_\_\_\_, Village Clerk

This Instrument drafted by:  
Attorney Gary A. Wickert

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



**TO:** Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** Proposed Data Center Temporary Moratorium Ordinance  
**DATE:** June 16<sup>th</sup> 2026

### BACKGROUND

There has been considerable interest and discussion over the past several months over the potential of data centers being constructed across Wisconsin and, more specifically, in Brown County. While the Village is not aware of any concrete interest in constructing such a facility in Hobart, we are aware of anecdotal evidence that there may be some inquiries being made about purchasing land for such a project. With concerns over the impact on infrastructure, the Village's power and water systems, and the quality of life throughout the community, we are proposing an Ordinance that would place a one-year moratorium on the consideration of any data center in the Village.

We are proposing the passage of an Ordinance, rather than a Resolution. Given that the construction of data centers is at least conceivably already allowed under the current zoning codes, we believe an actual modification of the zoning code, rather than simply a resolution, is appropriate. We also added some additional provisions to help protect against future legal challenges against the moratorium. Brown County recently tabled a proposed County moratorium. *"Unlike Manitowoc County, which passed a data center moratorium in April, Brown County doesn't have countywide zoning. Instead, cities, villages and towns within the county have control."* (Source: Fox11 News, June 2, 2026)

The Ordinance would not put an end to any consideration for a Data Center in Hobart. It would simply allow us the time to craft a thoughtful and comprehensive Ordinance for consideration over the next twelve (12) months.

### ORDINANCE AND TIMETABLE

The following timetable will be followed if the Board approves moving forward with the proposed Ordinance tonight:

DATE	ACTION
<b>June 16</b>	<ul style="list-style-type: none"> <li>• Presentation of proposed Ordinance to Village Board</li> <li>• Forwarding the Ordinance to the Planning and Zoning Commission</li> <li>• Setting of public hearing on proposed Ordinance (July 7)</li> </ul>
<b>June 19</b>	<ul style="list-style-type: none"> <li>• First run of the Notice of the July 6 Planning &amp; Zoning Commission Meeting (Publish as a Class II).</li> <li>• Place notice on website.</li> <li>• Place notice at Village Office.</li> </ul>
<b>June 26</b>	<ul style="list-style-type: none"> <li>• Second run of the Notice of the July 6 Planning &amp; Zoning Commission Meeting. Publish as a Class II.</li> </ul>

	<ul style="list-style-type: none"><li>• Notice of Moratorium Public Hearing at July 7 Village Board Meeting. Publish as a Class I.</li><li>• Place notice on website.</li><li>• Place notice at Village Office.</li></ul>
<b>July 6</b>	<ul style="list-style-type: none"><li>• Planning &amp; Zoning Commission Meeting (5:30 pm)</li></ul>
<b>July 7</b>	<ul style="list-style-type: none"><li>• Village Board Meeting (6:00 pm)</li></ul>

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**RECOMMENDED MOTIONS**

\* To forward Ordinance 2026-07 (AN ORDINANCE CREATING ARTICLE XXXVI (TEMPORARY MORATORIUM ON DATA CENTER DEVELOPMENT)) to the Planning and Zoning Commission for their review and recommendation at their next meeting.

\* To approve the establishment of a Public Hearing at the July 7<sup>th</sup> Village Board meeting to consider Ordinance 2026-07 (AN ORDINANCE CREATING ARTICLE XXXVI (TEMPORARY MORATORIUM ON DATA CENTER DEVELOPMENT))



## ORDINANCE 2026-07

### AN ORDINANCE CREATING ARTICLE XXXVI (TEMPORARY MORATORIUM ON DATA CENTER DEVELOPMENT)

**Purpose:** The purpose of this Ordinance is to create a one (1) year moratorium on the development of a Data Center in the Village of Hobart, allowing time for the Village to draft and approve an Ordinance to regulate any such development through the Village's Zoning Code.

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

**Section 1:** Article XXXV1 (Data Center Moratorium) of Chapter 295 (Zoning) is hereby created to read as follows:

§ 295-385. Purpose.

The purpose of this moratorium is to provide the Village with adequate time to assess the impacts and secondary effects of Data Centers, including but not limited to electrical infrastructure concerns, water consumption concerns, wastewater impacts, land-use compatibility, emergency services impacts, comprehensive regulation and legislation, and to promote meaningful development in implementation of Village ordinances with regard to Data Centers. This moratorium is necessary to protect the health, safety, and general welfare of the Village residents, businesses, and visitors.

§ 295-386. Authority.

This ordinance is adopted pursuant to the Village's authority under Wis. Stat. §§ 61.34, 61.35, 62.23(7), and other applicable provisions of Wisconsin law.

§ 295-387. Definition of Data Center.

"Data Center" means a facility, building, campus, or portion thereof primarily used for the storage, processing, management, transmission, or hosting of digital data, servers, cloud computing systems, artificial intelligence computing systems, or network infrastructure, together with associated cooling systems, backup generators, substations, utility infrastructure, and accessory uses. This definition is inclusive of any accessory office uses necessary to monitor and manage sustained operations at a Data Center. The term shall not include ordinary office computer systems, telecommunications equipment serving a principal permitted use, or customary business server rooms accessory to another permitted use.

§ 295-388. Declaration of Moratorium.

A village wide temporary moratorium is hereby declared with respect to the acceptance of applications, participating in pre-submittal activities, including but not limited to planning applications, building permits,

engineering permits, site review, rezoning approvals, conditional use permits, or any other authorization required for establishment, expansion, or construction of a Data Center.

§ 295-389. Duration.

This ordinance shall remain in effect for a period of twelve (12) months from its effective date or until an amendment to this chapter related to Data Centers is adopted and takes effect, whichever is earlier. The Village Board may extend the duration of this ordinance for an additional period of six (6) months, as permitted by applicable Wisconsin law, if additional time is reasonably necessary to complete, review, and adopt permanent regulations.

§ 295-390. Direction to Develop Data Center Ordinance.

During the period of this moratorium, the Department of Planning and Zoning, in consultation with the Village administrator and attorney, in consultation with relevant Village agencies, departments, and employees, are directed to draft an ordinance providing a comprehensive and appropriate regulation of Data Centers to protect the public health, safety, and general welfare of the Village residents, businesses, visitors, and the public. It is the intention of the Village Board of Trustees to amend the Village’s general ordinances to adopt an ordinance pertaining to Data Centers before the expiration of this moratorium or any extension thereof as allowed under Wisconsin law.

§ 295-391. Subjects of Consideration.

In preparing an amendment to this chapter or a separate ordinance related to Data Centers, the Village, through appropriate personnel or consultants, shall review the possible impacts that these uses may have on the health, safety, and general welfare of the residents, businesses, visitors, and general public in the Village. The relevant Village departments, agencies, and staff shall also consult with other municipalities, experts, stakeholders, and relevant available studies and research pertaining to effective municipal regulations of Data Centers.

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

**Section 3.** This Ordinance shall be effective from and after its passage by the Village Board and publication as required by law.

Passed and approved on this 16<sup>th</sup> day of June, 2026.

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

Attest:

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

**CERTIFICATION**

The undersigned, being the duly appointed Clerk of the Board of the Village of Hobart, certifies that the aforementioned is the original ordinance adopted by the Village Board.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on June 16, 2026.

(Seal)

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Lisa Vanden Heuvel, Village Clerk



## ORDINANCE 2026-08

### AN ORDINANCE AMENDING SECTION 7 (STORMWATER MANAGEMENT STANDARDS) OF ARTICLE 1 (STORMWATER RUNOFF) OF CHAPTER 150 (EROSION CONTROL AND STORMWATER MANAGEMENT)

**Purpose:** The purpose of this Ordinance is to prevent property owners from altering the landscaping or topography of their property in a manner that would negatively impact the proper flow of stormwater or impact adjacent properties and to give the Village the authority to address, correct, or rectify any drainage issues that are adversely impacting other properties in the Village.

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

**Section 1:** Section 7 (Stormwater Management Standards) of Article I (Stormwater Runoff) of Chapter 150 (Erosion Control and Stormwater Management) is hereby recreated and amended to read as follows:

#### § 150-7. Stormwater management standards.

A. Stormwater discharge quantity. Unless otherwise provided for in this article, all land development activities subject to this article shall establish on-site management practices to control the peak flow rates of stormwater discharged from the site. Infiltration of stormwater runoff from driveways, sidewalks, rooftops, and landscaped areas shall be incorporated to the maximum extent practical to provide volume control in addition to control of peak flows. On-site management practices shall be used to meet the following minimum performance standards:

- (1) The peak flow discharge rates of stormwater runoff from the development shall not exceed those calculated for the series of design storms specified in Subsection A(2) and predevelopment conditions specified in Subsection A(3). Discharge velocities must be nonerosive to discharge locations, outfall channels, and receiving streams.
- (2) At a minimum, the two-year/twenty-four-hour, the ten-year/twenty-four-hour, and twenty-five-year/twenty-four-hour design storms shall be used in comparing peak flow discharge rates for predevelopment and postdevelopment conditions.
- (3) Predevelopment conditions for land developing activities shall assume a "good" level of land management. When the Soil Conservation Service TR-55 Method is used to calculate peak flow discharge rates and runoff volumes for the predevelopment condition, NRCS curve numbers shall not exceed the following for the given soil hydrologic groups. When other methods for computing runoff are used, they shall assume a comparable predevelopment condition.

<b>Soil Hydrologic Group</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
NRCS curve number for meadow	30	58	71	78
NRCS curve number for woodland	30	55	70	77

NRCS curve number for grain	55	68	77	80
NRCS curve number for pasture	39	61	74	80
NRCS curve number for paved roadways with open ditches*	83	89	92	93
NRCS curve number for commercial/business districts*	89	92	94	95
NRCS curve number for industrial districts*	81	88	91	93

**NOTES:**

\* For use with redevelopment projects only.

(4) Increases or decreases in the hydrology of wetlands shall be minimized to the extent practical. Where such changes are proposed, the impact of the proposal on wetland functional values shall be assessed using a methodology acceptable to the administering authority. Significant degradation of wetland functional values shall be avoided.

B. Stormwater discharge quality. Unless otherwise provided for in this article, all land development activities subject to this article shall establish on-site management practices to control the quality of stormwater discharged from the site. On-site management practices shall be used to meet the following minimum standard:

(1) Stormwater discharges shall be treated to remove, on an average annual basis, a minimum of 80% of the total suspended solids load. To achieve this level of control, stormwater practices shall be designed to accommodate, at a minimum, the runoff volume resulting from 1.5 inches of rainfall.

(2) Discharge of urban stormwater pollutants to wetlands shall be minimized to the extent practical. Where such discharges are proposed, the impact of the proposed discharge on wetland functional values shall be assessed using a method acceptable to the administering authority.

(3) At a minimum, stormwater discharges shall be pretreated prior to discharge to wetlands. Significant degradation of wetland functional values due to stormwater pollutant loads shall be avoided.

(4) Stormwater discharges shall be pretreated prior to infiltration where necessary to prolong maintenance of the infiltration practice and to prevent discharge of stormwater pollutants at concentrations that will result in exceedances of groundwater-preventive action limits or enforcement standards established by the Department of Natural Resources in Ch. NR 140, Wisconsin Administrative Code. Stormwater shall not be injected underground through excavations or openings that would violate § NR 812.05, Wis. Admin. Code.

(5) Stormwater ponds and infiltration devices shall not be located closer to water supply wells than indicated below without first notifying the administering authority:

(a) One hundred feet from a well serving a private water system or a transient, noncommunity public water system;

(b) One thousand two hundred feet from a well serving a municipal public water system, and other than municipal public water system, or a nontransient noncommunity public water system;

(c) The boundary of a recharge area to a wellhead identified in a wellhead area protection plan.

C. Exceptions. The administering authority may establish stormwater management requirements either more stringent or less stringent than those set forth in Subsections A and B of this section, provided that at least one of the following conditions applies.

(1) The administering authority determines that an added level of protection is needed to protect sensitive resources.

(2) The administering authority determines that the land development activity is covered by an approved stormwater management system plan that contains management requirements consistent with the purpose and intent of this article.

(3) Provisions are made to manage stormwater by an off-site facility, provided that all of the following conditions for the off-site facility are met:

(a) The facility is in place;

(b) The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the requirements of this article;

(c) The facility has an entity responsible for its long-term operation and maintenance.

(4) The administering authority finds that meeting the minimum on-site management requirements of this article is infeasible due to space or site restrictions.

D. Fee in lieu of on-site stormwater management practices. Where the administering authority waives all or part of the minimum on-site stormwater management requirements under Subsection C, the applicant may be required to pay a fee in an amount determined in negotiation with the administering authority. In setting the fee for land development projects, the administering authority shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of stormwater management practices needed to serve the land development.

E. General considerations for on-site and off-site stormwater management measures. The following considerations shall be observed in managing stormwater runoff:

(1) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.

(2) Emergency overland flow shall be configured at a high level for all stormwater facilities so that the safe capacity of downstream drainage facilities will not be exceeded; thus, preventing endangerment of downstream property or public safety.

(3) The land on all side and rear lot lines of all lots not included in a designated drainage easement shall be graded by the lot owner and maintained by the abutting property owners to provide for the adequate drainage of surface water.

(4) In the event that a lot owner or abutting property owner fails to maintain proper grading or drainage in accordance with this provision, the local municipality reserves the right, after due notice, to enter upon the property to address, correct, or rectify any drainage issues, and may assess the property and its owner(s) for all costs and expenses incurred.

(5) No person shall re-grade or landscape their property in such a manner that would adversely affect the runoff flow of storm water to or from any adjacent property or right-of-way. Any such re-grading or

landscaping shall be in compliance with any approved drainage / grading plan for that property. Existing runoff flow paths to, from, or across any property shall not be altered in a manner that would result in a nuisance to any adjacent property or right-of-way.

(6) Sump pump discharge shall:

- (a) Drain toward the ditch.
- (b) Permit must be obtained for any work within the Village right-of-way.
- (c) Owner is responsible for any maintenance to his drain pipe if drained into the right-of-way. Village is not responsible for any damage to discharge pipe if it is placed in the right-of-way.
- (d) Water must pump out and stop within 20 feet of the property line to sheet off of lot.

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

**Section 3.** This Ordinance shall be effective from and after its passage by the Village Board and publication as required by law.

Passed and approved on this 16<sup>th</sup> day of June, 2026.

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Richard Heidel, Village President

Attest:

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Aaron Kramer, Village Administrator

**CERTIFICATION**

The undersigned, being the duly appointed Clerk of the Board of the Village of Hobart, certifies that the aforementioned is the original ordinance adopted by the Village Board.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on June 16, 2026.

(Seal)

---

Lisa Vanden Heuvel, Village Clerk

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



**TO:** Village Administrator, Village Board  
**FROM:** Jerry Lancelle, Director Public Works  
**RE:** Brookwood Drive Flood Damage Repaving  
**DATE:** June 16, 2026

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Staff received two quotes to pulverize and repave the approximate 970' section of Brookwood Circle between N. Pine Tree and Melanie Lane damaged from the March flooding. The quotes include pulverizing the existing asphalt, grading, paving 3" Village standard asphalt, and shouldering the road to restore it back to a 22' wide asphalt surface and 18" shoulders.

The portion of roadway damaged by the flooding, which is approximately 500', is expected to be eligible for flood relief funds that are expected to be available later this year. Staff is recommending the approval of the quote from MCC for \$53,473.20 to repair Brookwood Circle.

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Funding for Street Sweeping is in the Storm Water Budget #007-64000-054



P.O. Box 1137  
 2600 Roemer Road  
 Appleton, WI 54912-1137  
 Phone: 920-749-3360  
 Fax: 920-380-9459

<b>To:</b>	Village Of Hobart	<b>Contact:</b>	
<b>Address:</b>	2990 S Pine Tree Rd Hobart, WI 54155	<b>Phone:</b>	(920) 869-3803
<b>Project Name:</b>	Brookwood Circle Pulverize & Pave 2026	<b>Bid Number:</b>	BK1396
<b>Project Location:</b>	Brookwood Circle, Hobart, WI	<b>Bid Date:</b>	5/15/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Pulverize Roadway	2,372.00	SY	\$1.10	\$2,609.20
2	1 3/4" HMA Binder - 4 LT 58-28 S	250.00	TON	\$113.00	\$28,250.00
3	1 1/4" HMA Surface - 5 LT 58-28 S	180.00	TON	\$103.00	\$18,540.00
4	2 FT CABG Shouldering	1,940.00	LF	\$2.10	\$4,074.00

**Base Bid Price Subtotal:** \$53,473.20

**Total Bid Price:** \$53,473.20

**Notes:**

- **Should the buyer order any change in the work to be performed as outlined in this proposal, the Contractor reserves the right to adjust the total price accordingly.**
- **It is agreed that the estimate of quantities contained within this proposal are approximate and that final payment will be based on the actual measured quantities furnished, times the unit price provided.**
- **Acceptance of this proposal shall only be valid upon credit approval, and returning the signed and dated copy to us within 10 days.**
- The above prices do not include Performance and Payment Bond.
- Price does not include Permits.
- Price does not include asphalt testing.
- Price does not include striping.
- Mobilization & Traffic Control Included.

**Payment Terms:**

**Payment Terms: Payment Due Upon Completion**

**CONSTRUCTION LIEN**

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MCC, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MCC, INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**CONTINGENCY**

PERFORMANCE OF THIS CONTRACT IS CONTINGENT UPON STRIKES, LABOR TROUBLE, ACCIDENTS AND OTHER CAUSES OF LIKE CHARACTER BEYOND OUR CONTROL.

**CREDIT**

IF THE AMOUNT OF THIS CONTRACT IS NOT PAID IN ACCORDANCE WITH THE TERMS STATED THEREIN, A FINANCE CHARGE OF 1 1/2% PER MONTH SHALL BE CHARGED ON THE UNPAID BALANCE.

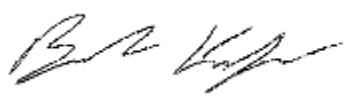
OWNER OR CONTRACTOR AGREES IF THIS CONTRACT IS NOT PAID AS AGREED, TO PAY ALL COLLECTION COSTS IN ADDITION TO THE FOREGOING, A REASONABLE ATTORNEY'S FEE OR IF SUIT SHALL BE BROUGHT TO COLLECT ANY PRINCIPAL OR INTEREST ON THIS CONTRACT. THE UNDERSIGNED PROMISES TO PAY IN ADDITION THE COURT COSTS PROVIDED BY LAW, A REASONABLE SUM AS ATTORNEY'S FEES. FOR VALUE RECEIVED EACH AND EVERY PARTY WHO SIGNS AND ENDORSES FOR OWNER OR CONTRACTOR OR BECOMES LIABLE EITHER NOW OR

HEREAFTER FOR THE PAYMENT OF THIS CONTRACT SEVERALLY WAIVES PRESENTMENT, DEMAND, PROTEST, AND NOTICE OR NON-PAYMENT HEREOF. BINDS HIMSELF HEREON NOT-WITHSTANDING ANY EXTENSION THAT MAY BE MADE TO ANY PARTY LIABLE ON THIS NOTE. IF NOT PAID WHEN DUE, THEN THE ABOVE PROVISIONS CONCERNING ATTORNEY'S FEES SHALL BECOME APPLICABLE.

EXCAVATOR TO FURNISH AND INSTALL COMPACTED GRAVEL BASE WITHIN .1' (ONE-TENTH OF A FOOT) IN ALL ASPHALT AREAS.

**CREDIT CARD**

**MCC WILL IMPOSE A SURCHARGE ON THE TRANSACTION AMOUNT FOR ANY PAYMENTS MADE BY CREDIT CARD, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE. WE DO NOT SURCHARGE DEBIT CARDS.**

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>MCC, INC.</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Brandon Kolgen (920) 915-0527 brandon.kolgen@murphyinc.org</p>
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Area Office  
1524 Atkinson Drive  
Green Bay, WI 54303  
[Contrats.North@walbecgroup.com](mailto:Contrats.North@walbecgroup.com)



Eric Letter  
Office: 920-494-0543  
Cell: 920-342-4160  
[elletter@walbecgroup.com](mailto:elletter@walbecgroup.com)

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## QUOTATION

### QUOTATION TO:

Village of Hobart

Date: 02 June 2026

Plan Date:

Project Name: V/O Hobart Brookwood 2026

Project Location: Hobart, WI

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### Base Bid (Approximately 970' x 22')

Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	Pulverize Asphalt	2,372	SY	\$ 1.60	\$ \$3,795.20
2	3" Asphalt	2,372	SY	\$ 20.95	\$ 46,693.40
3	2' Shoulder	432	SY	\$ 18.80	\$ 8,121.60
<b>Estimated Total:</b>					<b>\$ 61,610.20</b>

**\*\*NO BOND INCLUDED\*\***

### Notes:

1. Due to the volatility of the petroleum markets, please be aware of the time and date requirements as set forth below for the acceptance of this proposal.
2. Landscape restoration to be completed by others other than noted above.
3. Price does not include any undercutting of unsuitable soils.
4. Price includes one (1) mobilization.
5. Permits are not included.
6. Final price to be determined by actual quantities.
7. Pricing based on being awarded all work.
8. Price does not include any guardrail adjustments
9. Price does not include any line striping.
10. NEA to close roadway to through traffic while performing the work. NEA will maintain access for local and emergency traffic during duration of work.

*If you have any questions on this Quotation, please call me at the contact information listed above.  
Thank you!*

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IF THIS QUOTATION IS NOT ACCEPTED AND RETURNED WITHIN 30 DAYS FROM THE DATE OF THIS QUOTATION OR IF THE WORK IS NOT COMPLETED BY October 15, 2026, NORTHEAST ASPHALT, INC. RESERVES THE RIGHT TO WITHDRAW THE QUOTATION OR MODIFY THE TERMS OF THE QUOTATION/CONTRACT.

**STANDARD TERMS AND CONDITIONS**

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Northeast Asphalt, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Northeast Asphalt, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest Construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within ±0.1' of the proposed plan subgrade elevations.

Cold Weather Paving: Per section 450.3.2.1.1 and 450.3.2.1.2 in the Wisconsin DOT Standard Specifications, if Northeast Asphalt, Inc. is directed to place any asphaltic mixtures outside of WDOT specified date range, Northeast Asphalt, Inc., will not be responsible for damage or defects attributed to temperature or other weather conditions. Replacement or repairs will be done on a time and material basis.

Liquidated Damages: It is understood and agreed that the Owner/Contractor will not assess liquidated damages against Northeast Asphalt, Inc. prior to meeting with and providing Northeast Asphalt, Inc. with documentation demonstrating that Northeast Asphalt, Inc. failed to complete their portion of work within the time agreed upon in the contract or within such extra time as may have been allowed by extensions. Any arbitrary assessment will be subject to a 1.5% per month service charge.

Insurance/Indemnification: This Quotation is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Northeast Asphalt, Inc., but only to the extent of Northeast Asphalt, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Northeast Asphalt, Inc.'s workers are fully covered by Workers' Compensation Insurance. Northeast Asphalt, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Payment: Northeast Asphalt, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Northeast Asphalt, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Northeast Asphalt, Inc. will provide a lien waiver required by Owner/Contractor.

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**Acceptance of Quotation** - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Northeast Asphalt, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Northeast Asphalt, Inc. by Owner as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner/Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_