



Village of Hobart – 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 July 21st 2026**, at 6:00 P.M. at the Village Office (2990 South Pine Tree Road). NOTICE OF POSTING:
Posted July 17th 2026, at the Hobart Village Office and on the village website.

MEETING NOTICE – VILLAGE BOARD (Regular)

Date/Time: Tuesday July 21st 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. All agendas and meeting packets can be found on-line at <https://www.hobartwi.gov/village-board>.

ROUTINE ITEMS TO BE ACTED UPON:

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

4. PUBLIC HEARINGS

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

A. Payment of Invoices (Page 4); B. VILLAGE BOARD: Minutes of July 7th 2026 (Regular) (Page 8); C. PUBLIC WORK AND UTILITIES ADVISORY COMMITTEE: Minutes of May 7th 2026 (Page 11); D. SITE REVIEW COMMITTEE: Minutes of June 17th 2026 (Page 12); E. SPECIAL EVENTS PERMIT: D2's Farmer's Market (Page 13)

6. ITEMS REMOVED FROM CONSENT AGENDA

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

A. PRESENTATION – West De Pere School Referendum

The West De Pere School District has a proposed operational referendum on the ballot November 3 that would allow the district to exceed its state-imposed revenue limit by \$4.9 million annually through the 2032-33 school year. Jason Lau (Superintendent) and Jason Melotte (Business Manager) will make the presentation.

B. DISCUSSION AND ACTION - Resolution 2026-09 (A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING) (Page 19)

The Village is anticipating the borrowing for the proposed Hobart Municipal Center to occur sometime in early to mid-2028. It is reasonable to expect that expenses will be incurred prior to the borrowing and/or actual construction (payments for design/build work, utilities, permitting, etc.). The reimbursement resolution shows our intent to borrow at a future date and to reimburse the general fund, or another fund, for project expenses paid for prior to the bond issuance.

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

A. INFORMATION

1. Data Center Ordinance Update
2. June Associated Bank Investment Report (Page 21)
3. Village Account Balance Report (Page 27)
4. 2026 Budget Report (Page 28)

9. COMMITTEE REPORTS AND ACTIONS

A. INFORMATION – Freestanding ground sign Oneida Apostolic Church, 118 W. Meadow Drive (HB-631-2) (Page 38)

Oneida Apostolic Church, located at 118 W. Meadow Drive, is proposing the construction of a new freestanding ground sign on their property located at the corner of W. Meadow Drive and N. County Line Road. This sign is proposed with the address on the sign as required by Village Code, but the sign will require a landscape bed around the perimeter of the sign base. (Site Review Committee)

10. OLD BUSINESS

11. NEW BUSINESS

A. DISCUSSION AND ACTION – Memorandum of Understanding Between Public Safety Cadets and the Hobart Fire Department (Page 47)

Public Safety Cadets will aid Hobart Fire in developing the Policies, Rules, Standards, Recruitment, and Retention for the Cadet program which is open to residents 14 to 18 years of age who wish to explore a Firefighting career with a hands-on approach. Public Safety Cadets was established as a nonprofit corporation to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights. There is no cost to the Village for the MOU.

B. DISCUSSION AND ACTION – Independent Contractor Agreement (Court Security-Bailiff Services) (Page 50)

This agreement is with Scott Stimpson, who would serve as the bailiff for the Hobart-Lawrence Municipal Court.

C. DISCUSSION AND ACTION – Ordinance 2026-11 (AN ORDINANCE TO CREATE ARTICLE VI (BICYCLES, ELECTRIC BICYCLES, SCOOTERS, AND ELECTRIC SCOOTERS) OF CHAPTER 264 (VEHICLES AND TRAFFIC) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) (Page 58)

The purpose of this Ordinance is to promote the safe and lawful operation of bicycles, electric bicycles, scooters, and electric scooters upon public streets, sidewalks, trails, parks, parking lots, and other public property; to protect pedestrians and other lawful users of public ways; to reduce conflicts between users of public facilities; and to supplement applicable provisions of the Wisconsin Statutes. A second reading of the proposed Ordinance is requested for the August 4th Board meeting.

D. DISCUSSION AND ACTION – Revisions to the Current Tree Ordinance (Chapter 255) (Page 64)

In staff's ongoing review of the Village's Municipal Code, we have taken a closer look at Chapter 255 (Trees). Last amended in 2015, the chapter created a Village Forester, as well as a Parks and Urban Forestry Committee, which is currently inactive. The chapter also created a Forestry Maintenance Permit. Staff also has concerns that the current ordinance would create a situation where the Village is compelled to become involved in a civil matter between two neighboring properties. As a result, we are proposing the first comprehensive revision of the Village's Tree ordinance in more than a decade.

E. DISCUSSION AND ACTION – ORDINANCE 2026-13 (AN ORDINANCE REPEALING AND RECREATING ARTICLE II (RECYCLING AND MUNICIPAL SOLID WASTE COLLECTION) OF CHAPTER 248 (SOLID WASTE)) (Page 75)

The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in State Statute and State Administrative Code, and to comply with revisions adopted by the State as of July 2025. The proposed changes before the Board have been approved by the Wisconsin DNR.

F. DISCUSSION AND ACTION – Ordinance 2026-12 (AN ORDINANCE TO AMEND A SECTION OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN, SPECIFICALLY SECTION 1 (MAXIMUM PERMISSIBLE SPEEDS ON AREA ROADS) OF ARTICLE I (SPEED ZONES) OF CHAPTER 264 (VEHICLES AND TRAFFIC)) (Page 101)

The purpose of this Ordinance is to lower the speed limit on Cyrus Drive from the current 45 mph to 35 mph. No second reading of the proposed Ordinance is recommended.

G. DISCUSSION AND ACTION – Policy 2026-05 (PENNY POLICY) (Page 104)

This policy establishes procedures and guidelines for cash payments that directly involve the exchange of pennies.

H. DISCUSSION AND ACTION – Policy 2026-06 (NOTARY POLICY) (Page 106)

This policy establishes procedures and guidelines for notary services provided to individuals by Village of Hobart Staff. Notary services are available during normal Village Office hours if a Notary Public is available.

I. DISCUSSION AND ACTION – Sorenson Family Pavilion (Page 108)

Staff is seeking authorization to contract with Bayland Buildings to do architectural drawings so the Sorenson Park Pavilion can be bid out and/or constructed internally with Village employees. The proposed building measures 22' by 63'. It includes an outdoor and indoor gathering areas, as well as bathrooms and a storage room. An indoor display of the Sorenson family tractor (to recognize the agricultural heritage of the property) is included as well.

J. DISCUSSION AND ACTION - To establish a Public Hearing on Ordinance 2026-09 (AN ORDINANCE AMENDING SECTION 8 (DEFINITIONS) OF ARTICLE III (TERMINOLOGY) OF CHAPTER 295 (ZONING)) (Page 111)

The purpose of this Ordinance is to modify the definitions for both in-home and commercial child care facilities so as to be in compliance with state regulations. The only notable change that would affect the Village would be the increase in the number of children permitted in a home based child care establishments. Staff would recommend the Public Hearing be held at the August 4th Village Board meeting.

K. DISCUSSION AND ACTION - To establish a Public Hearing on Ordinance 2026-10 (AN ORDINANCE AMENDING SECTION 356 (ADMINISTRATION) OF ARTICLE XXXIII (SITE REVIEW/DEVELOPMENT AND DESIGN STANDARDS) OF CHAPTER 295 (ZONING))

The purpose of this Ordinance is to allow the Site Review Committee to grant exceptions to the standards set in the Design Standards where developments have unique conditions that may conflict with the standards for site review. Staff would recommend the Public Hearing be held at the August 4th Village Board meeting.

L. DISCUSSION - Items for future agenda consideration or Committee assignment

M. 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 involving Drainage Issue in the Village

N. CONVENE into open session.

O. ACTION from closed session.

12. ADJOURN

Aaron Kramer, Village Administrator

UPCOMING BOARD MEETINGS

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

Tuesday August 18th 2026 (6:00 PM) – Regular Board Meeting at Village Office (2990 South Pine Tree Road)

Tuesday September 1st 2026 (6:00 PM) – Regular Board Meeting at Village Office (2990 South Pine Tree Road)

NOTE: 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 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.

7/15/2026 9:55 AM Reprint Check Register - Quick Report - Regular

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ACCT

CHECKING

ALL Checks

Posted From: 7/21/2026 From Account:
Thru: 7/21/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
71296	7/21/2026	4M BUILDING SOLUTIONS INC JULY CLEANING SERVICE	1,578.00
71297	7/21/2026	ADAM MENNE REFUND PARK DEPOSIT FROM 7-11-26	175.00
71298	7/21/2026	AMANDA KLARNER REFUND PARK DEPOSIT FROM 7-12-26	175.00
71299	7/21/2026	ANASTASIA BELL REIMBURSEMENT MILEAGE	71.63
71300	7/21/2026	AQUALIS CLEANING 4 LIFT STATIONS	3,182.50
71301	7/21/2026	ASHWAUBENON AUTO REPAIR LLC MULTIPLE INVOICES SQUAD MAINT	1,358.35
71302	7/21/2026	BADGER METER INC. BEACON MBL HOSTING JUNE SERVICES	246.18
71303	7/21/2026	BARRIER SECURITY SYSTEMS LLC UL MONITORING 07-19-26 TO 07-19-2027	539.40
71304	7/21/2026	BAYSIDE PRINTING LLC EMBROIDER SAFETY GARMENTS DPW -21	188.84
71305	7/21/2026	BROWN COUNTY PORT & RESOURCE RECOVERY REFUSE & RECYCLING CHARGES JUNE 2026	11,135.73
71306	7/21/2026	BROWN COUNTY TREASURER EE PROJECT Q2.2026 EE-21 PROGRESS BILLIN	1,575.56
71307	7/21/2026	BROWN COUNTY TREASURER - COURT PAYMENTS JUNE FINES & SURCHARGES	1,082.11
71308	7/21/2026	CONWAY OLEJNICZAK & JERRY SC MUNICIPAL ATTORNEY 2-INVOICES	5,136.40
71309	7/21/2026	CRANE ENGINEERING SALES INC SERVICE CALL LIFT STATION #4	2,418.17
71310	7/21/2026	DIVERSIFIED BENEFIT SERVICES INC JULY 105-HRA ADMIN SERVICES	110.00
71311	7/21/2026	EMPLOYEE RESOURCE CENTER INC EMPLOYEE ASSISTANCE JULY	291.67
71312	7/21/2026	FORSAKEN CUSTOMS LLC FILM INSTALL& CHROME DELETE 2026 TAHOE	389.00
71313	7/21/2026	GAT SUPPLY INC SAFETY GLASSES	35.17
71314	7/21/2026	GREEN BAY REBUILDERS LLC CHIPPER ALTERNATOR/STARTER	275.00

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CHECKING

ALL Checks

Posted From: 7/21/2026 From Account:
 Thru: 7/21/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
71315	7/21/2026	HSBS EWD EVIDENCE DRAWS - GUAR ID: 480013	93.00
71316	7/21/2026	JERMAINE DELGADO PARTIAL REFUND PARK DEPOSIT FROM 7-5-26	100.00
71317	7/21/2026	KATIE VAN LANNEN REFUND PARK DEPOSIT FOR 6-26-2026	175.00
71318	7/21/2026	KELLY MCKEE REFUND OVERPAYMENT CLOSED UTILITY ACCT	166.49
71319	7/21/2026	KUNDINGER HOSE ASSY & ROPLUG-K	343.25
71320	7/21/2026	LISA VANDEN HEUVEL MILEAGE REIMBURSEMENT APRIL & JUNE	99.33
71321	7/21/2026	MC EXCAVATING PAY REQ #3 2025 FNDRS TER EXT 2320-25-05	91,570.50
71322	7/21/2026	MCALLISTER LANDSCAPE SUPPLIES GRASS SEED - 50#	195.00
71323	7/21/2026	MCC INC FLOOD DAMAGE BROOKWOOD	52,385.17
71324	7/21/2026	MULTI MEDIA CHANNELS LLC LEGAL ADS HEAR& ORD 6-26-26 & 7-10-26	207.60
71325	7/21/2026	PELLERA QUOTE 2422968 - ELECTION EQUIPMENT	7,144.00
71326	7/21/2026	PRECISION SEALCOATING INC. JUNE SWEEPING - 2 SWEEPERS	9,275.00
71327	7/21/2026	PREVEA HEALTH OCCUPATIONAL HEALTH FIREFIGHTERS PHYSICALS - 2	624.00
71328	7/21/2026	PRIMADATA 2nd QTR UTILITY BILLING & PARK INSERTS	1,815.96
71329	7/21/2026	ROBERT E. LEE & ASSOCIATES INC INLINE BOOSTER STATION #1 PUMP	8,688.50
71330	7/21/2026	SCOTT JAKUBIEC REFUND PARK DEPOSIT FROM 6-27-2026	175.00
71331	7/21/2026	SOUTHSIDE TIRE INC. DE PERE REPAIR TIRE - FREIGHTLINER #T1711	234.50
71332	7/21/2026	STATE OF WISCONSIN COURT FINES & SURCHARGES JUNE FINES & SURCHARGES	2,744.14
71333	7/21/2026	STOPSTICK LTD 1 STOP STICK RED S1001	157.00

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ACCT

CHECKING

ALL Checks

Posted From: 7/21/2026 From Account:
Thru: 7/21/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
71334	7/21/2026	STORDEUR SANITATION INC PUMP HOLDING TANK FIRE STATION #1	180.00
71335	7/21/2026	TAFT 360 HALF CAGE, PANEL, DIVIDER	2,973.60
71336	7/21/2026	TILLMANN WHOLESALE GROWERS W.O. NO. 123700 TREE GRANT	5,930.00
71337	7/21/2026	TLB WOOD PRODUCTS LLC GRINDING / ROTOCHOPPER	9,998.60
71338	7/21/2026	UNIFORM SHOPPE MULTIPLE UNIFORM INVOICES - POLICE DEPT	1,478.80
71339	7/21/2026	VICKI CALLAHAN REFUND PARTIAL PARK DEPOIST FROM 6-28-26	150.00
71340	7/21/2026	VILLAGE OF ASHWAUBENON 2ND QUARTER 2026 WATER USAGE CHARGES	66,162.68
71341	7/21/2026	VILLAGE OF HOBART - WATER UTILITY 3-INVOICES WATER & SEWER 2ND QUARTER	556.58
71342	7/21/2026	VON BRIESEN & ROPER S.C. ATTORNEYS AT LAW MULTIPLE INVOICES THROUGH MAY 26	83,074.08
71343	7/21/2026	WEYERS EQUIPMENT INC PUMP HOLDING TANK FIRE STATION #1	463.22
71344	7/21/2026	WI DEPT OF JUSTICE - CRIME INFORMATION BUREAU BACKGROUND CHECKS - 60	420.00
71345	7/21/2026	WI RURAL WATER ASSOCIATION - WRWA SYSTEM MEMBERSHIP RENEWAL	650.00
71346	7/21/2026	WISCONSIN TIMBER RATTLERS BASEBALL OUTING	190.00
Grand Total			378,384.71

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CHECKING

ALL Checks

Posted From: 7/21/2026 From Account:
Thru: 7/21/2026 Thru Account:

Amount

Total Expenditure from Fund # 001 - General Fund	161,498.55
Total Expenditure from Fund # 002 - Water Fund	67,886.51
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	6,479.88
Total Expenditure from Fund # 004 - Capital Projects Fund	10,506.60
Total Expenditure from Fund # 007 - Storm Water Fund	10,551.47
Total Expenditure from Fund # 008 - TID 1 Fund	100,317.32
Total Expenditure from Fund # 009 - TID 2 Fund	2,853.06
Total Expenditure from Fund # 010 - Parks & Recreation	7,155.59
Total Expenditure from Fund # 014 - Garbage & Recycling Program	11,135.73
Total Expenditure from all Funds	378,384.71



VILLAGE BOARD (Regular)

Date/Time: Tuesday July 7th 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:

- 1. Call to order/Roll Call.** The meeting was called to order by Rich Heidel at 6:02 pm. Dave Dillenburg, Vanya Koepke via telephone, Melissa Tanke, Tammy Zittlow, and Rich Heidel were present.
- 2. Certification of the open meeting law agenda requirements and approval of the agenda** - ACTION: To certify the open meeting law agenda requirements and approve the agenda as presented. MOTION: Heidel SECOND: Zittlow. VOICE VOTE: 5-0.
- 3. Pledge of Allegiance** - Those present recited the Pledge of Allegiance.

4. PUBLIC HEARINGS

A. PUBLIC HEARING – To consider Ordinance 2026-07 (AN ORDINANCE CREATING ARTICLE XXXVI (TEMPORARY MORATORIUM ON DATA CENTER DEVELOPMENT))

President Heidel opened the Public Hearing at 6:04 pm.

Director Gerbers explained Ordinance 2026-07.

Appearing before the Village Board:

Dave Behrend, Town of Morgan. Data Centers
 Joanne Chaudoir, 3303 Pioneer Dr, Hobart. Data Centers
 Meredith Walbrun, 4446 N. Pine Tree Road. Data Centers
 Dan Bake, 4369 Hilton Head. Data Centers
 Tim Duckett, 4384 Windemer Lane. Data Centers
 Fred Walbrun, 4446 N. Pine Tree Road. Data Centers

President Heidel closed the Public Hearing at 7:27 pm.

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

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.

ACTION: To approve Ordinance 2026-07 (AN ORDINANCE CREATING ARTICLE XXXVI (TEMPORARY MORATORIUM ON DATA CENTER DEVELOPMENT)) as presented. MOTION: Heidel SECOND: Koepke. VOICE VOTE 4-1, Tanke, stating she wants the moratorium's definitions to be more restrictive.

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 June 16th 2026 (Regular); C. SITE REVIEW COMMITTEE: Minutes of April 1st 2026 and May 28th 2026; D. PUBLIC WORKS AND UTILITIES ADVISORY COMMITTEE: Minutes of June 4th 2026

ACTION: To approve the consent agenda to include manual checks. MOTION: Dillenburg SECOND: Koepke. VOICE VOTE 5-0.

6. ITEMS REMOVED FROM CONSENT AGENDA – None.

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

No one spoke.

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

Working on ordinances for e-bikes and recycling.

Annual Golf Tournament will be held in August.

Street Lighting updates.

Ribbon cutting for Larsen Orchard Apartments took place.

Absentee ballots are out. The election is 5 weeks from today.

A. INFORMATIONAL - 2025 Consumer Confidence Reports

The Village of Hobart Water Utility provides public water to four distinct service areas: Service Area 1 (northern area of Hobart north of Highway 54), Service Area 2 (between Adam Drive and Highway 54), Service Area 3 (south of Adam Drive to Scheuring Road), and Service Area 4 (Hemlock Subdivision Area). All four service areas receive their water supply sourced from Lake Michigan through the Green Bay Water Utility, Ashwaubenon Waterworks, and Lawrence Waterworks.

Informational only. No action taken.

9. COMMITTEE REPORTS AND ACTIONS

A. INFORMATIONAL - Site plan modification to the previously conditionally approved development and signage (5076 Founders Terrace, HB-523-2) (Site Review Committee)

The property owner of parcel HB-523-2, located at 5076 Founders Terrace, is proposing some modifications to the previously conditionally approved site plans along with the signage package for their new development. This request is for the proposed modifications that affect the overall site.

Informational only. No action taken.

B. DISCUSSION AND ACTION – Petition to Lower Speed Limit on Cyrus Drive (Public Works and Utilities Advisory Committee)

The petition is asking the Village to lower the speed limit on a portion of Cyrus Drive from 45 to 25 MPH. The Public Works and Utilities Advisory Committee met on July 2nd to review the request and make a recommendation. If the Board agrees with a change, an ordinance will be placed on the July 21st meeting agenda for final action.

ACTION: To direct Administrator Kramer to draft an ordinance reducing the speed limit on Cyrus Drive from 45 to 35 mph. MOTION: Heidel SECOND: Koepke. VOICE VOTE 5-0.

C. DISCUSSION AND ACTION – Public Works Work Week Scheduling (Public Works and Utilities Advisory Committee)

Several public works crew members have shown interest in a 4 day, 10 hours per day work schedule; a few have expressed some reservations to this type of schedule.

ACTION: To direct staff to draft a formal policy that creates an optional 4 day, 10 hour day work week for the Public Works Department. This policy should be reviewed in one year. MOTION: Dillenburg SECOND: Koepke. VOICE VOTE 5-0.

D. DISCUSSION AND ACTION – Snow Plow Replacement Options (Public Works and Utilities Advisory Committee)

A Request for Proposals (RFP) for a new 2027 Truck Chassis and Plow Package was prepared to replace the 2010 International plow truck currently in service. Staff is recommending the following: 2027 International Model HU607 single axle chassis for \$121,715.00 (Packer City Trucks) and the Monroe patrol truck equipment package to include 11' front blade, 9' wing, dual material discharge with pre-wet system for \$170,662.00 (Monroe Truck Equipment).

ACTION: To approve the purchase of the 2027 International Model HU607 single axle chassis for \$121,715.00 (Packer City Trucks) and the Monroe patrol truck equipment package to include 11' front blade, 9' wing, dual material discharge with pre-wet system for \$170,662.00 (Monroe Truck Equipment. MOTION: Dillenburg SECOND: Zittlow. VOICE VOTE 5-0.

10. OLD BUSINESS – None.

11. NEW BUSINESS

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

Trustee Tanke left the meeting.

ACTION: To recess at 7:58 pm prior to going into closed session. MOTION: Heidel SECOND: Koepke. VOICE VOTE: 4-0.

Trustee Tanke returned to the meeting.

B. ADJOURN to CLOSED SESSION (8:15 PM): ACTION: To go into closed session 1) Under Wisconsin State Statute 19.85 (1) (e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Hobart-Lawrence Police Department Contractual Services and 2) Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation MOTION: Heidel SECOND: Zittlow. ROLL CALL VOTE: 5-0.

C. CONVENE into open session (9:20 PM) - MOTION: Heidel SECOND: Zittlow. ROLL CALL VOTE: 5-0.

D. ACTION from closed session – None.

12. ADJOURN (9:20 PM) - MOTION: Heidel SECOND: Koepke. VOICE VOTE: 5-0.



Village of Hobart Public Works & Utilities Advisory Committee Minutes
Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI

Date/Time: Thursday May 7, 2026 (5:00 P.M.)
Location: Village Office, 2990 South Pine Tree Road

ROUTINE ITEMS TO BE ACTED UPON:

1. Call to order/Roll Call.
 - a. The meeting was called to order by Dave Dillenburg at 5:01pm. Roll Call: Dave Dillenburg, Dave Baranczyk, James Kubalak, Vanya Koepke, Don Dahlstrom, Kevin Gannon, and Dan DeRuyter were present, Ron Hieronimczak, was excused.
2. Certification of the open meeting law agenda requirements and approval of the agenda.
 - a. Motion by Dave Dillenburg, second by Don Dahlstrom, All in Favor, Motion Carried.
3. Approval of the Minutes – April 2, 2026
 - a. Motion by Dan DeRuyter, second by Dave Baranczyk. All in Favor, Motion Carried.
4. Public comments on non-agenda items.
 - a. No public present

ACTION ITEMS

5. DISCUSSION AND ACTION – Election of Committee Chairperson and Vice-Chairperson
 - a. Dave Dillenburg was nominated for Chairperson by Vanya Koepke, seconded by Dave Baranczyk. Motion made to close nominations by Kevin Gannon, second by Don Dahlstrom, All in Favor, Motion Carried.
 - b. Ron Hieronimczak, was nominated for Vice Chairperson by Kevin Gannon, seconded by Dan DeRuyter. Motion
6. DISCUSSION - Petition to Lower Speed Limit on Cyrus Drive
 - a. Committee accepted the petition and requested staff gather traffic information along with Police Chiefs recommendation.
 - b. Motion made to postpone action until next meeting by Don Dahlstrom, second by Dave Dillenburg. All in Favor, Motion Carried.
7. UPDATE – Initial Review of Village Engineering Request for Proposals
 - a. Committee asked staff several questions about procedure and contents to review RFP's and select 3-4 firms to begin the interview process.
 - b. Committee opened the floor for public responses, Motion by Don Dahlstrom, second by Dave Baranczyk, All in Favor, Motion Carried.
 - c. Don Perry from Verbicher Engineering was present with the committee asking Don about general engineering terminology, standard engineering practices, and general response and operational questions.
 - d. Committee went back onto regular session, Motion by Dave Dillenburg, second by Don Dahlstrom, All in Favor, Motion Carried.
8. UPDATE – Director and Activity Reports
 - a. Director of Public Works and Utilities, Jerry Lancelle, updated the committee on various projects and current operations
9. DISCUSSION AND ACTION- Topics for Future Committee Meetings
 - a. No action taken
10. ADJOURNMENT
 - a. Motion by Dave Baranczyk, second by Kevin Gannon, all in favor. Motion carried. Meeting adjourned at 6:03pm.

Respectfully submitted by: Jerry Lancelle, Director Public Works.



Village of Hobart Site Review Committee Minutes
Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI
Wednesday, June 17, 2026 – 5:30 pm

MEETING MINUTES – SITE REVIEW COMMITTEE

ROUTINE ITEMS TO BE ACTED UPON:

1. **Call to order/Roll Call.** The meeting was called to order by Dave Dillenburg at 5:32 pm. Roll call: Dave Baranczyk, Rick Nuetzel, Tom Tengowski, Tammy Zittlow, and Dave Dillenburg were present. Excused: Steve Riley Absent: Peter Zobro
2. **Certification of the open meeting law agenda requirements and approval of the agenda.** ACTION: To certify the open meeting law agenda requirements and approval of the agenda. MOTION: Dillenburg SECOND: Nuetzel MOTION APPROVED BY VOICE VOTE: 5-0.
3. **Approve Minutes of April 1, 2026 and May 28, 2026.** ACTION: To approval the minutes of the April 1, 2026 and May 28, 2026 Site Review Meeting Minutes. MOTION: Dillenburg SECOND: Baranczyk MOTION APPROVED BY VOICE VOTE: 5-0.

4. Public Comment on Non-Agenda Items. – None.

5. DISCUSSION AND ACTION – Site plan modification to the previously conditionally approved development and signage (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 along with the signage package for their new development. This request is for the proposed modifications that affect the overall site.

ACTION: Approval of the proposed signage package and proposed modifications subject to the following conditions:

1. Non-dog run fencing shall be a maximum of 8 feet in height with no advertising permitted on fencing.
2. Non-dog run fencing will be of vinyl material and shall blend with the building as to style and color.
3. Detached accessory/utility building shall be located behind refuse/recycling enclosure and constructed of materials that substantially match the primary building.
4. Address location verified by police and fire chiefs.

MOTION: Tengowski SECOND: Nuetzel MOTION APPROVED BY VOICE VOTE: 5-0

6. DISCUSSION AND ACTION - Discussion and action on request to modify / amend Section 295-365 Administration of Article XXXIII Site Review/Development and Design Standards of Chapter 295 of the zoning code pertaining to Site Plans and Site Review Committee

Village Staff is proposing modifications to Section 295-356 of the Village Zoning Code pertaining to the Administration of the Site Review/Development and Design Standards and the Village Site Review Committee. This request is for discussion and possible action with a recommendation to both the Planning & Zoning Commission and the Village Board. Since this is an amendment to Chapter 295, Village Zoning Code, any amendment / modification would require a public hearing and review by both the Planning & Zoning Commission and the Village Board.

ACTION: Approval of the proposed modifications to Section 295-356 of the Village Zoning Code and forward to the Village Planning & Zoning Commission for review.

MOTION: Dillenburg SECOND: Nuetzel MOTION APPROVED BY VOICE VOTE: 5-0

7. ADJOURN (6:04 pm) MOTION: Zittlow SECOND: Baranczyk MOTION APPROVED BY VOICE VOTE: 5-0.

Respectfully submitted by Amanda Wangerin, Village Deputy Clerk

VILLAGE OF
HOBART
GREATNESS IS GROWING

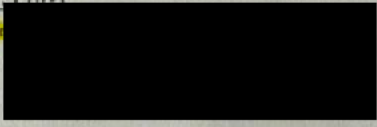


Permit Type -
☐ Class I ☐ Class II ☐ Class III ☐ Cleaning
 - \$125 II - \$100 III - \$75 Fee - \$225
 APPLICATION FEE IS NON-REFUNDABLE
 Cleaning Fee is refundable

Village of Hobart Application for a Special Event

NOTICE: This application must be on file in the Office of the Village Clerk
a minimum of 60 days prior to the date of the event.

Class I & II permits require Board approval - Class III approved by Administrator.
 Phone (920) 869-3802 | Fax (920) 869-2048

1. Name/Description of Event: Hobart D2 Market
2. Date of Event: 6 / 14 / 26 or, if multiple days, Start Date 9 / 10 / 26 End Date: 9 / 16 / 26
 Time event will start to form: 12 AM/PM | Actual Start time: 12 AM/PM | Finish Time: 4 AM/PM
3. Name and complete address of Organization/Individual organizing the event:
Hobart D2 Sports Pub Telephone num. (920) 771 - 0110
 Name of Organization, if applicable
Hannah Schult Business phone num. (920) 676 - 3167
 Name (first, middle, last) of Individual organizing the event
530 Larsen Orch Pkwy
 Street Address
Hobart Wi 54155
 City, State, Zip Code
4. Email Address: D2EVENTVENUE@gmail.com
5. LOCATION OF THE EVENT (Please attach a detailed map of the location) 
Hobart D2 Sports Pub
 Name of Organization, if applicable
Hannah Schult
 Name (first, middle, last) of Individual organizing the event
530 Larsen Orch Pkwy
 Street Address
Hobart Wi 54155
 City, State, Zip Code

Will the event be held in a Hobart Park or utilize any park facilities? ☐ Yes ☒ No

> If Yes, Which park? NA

> Have you reserved the park for this purpose? ☐ Yes ☒ No

o If no, please contact the Village Office at (920) 869-1011 immediately to do so.

Does the event require the street(s) to be closed? ☐ Yes ☒ No If yes, please indicate which street(s):

Will the event be held indoors?

☐ Yes☐ No

If yes, what building?

Building Name

Street Address

6. TELL US ABOUT YOUR EVENT:

Will food be prepared and/or served at the event? ☐ Yes ☒ No

➤ If yes, please contact Brown County Health Department. Approval of this permit requires an approval from the Brown County Health Department.

Will you have a band or amplified music? ☒ Yes ☐ No

➤ If yes, a variance permit may be needed. (The Village of Hobart will be able to provide you with additional information on noise and noise ordinances with the Village.)

What is the estimated attendance at your event?

Number of participants 0 - 150Number of Vendors* 17 and if more add will contact

Number of Vehicles

Maximum number of tickets to be sold, if any? NA

*Please attach to this application a complete list of sponsors and vendors with contact information for each.

Do you require any special parking restrictions? ☐ Yes ☒ No

If yes, please indicate what type, when and where:

Will a tent or any other temporary structures be used during the event? ☒ Yes ☐ NoIf yes, will the tent be larger than 200 square feet? ☐ Yes ☒ NoWill any fireworks or pyrotechnic devices be used during the event? ☐ Yes ☒ No

(Proper Fireworks Permit must be obtained from the Village of Hobart office)

What toilet facilities will be made available to your participants? ☒ Indoor at: Hobart Oz☐ Outdoor - num. of units to be provided:Location(s) of portable restrooms: on patio + inside.Will alcoholic beverages be served/sold? ☐ Yes ☒ No

➤ If yes, please contact the Village Clerk for the regulations and application for a "Special Class B" license.

Will your event request the use of a hydrant meter? ☐ Yes ☐ No

7. SAFETY/SECURITY FOR YOUR EVENT:

Do you have the correct level of insurance for your special event? ☒ Yes ☐ No (Review Special Events Ordinance)

Who is the designated contact person of your event?

Hannah Schulte

Name (first, middle, last) of individual organizing the event

305 E State Street

Street Address

Black Creek WI

City, State, Zip Code

8 Other special assistance requested: None

I understand the filing of this application does not ensure the issuance of the permit. I also understand that all Special Events sponsors must comply with all applicable village ordinances, traffic rules, park rules, noise and curfew, health laws, fire codes and liquor licensing regulations. I further understand that an incomplete application shall be cause for denial of the special event permit.

Hold Harmless Indemnification and Defense.

The applicant and/or the organization agrees to indemnify, defend and hold harmless the Village of Hobart and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the Village.

Date: 12/24/2026
Date

Signature of Applicant

Application Fee is Non-Refundable. Submit completed application along with the appropriate fees and paperwork to:

Village of Hobart
2990 S. Pine Tree Rd.
Hobart, WI 54155

Name of Event: Hobart D2 Market

For Office Use Only

Board/Admin. ☐ Approved ☐ Denied Reason: _____ By: _____
Fire ☒ Approved ☐ Denied Reason: _____ By: _____
Inspector ☒ Approved ☐ Denied Reason: _____ By: T. Gallegos
Police ☒ Approved ☐ Denied Reason: _____ By: MA
Public Works ☒ Approved ☐ Denied Reason: _____ By: _____
Insurance required ☒ Yes ☐ No Certificate of Insurance on file: ☒ Yes ☐ No COI expires: 12/01/2026
Special B License required: ☐ Yes ☒ No Date of Special B application: _____
Date license issued: _____ License No. _____

Permit Amount: \$ 125.00

Refundable Cleaning/Damage Deposit - Received \$ 225.00

Receipt/Check Number: 967606

☐ Card ☒ Cash ☒ Check

06/26/2026 D2 Vendor List

Bear Cats

Applious

Simply Tastefull

Jojo Sweets

The Valley Raspas

Salt, Water, Flour

Let it bake

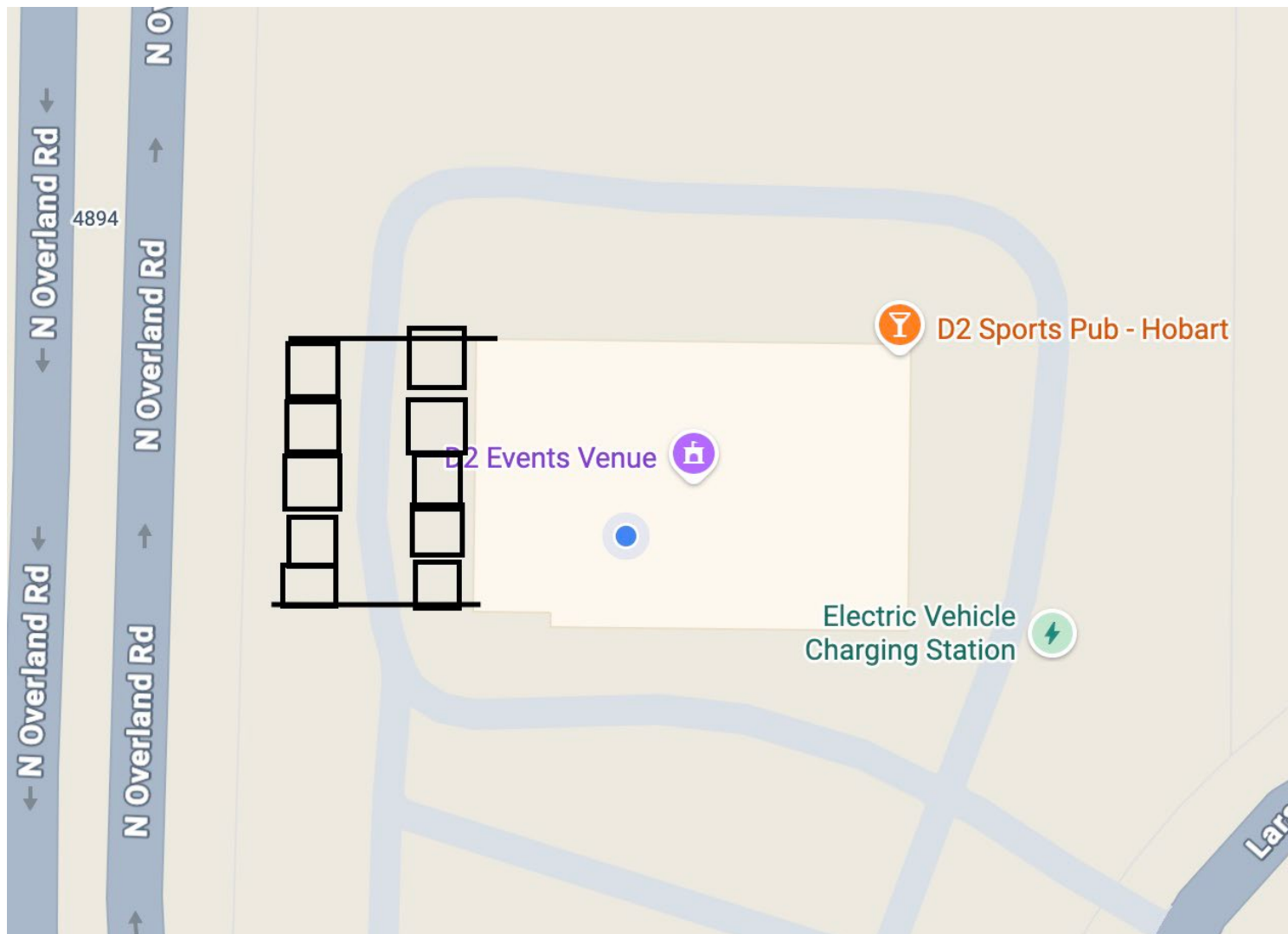
Oat and Paws

Luys Tacos - Food Truck

This is the current list I will update you with adds as we grow.

Thank you,

Hannah Schultz





TO: Village Board
FROM: Aaron Kramer, Village Administrator
RE: Reimbursement Resolution
DATE: July 21st 2026

BACKGROUND

The Village is anticipating the borrowing for the proposed Hobart Municipal Center to occur sometime in early to mid-2028. It is reasonable to expect that expenses will be incurred prior to the borrowing and/or actual construction (payments for design/build work, utilities, permitting, etc.). Those costs will need to be borne by the existing budgets and reserve accounts at that time prior to any bond proceeds being received.

The Reimbursement Resolution before the Board tonight, required by the Dept. of Treasury and Internal Revenue Service (IRS), shows the Village's intent to borrow at a future date to reimburse the general fund, or another fund, for project expenses paid prior to the bond proceeds being in hand and meets the requirements established in 26 CFR 1.150-2 (Proceeds of bonds used for reimbursement).

RECOMMENDED MOTION

* To approve Resolution 2026-09 (A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING)



RESOLUTION 2026-09

A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING

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

WHEREAS, the Village of Hobart, Brown County, Wisconsin (the "Issuer") plans to acquire land and construct a municipal building thereon (the "Project");

WHEREAS, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt notes or other tax-exempt obligations (collectively, the "Notes");

WHEREAS, because the Notes will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Notes; and

WHEREAS, the Village Board (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Notes are issued.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Hobart, Brown County, that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Notes become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Notes, the principal amount of which is not expected to exceed \$1,000,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Notes are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official

acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Notes are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted this 21st day of July, 2026.

Richard Heidel, Village Board President

Attest:

Lisa Vanden Heuvel, Village Clerk

Aaron Kramer, Village Administrator

VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:
Statement Period:

06/01/26 - 06/30/26

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

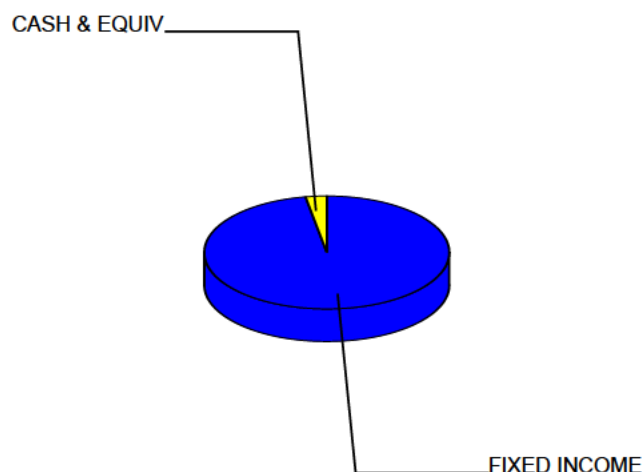
Relationship Manager

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	67,778.03	3.4%
Fixed Income	1,958,021.05	96.7%
Total Portfolio	\$ 2,025,799.08	100.0%
Accrued Income	19,934.92	
Total Valuation	\$ 2,045,734.00	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 2,042,954.95	\$ 2,026,023.08
Income		
Interest.....	7,861.67	40,300.54
Purchased Income.....	-626.94	-2,988.27
Disbursements		
Fees/Expenses.....	-606.53	-3,626.47
Non-Cash Activity.....	250.03	4,687.01
Realized Gains/(Losses).....	0.00	0.00
Change In Accrued Income.....	-642.95	1,527.48
Unrealized Appreciation/(Depreciation).....	-3,456.23	-20,189.37
Ending Market Value	\$ 2,045,734.00	\$ 2,045,734.00

VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:
Statement Period:

06/01/26 - 06/30/26

Portfolio Investments				
Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Cash and Equivalent				
Principal Cash		-203,514.16 -203,514.16	0.00	0.00%
Income Cash		203,514.16 203,514.16	0.00	0.00%
Goldman Sachs Treasury Instruments Portfolio Fund 506	67,778.030	67,778.03 67,778.03	2,388.00 294.27	3.52%
Total Cash and Equivalent		\$ 67,778.03 \$ 67,778.03	2,388.00 294.27	3.52%
Fixed Income				
Abilene TX Isd Txbl 5.000 02/15/2029	50,000.000	50,941.50 51,831.00	2,500.00 944.44	4.91%
Alphabet Inc 3.700 02/15/2029	50,000.000	49,188.50 49,301.00	1,850.00 709.16	3.76%
Apple Inc 3.000 11/13/2027 Callable 8/13/2027 @ 100	50,000.000	49,273.50 49,362.50	1,500.00 200.00	3.04%
Cleveland Cnty OK Isd 2 Moore Txbl 5.000 03/01/2028	50,000.000	50,647.00 50,569.00	2,500.00 833.33	4.94%
Cottage Grove Vlg WI Prom Nts Txbl A 5.000 04/01/2028	50,000.000	50,683.50 50,473.00	2,500.00 624.99	4.93%
Dane Cnty WI Txbl Prom Nts B 4.000 06/01/2029	50,000.000	49,602.50 50,281.00	2,000.00 166.66	4.03%
Depere WI Prom Nts Txbl Ser B 4.950 09/01/2026	50,000.000	50,065.00 50,000.00	2,475.00 825.00	4.94%
Exxon Mobil Corp 2.275 08/16/2026	50,000.000	49,887.50 49,391.50	1,137.00 426.56	2.28%
FHLB 4.500 06/29/2029 Callable 06/29/2027 @ 100	50,000.000	49,943.50 50,000.00	2,250.00 12.50	4.51%
FHLB 4.250 10/22/2029 Callable 10/22/2026 @ 100	50,000.000	49,749.50 50,000.00	2,125.00 407.29	4.27%
FHLB 3.800 10/02/2028 Callable 10/02/2026 @ 100	50,000.000	49,650.50 50,020.00	1,900.00 469.72	3.83%

VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:
Statement Period:

06/01/26 - 06/30/26

Portfolio Investments				
Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
FHLB 3.790 03/30/2028 Callable 03/30/2027 @ 100	50,000.000	49,553.00 49,875.00	1,895.00 479.01	3.82%
FFCB 4.625 07/17/2026	50,000.000	50,016.50 50,011.00	2,312.00 1,053.47	4.62%
FFCB 4.470 03/05/2030 Callable 03/05/2027 @ 100	50,000.000	49,610.00 50,000.00	2,235.00 720.16	4.51%
FFCB 4.520 05/14/2030 Callable 05/14/2026 @ 100	50,000.000	49,882.00 49,951.00	2,260.00 295.05	4.53%
FHLMC 0.8300 07/22/2026 Callable 10/22/2023 @ 100	50,000.000	49,912.50 49,022.00	415.00 183.29	0.83%
FHLMC 3.500 09/16/2027 Callable 09/16/2025 @ 100	50,000.000	49,669.00 49,781.50	1,750.00 510.41	3.52%
FHLMC 3.925 10/01/2027 Callable 04/01/2026 @ 100	50,000.000	49,865.50 50,000.00	1,962.00 490.62	3.94%
FNMA 4.200 09/18/2030 Callable 03/18/2026 @ 100	50,000.000	48,724.00 50,000.00	2,100.00 600.83	4.31%
FNMA 4.000 10/10/2028 Callable 04/10/2026 @ 100	50,000.000	49,794.00 49,988.00	2,000.00 450.00	4.02%
Johnson & Johnson 4.700 03/01/2030	50,000.000	50,622.00 51,194.50	2,350.00 783.33	4.64%
King Cnty WA Txbl 4.819 12/01/2029	45,000.000	45,881.10 45,564.30	2,168.00 180.71	4.73%
Madison WI Txbl Prom Nts Ser B 3.400 10/01/2026 Callable 10/01/2025 @ 100	50,000.000	49,917.00 49,676.50	1,700.00 424.99	3.41%
Oklahoma Cnty OK Isd Deer Creek Txbl 4.200 09/01/2027	50,000.000	49,993.00 50,183.00	2,100.00 1,749.99	4.20%
Olmsted Cnty MN Txbl Ref Ser A 1.050 02/01/2027	50,000.000	49,147.00 48,073.50	525.00 218.74	1.07%
Salt Lake City UT Txbl A 3.172 06/15/2027 Callable 10/23/2025 @ 100	75,000.000	74,431.50 74,619.75	2,379.00 105.73	3.20%
US Treasury Notes 4.125 10/31/2027	75,000.000	74,963.25 74,675.83	3,093.00 521.22	4.13%

VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:
Statement Period:

06/01/26 - 06/30/26

Portfolio Investments

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
US Treasury Bonds 3.875 11/30/2029	75,000.000	74,285.25 74,679.68	2,906.00 246.15	3.91%
US Treasury Notes 4.375 08/15/2026	75,000.000	75,042.00 74,891.17	3,281.00 1,232.73	4.37%
US Treasury Notes 4.625 10/15/2026	75,000.000	75,179.25 74,879.24	3,468.00 729.76	4.61%
US Treasury Bonds 4.875 10/31/2028	75,000.000	76,161.75 75,599.85	3,656.00 615.99	4.80%
US Treasury Notes 4.000 03/31/2030	75,000.000	74,529.75 75,303.25	3,000.00 754.09	4.03%
US Treasury Notes 3.500 11/30/2030	75,000.000	72,902.25 74,481.68	2,625.00 222.33	3.60%
US Treasury Notes 3.875 03/31/2031	75,000.000	73,945.50 74,865.23	2,906.00 730.53	3.93%
West St Paul MN Txbl A 3.750 01/15/2029 Callable 02/13/2026 @ 100	45,000.000	44,361.45 44,874.45	1,687.00 721.87	3.80%
Total Fixed Income		\$ 1,958,021.05 \$ 1,963,419.43	77,510.00 19,640.65	3.96%
Total Market Value		\$ 2,025,799.08 \$ 2,031,197.46	79,898.00 19,934.92	3.94%
Total Market Value Plus Accruals		\$ 2,045,734.00		

Income Activity

	Date	Income Cash	Principal Cash
Interest Income			
Dane Cnty WI Txbl Prom Nts B 4.000 06/01/2029 Int To 06/01/26 on 50,000	06/01/26	1,000.00	
Goldman Sachs Treasury Instruments Portfolio Fund 506 Int To 05/31/26	06/01/26	275.39	
King Cnty WA Txbl 4.819 12/01/2029 Int To 06/01/26 on 45,000	06/01/26	1,084.27	

VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:
Statement Period:

06/01/26 - 06/30/26

Income Activity			
	Date	Income Cash	Principal Cash
Salt Lake City UT Txbl A 3.172 06/15/2027 Callable 10/23/2025 @ 100 Int To 06/15/26 on 75,000	06/15/26	1,189.50	
US Treasury Bonds 3.875 11/30/2029 Int To 05/31/26 on 75,000	06/01/26	1,453.13	
US Treasury Notes 4.125 06/15/2026 Int To 06/15/26 on 75,000	06/15/26	1,546.88	
US Treasury Notes 3.500 11/30/2030 Int 12/01/25 To 05/31/26 on 75000	06/01/26	1,312.50	
Total Interest Income		\$ 7,861.67	\$ 0.00
Purchased Income			
Alphabet Inc 3.700 02/15/2029 Accrued Int To 06/15/26 Paid on Purchase of 50,000	06/15/26	-626.94	
Total Purchased Income		\$ -626.94	\$ 0.00
Total Income		\$ 7,234.73	\$ 0.00

Disbursement Activity			
	Date	Income Cash	Principal Cash
Fees/Expenses			
Monthly Fee To 05/31/26	06/18/26		-606.53
Total Fees/Expenses		\$ 0.00	\$ -606.53
Total Disbursements		\$ 0.00	\$ -606.53

Purchase Activity			
	Date	Income Cash	Principal Cash
Alphabet Inc 3.700 02/15/2029 Purchased 50000 06/12/26 @ 98.602	06/15/26		-49,301.00

VILLAGE OF HOBART INVESTMENT AGENCY

Account Number:
Statement Period:

06/01/26 - 06/30/26

Purchase Activity

	Date	Income Cash	Principal Cash
FHLB 4.500 06/29/2029 Callable 06/29/2027 @ 100 Purchased 50000 06/24/26 @ 100	06/29/26		-50,000.00
Goldman Sachs Treasury Purchases (2) 06/01/26 To 06/30/26	06/30/26		-32,933.73
Total Purchases		\$ 0.00	\$ -132,234.73

Sale Activity

	Date	Proceeds	Realized Gain/Loss
Goldman Sachs Treasury Sales (2) 06/01/26 To 06/30/26	06/30/26	50,606.53	
US Treasury Notes 4.125 06/15/2026 Recd Proceeds on Maturity of 75,000 Par Value	06/15/26	75,000.00	
Total Sales		\$ 125,606.53	\$ 0.00

Non-Cash Activity

	Date	Cost
Dane Cnty WI Txbl Prom Nts B 4.000 06/01/2029 Amortization of Premium	06/01/26	-43.50
King Cnty WA Txbl 4.819 12/01/2029 Amortization of Premium	06/01/26	-74.25
Salt Lake City UT Txbl A 3.172 06/15/2027 Callable 10/23/2025 @ 100 Accretion of Discount	06/15/26	185.25
US Treasury Notes 4.125 06/15/2026 Accretion of Discount	06/15/26	182.53
Total Non-Cash Transactions		\$ 250.03



6/30/2026

Associated Bank	
Checking	\$ 13,696.21
Investment Portfolio	\$ 2,026,023.08
Total Associated Bank:	\$ 2,039,719.29

Stephenson National Bank	
Checking	\$ 250,000.00
Sweep	\$ 783,413.08
Investment - TID Sub-Account	\$ 2,043,826.05
Investment - 102-Debt Service	\$ 520,491.13
Investment - 212-Gateway Estates	\$ 530,920.28
Investment - 213-2024A Notes	\$ 5,703,385.84
Investment - 214-2024B Notes	\$ 809,702.86
Total SNB:	\$ 10,641,739.24

American Deposit Management	
General Account	\$ 255,735.80
Water Fund	\$ 49,601.27
Capital Projects Fund	\$ 599,587.70
Debt Service Fund	\$ 99,752.65
Storm Water Fund	\$ 500,103.00
TID #1 Fund	\$ 746,449.57
TID #2 Fund	\$ 199,295.11
Total ADM:	\$ 2,450,525.10

Local Government Investment Pool	
General (State Aid/Revenue)	\$ 146,799.73
Sewer Replacement (CMAR)	\$ 10,271.65
Escrow (ARPA)	\$ -
Total WI LGIP:	\$ 157,071.38

Professional Management Association	
105-TID #2	\$ 21,072.87
108-TID #1	\$ 50,983.35
202-Taxable	\$ 40,638.75
206-Southwind - TID No. 2	\$ 15,705.27
208-2021 Bond Issue #1	\$ 90.88
209-2021 Bond Issue #2	\$ 38,031.06
210-GO Prom Notes Series 2022	\$ 950,388.77
Total WISC:	\$ 1,116,910.95

FUND TOTAL: \$ 16,405,965.96

7/15/2026

7:37 AM

Budget Comparison - Detail

Page: 1
ACCT

Fund: 001 - General Fund

Account Number		2025 Actual 12/31/2025	2026 Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
001-00-41110-000-000	Gen Prop Tax Real Estate Coll	2,105,808.44	2,074,136.36	2,074,136.82	-0.46	100.00
001-00-41150-000-000	Managed Forest Crop	70.64	70.64	75.00	-4.36	94.19
001-00-41700-000-000	Ag Use Penalty	1,454.28	637.04	0.00	637.04	0.00
001-00-41800-000-000	Interest on Taxes	2,801.37	9.15	2,500.00	-2,490.85	0.37
001-00-41901-000-000	Payment in Lieu of Taxes - Wtr	70,694.00	35,347.02	67,638.00	-32,290.98	52.26
Taxes		2,180,828.73	2,110,200.21	2,144,349.82	-34,149.61	98.41
001-00-43210-000-000	Police Department Grant	15,784.29	28,386.58	0.00	28,386.58	0.00
001-00-43400-000-000	State Shared Revenue	333,477.93	0.00	344,817.07	-344,817.07	0.00
001-00-43410-000-000	Pers. Prop State Aid	21,511.17	21,511.17	10,656.59	10,854.58	201.86
001-00-43420-000-000	2% Fire Dues	73,468.77	71,955.95	73,000.00	-1,044.05	98.57
001-00-43430-000-000	Exempt Computer Aid	1,730.37	0.00	1,730.37	-1,730.37	0.00
001-00-43440-000-000	Video Service Provider Aid	19,153.48	0.00	19,153.48	-19,153.48	0.00
001-00-43531-000-000	State Transportation Aids	561,095.57	307,396.38	615,156.26	-307,759.88	49.97
001-00-43545-000-000	DNR Recycling Grant - Received	21,405.65	21,535.52	21,405.65	129.87	100.61
001-00-43690-000-000	Other State Payments	6,689.28	0.00	0.00	0.00	0.00
Intergovernmental Revenues		1,054,316.51	450,785.60	1,085,919.42	-635,133.82	41.51
001-00-44000-000-000	Licenses & Permits	6,094.86	2,190.00	2,500.00	-310.00	87.60
001-00-44110-000-000	Liquor Licenses	3,300.00	2,600.00	3,000.00	-400.00	86.67
001-00-44111-000-000	Liquor License Legal Ad	150.00	125.00	150.00	-25.00	83.33
001-00-44120-000-000	Cigarette Licenses	0.00	0.00	100.00	-100.00	0.00
001-00-44121-000-000	Franchise Fees / Cable Televis	35,159.01	15,908.50	37,000.00	-21,091.50	43.00
001-00-44130-000-000	Operators & Background Checks	463.00	-71.00	750.00	-821.00	-9.47
001-00-44140-000-000	Short Term Rental License	1,400.00	200.00	800.00	-600.00	25.00
001-00-44200-000-000	Dog License & County Refund	4,417.80	3,925.00	4,500.00	-575.00	87.22
001-00-44300-000-000	Building Permits & Insp Fees	130,388.00	114,662.00	70,000.00	44,662.00	163.80
001-00-44301-000-000	State Seals Collected	1,040.00	1,280.00	500.00	780.00	256.00
001-00-44302-000-000	Administrative Fee for Permits	6,125.00	8,265.00	4,000.00	4,265.00	206.63
001-00-44304-000-000	Erosion Control Fee	3,425.00	3,715.00	2,000.00	1,715.00	185.75
001-00-44305-000-000	Security Deposit - Bldg Permit	1,000.00	1,000.00	1,000.00	0.00	100.00
001-00-44400-000-000	Zone - Cond Use - Variance Fee	300.00	0.00	0.00	0.00	0.00
001-00-44402-000-000	CSM & Plat Fees	1,550.00	225.00	500.00	-275.00	45.00
001-00-44900-000-000	Site Review Permit & Fees	750.00	450.00	500.00	-50.00	90.00
001-00-44940-000-000	Reimbursements paid to Village	10,826.33	14,323.22	0.00	14,323.22	0.00
001-00-44950-000-000	Quarry & Other Permits & Fees	2,550.00	8,624.04	5,000.00	3,624.04	172.48
001-00-44960-000-000	GIS Permits	3,217.75	0.00	0.00	0.00	0.00
Licenses & Permits		212,156.75	177,421.76	132,300.00	45,121.76	134.11
001-00-46100-000-000	Gen Govt Charge for Service	6,918.29	3,921.00	5,000.00	-1,079.00	78.42
001-00-46210-000-000	Hobart portion Court Fees	49,305.37	25,161.24	60,000.00	-34,838.76	41.94
001-00-46211-000-000	Reimbursement from Lawrence	745,107.01	403,672.55	824,628.09	-420,955.54	48.95
001-00-46212-000-000	WDP & PSD Liason - Payments	100,171.37	86,440.20	172,880.38	-86,440.18	50.00
001-00-46213-000-000	Hobart Portion Parking Tickets	1,369.64	1,740.67	2,000.00	-259.33	87.03
001-00-46214-000-000	Police Reimbursements	3,539.62	985.42	0.00	985.42	0.00
Public Charges for Services		906,411.30	521,921.08	1,064,508.47	-542,587.39	49.03
001-00-48110-000-000	Interest on Accounts	185,803.03	104,796.02	150,000.00	-45,203.98	69.86
Miscellaneous Revenue		185,803.03	104,796.02	150,000.00	-45,203.98	69.86

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Account Number		2025 Actual 12/31/2025	2026 Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
001-00-49020-000-000	Street Lighting	76,487.91	75,348.80	80,663.99	-5,315.19	93.41
001-00-49027-000-000	Lighting Admin Fee	4,025.68	3,965.73	4,000.00	-34.27	99.14
Other Financing Sources		80,513.59	79,314.53	84,663.99	-5,349.46	93.68
Total Revenues		4,620,029.91	3,444,439.20	4,661,741.70	-1,217,302.50	73.89

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Fund: 001 - General Fund

		2025	2026			
Account Number		Actual 12/31/2025	Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
001-00-51100-001-000	Village Board Salary / Wage	45,271.74	22,747.13	45,346.00	22,598.87	50.16
001-00-51100-004-000	Village Board Fica / Med	3,441.88	1,853.32	3,442.00	1,588.68	53.84
001-00-51100-006-000	Village Board Supplies	8,340.62	4,441.50	9,000.00	4,558.50	49.35
001-00-51100-011-000	Village board Ed / Conf / Trav	6,673.75	55.00	500.00	445.00	11.00
001-00-51200-001-001	Judge Salary / Wage	9,400.08	5,633.29	10,400.00	4,766.71	54.17
001-00-51200-001-002	Court Clerk Salary / Wage	33,090.24	16,218.00	36,024.00	19,806.00	45.02
001-00-51200-003-002	Municipal Court - Clerk WRS	2,302.17	1,238.25	2,594.00	1,355.75	47.74
001-00-51200-004-001	Municipal Ct - Judge Fica/Med	719.05	430.95	749.00	318.05	57.54
001-00-51200-004-002	Municipal Ct - Clerk Fica/Med	2,534.00	1,315.66	2,756.00	1,440.34	47.74
001-00-51200-005-002	Municipal Court - Fringe Bene	41.80	23.79	50.00	26.21	47.58
001-00-51200-006-000	Municipal Court - Supplies	2,067.38	1,433.66	2,500.00	1,066.34	57.35
001-00-51200-007-000	Municipal Court - Tech	16,819.69	12,222.63	14,500.00	2,277.37	84.29
001-00-51200-011-000	Municipal Court - Ed/Conf/Trav	2,488.48	1,305.00	2,600.00	1,295.00	50.19
001-00-51200-059-000	Municipal Court Atty	18,877.46	26,678.40	20,000.00	-6,678.40	133.39
001-00-51300-059-000	General Legal Expenses	265,589.56	50,747.50	150,000.00	99,252.50	33.83
001-00-51410-001-000	Administrator Salary/Wage	64,124.76	34,802.54	43,470.00	8,667.46	80.06
001-00-51410-003-000	Administrator - WRS	4,306.35	2,780.40	3,130.00	349.60	88.83
001-00-51410-004-000	Administrator - FICA/Med	4,499.84	2,804.85	3,325.00	520.15	84.36
001-00-51410-005-000	Administrator Fringe Bene	13,900.15	8,545.86	13,429.00	4,883.14	63.64
001-00-51410-006-000	Administrator - Supplies	448.09	142.99	250.00	107.01	57.20
001-00-51410-011-000	Administrator - Ed/Conf/Trav	511.49	461.08	250.00	-211.08	184.43
001-00-51415-006-000	Econ. Dev - Marketing Supply	4,880.00	4,839.70	5,500.00	660.30	87.99
001-00-51415-082-000	Economic Dev - Plan & Engineer	10,393.27	2,924.25	3,500.00	575.75	83.55
001-00-51420-001-000	Clerk-Treasur Off - Sal/Wage	138,673.99	61,436.75	128,018.00	66,581.25	47.99
001-00-51420-003-000	Clerk-Treasurer - WRS	8,415.79	4,378.99	7,822.00	3,443.01	55.98
001-00-51420-004-000	Clerk-Treasurer - FICA/Med	10,224.09	5,218.51	9,793.00	4,574.49	53.29
001-00-51420-005-000	Clerk-Treasure Fringe Benefits	6,045.71	3,161.74	5,633.00	2,471.26	56.13
001-00-51420-006-000	Clerk-Treasurer Supplies	12,171.19	6,281.14	9,000.00	2,718.86	69.79
001-00-51420-008-000	Clerk-Treasurer - Legal Ads	2,686.01	1,265.18	2,500.00	1,234.82	50.61
001-00-51420-011-000	Clerk-Treasur Ed/Conf/Trav	4,105.03	1,497.00	4,500.00	3,003.00	33.27
001-00-51420-014-000	Clerk-Treasur Outside Services	10,226.36	8,616.34	18,000.00	9,383.66	47.87
001-00-51422-006-000	Gen Office Supply	10,193.84	-364.34	14,500.00	14,864.34	-2.51
001-00-51422-007-000	All Phones	7,583.96	3,152.77	7,500.00	4,347.23	42.04
001-00-51422-041-000	Info / Tech Internet Charges	7,728.00	4,615.67	8,000.00	3,384.33	57.70
001-00-51422-042-000	Info / Tech - Computer Support	17,936.63	12,851.47	18,000.00	5,148.53	71.40
001-00-51423-049-000	GIS Maintenance	0.00	2,926.25	0.00	-2,926.25	0.00
001-00-51440-001-000	Elections Pollworkers Wage	4,683.40	4,951.75	18,000.00	13,048.25	27.51
001-00-51440-004-000	Elections - FICA / Med	0.00	11.48	0.00	-11.48	0.00
001-00-51440-006-000	Elections - Supplies	9,279.12	11,362.79	25,880.00	14,517.21	43.91
001-00-51440-011-000	Elections - Ed / Conf / Travel	639.00	0.00	600.00	600.00	0.00
001-00-51510-009-000	Audit	11,513.25	10,365.00	11,500.00	1,135.00	90.13
001-00-51530-014-000	Assessor - Outside Services	42,022.57	34,311.36	64,824.00	30,512.64	52.93
001-00-51600-006-000	Building / Plant - Supplies	2,646.17	1,263.49	2,000.00	736.51	63.17
001-00-51600-014-000	Building / Plant - Out. Serv.	19,480.80	9,680.00	20,000.00	10,320.00	48.40
001-00-51600-039-000	Building / Plant - Maintenance	4,980.79	9,904.49	8,000.00	-1,904.49	123.81
001-00-51600-040-000	Building / Plant - Utilities	46,180.43	24,792.38	42,000.00	17,207.62	59.03
001-00-51910-096-000	Tax Adjustments	-1,584.98	240.40	0.00	-240.40	0.00
001-00-51930-026-000	Insurance - Work Comp	3,792.91	3,332.21	4,000.00	667.79	83.31
001-00-51930-030-000	Insurance - Liability	6,987.00	8,273.20	7,250.00	-1,023.20	114.11
001-00-51930-031-000	Insurance - Property	4,756.00	6,360.41	5,000.00	-1,360.41	127.21
001-00-51930-032-000	Insurance - Auto	4,267.00	1,423.56	4,500.00	3,076.44	31.63
001-00-51930-033-000	Insurance - Health Reimburse	8,127.19	1,833.60	3,870.00	2,036.40	47.38

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Fund: 001 - General Fund

Account Number		2025 Actual 12/31/2025	2026 Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
001-00-51930-049-000	Insurance - Life	1,375.04	760.58	1,250.00	489.42	60.85
General Government		925,858.14	447,549.92	825,255.00	377,705.08	54.23
001-00-52100-001-000	Police - Salary / Wage	1,392,708.23	684,671.29	1,410,000.00	725,328.71	48.56
001-00-52100-001-001	Police - Overtime	39,673.67	36,868.11	25,000.00	-11,868.11	147.47
001-00-52100-001-002	PT -Salary / Wage	31,397.19	25,860.00	40,122.00	14,262.00	64.45
001-00-52100-003-000	Police - WRS	204,820.80	111,858.38	210,000.00	98,141.62	53.27
001-00-52100-004-000	Police - FICA / Med	106,566.19	59,512.94	113,158.00	53,645.06	52.59
001-00-52100-005-000	Police - Fringe Bene	262,424.77	173,738.94	316,238.00	142,499.06	54.94
001-00-52100-006-000	Police - Supplies	22,319.30	7,977.57	15,000.00	7,022.43	53.18
001-00-52100-007-000	Police - Phone & Tech Support	90,095.98	46,870.02	120,000.00	73,129.98	39.06
001-00-52100-008-000	Police - Blood Draws	1,832.68	304.00	2,000.00	1,696.00	15.20
001-00-52100-011-000	Police - Ed / Conf / Travel	14,226.15	9,064.45	10,000.00	935.55	90.64
001-00-52100-012-000	Police - Career Dev	483.50	0.00	21,077.00	21,077.00	0.00
001-00-52100-015-000	Police - New Equipment	1,475.51	-16,237.49	2,000.00	18,237.49	-811.87
001-00-52100-016-000	Police - Fuel	46,767.39	24,730.89	45,000.00	20,269.11	54.96
001-00-52100-021-000	Police - Vehicle Maint	13,782.35	23,139.87	18,000.00	-5,139.87	128.55
001-00-52100-026-000	Police - Workers Comp	47,277.36	37,487.29	45,000.00	7,512.71	83.31
001-00-52100-028-000	Police - Uniform Expense	11,138.04	5,565.85	10,200.00	4,634.15	54.57
001-00-52100-030-000	Police - Liability Ins	8,102.00	7,300.01	8,200.00	899.99	89.02
001-00-52100-031-000	Police - Property Ins	1,175.00	1,526.50	1,200.00	-326.50	127.21
001-00-52100-032-000	Police - Auto Insurance	3,610.00	4,327.63	3,800.00	-527.63	113.89
001-00-52100-033-000	Police - Health Reimbursement	18,937.99	11,351.60	21,600.00	10,248.40	52.55
001-00-52100-066-000	Police - Ammunition / Weapons	480.80	3,174.20	4,000.00	825.80	79.36
001-00-52100-076-000	Police - Crime Prevention	674.45	63.55	1,000.00	936.45	6.36
001-00-52200-001-000	Fire - Salary / Wage	107,105.68	44,764.74	100,000.00	55,235.26	44.76
001-00-52200-004-000	Fire - FICA / Med	7,071.74	6,423.63	6,875.00	451.37	93.43
001-00-52200-006-000	Fire - Supplies	8,149.69	1,326.18	5,000.00	3,673.82	26.52
001-00-52200-007-000	Fire - Phone & Tech Support	20,419.89	8,920.58	16,000.00	7,079.42	55.75
001-00-52200-011-000	Fire - Ed / Conf / Travel	3,740.79	4,091.67	3,000.00	-1,091.67	136.39
001-00-52200-013-000	Fire - Lunch	7,726.95	134.44	3,000.00	2,865.56	4.48
001-00-52200-015-000	Fire - New Equipment	6,061.68	3,034.72	8,000.00	4,965.28	37.93
001-00-52200-016-000	Fire - Fuel	6,323.67	4,194.37	8,000.00	3,805.63	52.43
001-00-52200-020-000	Fire - Physicals	2,431.00	1,036.00	5,000.00	3,964.00	20.72
001-00-52200-021-000	Fire - Vehicle Maint	32,781.58	700.30	20,000.00	19,299.70	3.50
001-00-52200-026-000	Fire - Workers Comp	11,235.73	9,163.56	11,000.00	1,836.44	83.31
001-00-52200-028-000	Fire - Uniform Expense	4,927.27	618.37	4,500.00	3,881.63	13.74
001-00-52200-030-000	Fire - Liability Ins	2,305.00	2,073.17	2,500.00	426.83	82.93
001-00-52200-031-000	Fire - Property Ins	2,518.00	3,307.41	2,600.00	-707.41	127.21
001-00-52200-032-000	Fire - Automobile Ins	11,487.00	13,381.50	11,750.00	-1,631.50	113.89
001-00-52200-038-000	Fire - Hydrant Rental	240,877.00	120,438.48	223,034.00	102,595.52	54.00
001-00-52200-039-000	Fire - Station Maintenance	5,585.99	2,413.00	6,500.00	4,087.00	37.12
001-00-52200-044-000	Fire - Equip Rental	565.00	0.00	0.00	0.00	0.00
001-00-52200-050-000	Fire - Equipment Repair	11,340.89	6,623.07	7,500.00	876.93	88.31
001-00-52200-067-000	Fire - 2% Fire Expenses	46,757.40	32,479.25	73,000.00	40,520.75	44.49
001-00-52300-023-000	Ambulance	132,581.50	139,190.57	139,191.00	0.43	100.00
001-00-52400-001-000	Plan & Code - Salary / Wage	82,404.34	39,880.64	78,394.00	38,513.36	50.87
001-00-52400-003-000	Plan & Code - WRS	5,587.92	3,241.86	5,645.00	2,403.14	57.43
001-00-52400-004-000	Plan & Code - FICA / Med	5,661.21	3,132.80	5,998.00	2,865.20	52.23
001-00-52400-005-000	Plan & Code - Fringe Bene	28,640.06	20,204.99	34,945.00	14,740.01	57.82
001-00-52400-006-000	Plan & Code - Supplies	1,089.62	1,116.20	4,000.00	2,883.80	27.91
001-00-52400-011-000	Plan & Code - Ed / Conf / Tra	865.00	810.00	1,000.00	190.00	81.00

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001-00-52400-014-000	Plan & Code Outside Services	19,869.00	7,220.00	14,000.00	6,780.00	51.57
001-00-52400-016-000	Plan & Code - Fuel	476.89	321.20	600.00	278.80	53.53
001-00-52400-021-000	Plan & Code - Vehicle Maint	0.00	0.00	500.00	500.00	0.00
Public Safety		3,136,556.84	1,739,398.30	3,244,127.00	1,504,728.70	53.62
001-00-53100-000-065	DPW - DISASTER DAMAGE	0.00	38,951.78	0.00	-38,951.78	0.00
001-00-53100-001-001	DPW - Overtime	23,908.57	10,796.67	25,000.00	14,203.33	43.19
001-00-53100-001-003	DPW - Admin Salary Wage	26,063.40	9,851.58	22,310.00	12,458.42	44.16
001-00-53100-001-004	DPW - Labor Salary / Wage	98,224.65	48,075.25	81,402.00	33,326.75	59.06
001-00-53100-001-009	DPW - PT-Seasonal	15,592.06	3,703.89	16,000.00	12,296.11	23.15
001-00-53100-003-003	DPW - Admin WRS	1,746.42	825.32	1,607.00	781.68	51.36
001-00-53100-003-004	DPW - Labor WRS	11,371.44	4,519.10	7,500.00	2,980.90	60.25
001-00-53100-004-003	DPW - Admin Fica / Med	1,819.61	876.82	1,707.00	830.18	51.37
001-00-53100-004-004	DPW - Labor Fica / Med	13,384.30	4,935.36	9,750.00	4,814.64	50.62
001-00-53100-005-003	DPW - Admin Fringe Bene	9,225.93	134.18	378.00	243.82	35.50
001-00-53100-005-004	DPW - Labor Fringe Bene	17,028.92	11,538.61	15,437.00	3,898.39	74.75
001-00-53100-006-000	DPW - Supplies	13,783.70	6,980.14	12,000.00	5,019.86	58.17
001-00-53100-007-000	DPW - Phone & Tech Support	17,031.00	8,910.77	17,000.00	8,089.23	52.42
001-00-53100-011-000	DPW - ED / Conf / Travel	861.44	635.00	1,000.00	365.00	63.50
001-00-53100-015-000	DPW - New Equipment	7,864.62	1,541.93	4,000.00	2,458.07	38.55
001-00-53100-016-000	DPW - Fuel	11,780.81	8,706.76	15,000.00	6,293.24	58.05
001-00-53100-021-000	DPW - Vehicle Maint.	23,597.71	10,415.43	20,000.00	9,584.57	52.08
001-00-53100-026-000	DPW - Worker's Comp	9,502.72	8,330.51	10,000.00	1,669.49	83.31
001-00-53100-028-000	DPW - Uniform Expense	69.98	0.00	5,000.00	5,000.00	0.00
001-00-53100-030-000	DPW - Liability Ins	506.00	497.56	600.00	102.44	82.93
001-00-53100-031-000	DPW - Property Ins	3,358.00	4,452.29	3,500.00	-952.29	127.21
001-00-53100-032-000	DPW - Automobile Ins	5,251.00	6,548.39	5,750.00	-798.39	113.89
001-00-53100-044-000	DPW - Equipment Rental	0.00	494.25	2,500.00	2,005.75	19.77
001-00-53100-050-000	DPW - Equipment Repair	1,949.07	3,637.80	9,000.00	5,362.20	40.42
001-00-53100-060-000	DPW - Snow Removal	0.00	0.00	500.00	500.00	0.00
001-00-53100-084-000	DPW - Stone	6,667.53	1,633.43	10,000.00	8,366.57	16.33
001-00-53100-086-000	DPW - Signage Repair / Replace	21,272.23	1,821.11	15,000.00	13,178.89	12.14
001-00-53100-088-000	DPW - Repair/Preventive Maint	22,424.55	4,289.89	45,000.00	40,710.11	9.53
001-00-53100-089-000	DPW - Tree Removal / Maint	1,272.00	0.00	5,000.00	5,000.00	0.00
001-00-53100-090-000	DPW - Salt / Sand	48,710.11	56,239.94	50,700.00	-5,539.94	110.93
001-00-53100-091-000	DPW - ROW / Yard Waste/ Event	25,730.58	0.00	12,500.00	12,500.00	0.00
001-00-53100-094-000	DPW - Street Lights	113,266.90	41,510.12	110,000.00	68,489.88	37.74
Public Works		553,265.25	300,853.88	535,141.00	234,287.12	56.22
001-00-54110-071-000	Humane Off - Animal Control	10,714.40	3,168.48	8,000.00	4,831.52	39.61
Constable Services		10,714.40	3,168.48	8,000.00	4,831.52	39.61
001-00-56300-001-000	P & Z - Meetings	875.00	0.00	1,000.00	1,000.00	0.00
001-00-56402-001-000	Site Review Meetings - Meeting	575.00	0.00	500.00	500.00	0.00
Planning & Development		1,450.00	0.00	1,500.00	1,500.00	0.00
001-00-59999-000-000	Gen Fund Contingency	35,433.45	1,029.17	47,718.70	46,689.53	2.16
Other Financing Uses		35,433.45	1,029.17	47,718.70	46,689.53	2.16

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Budget Comparison - Detail

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ACCT

Fund: 001 - General Fund

Account Number	2025 Actual 12/31/2025	2026 Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
=====					
Total Expenses	4,663,278.08	2,491,999.75	4,661,741.70	2,169,741.95	53.46
=====					
Net Totals	-43,248.17	952,439.45	0.00	-952,439.45	

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Budget Comparison - Detail

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ACCT

Fund: 004 - Capital Projects Fund

Account Number		2025 Actual 12/31/2025	2026 Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
004-00-41110-000-000	General Prop Tax R/E Collected	842,655.00	724,434.44	724,434.44	0.00	100.00
Taxes		842,655.00	724,434.44	724,434.44	0.00	100.00
004-00-43530-000-000	State LRIP Grant	51,807.84	0.00	0.00	0.00	0.00
Intergovernmental Revenues		51,807.84	0.00	0.00	0.00	0.00
004-00-44940-000-000	Reimbursements paid to Village	88,530.10	0.00	20,000.00	-20,000.00	0.00
Licenses & Permits		88,530.10	0.00	20,000.00	-20,000.00	0.00
004-00-48110-000-000	Interest on Accounts	24,726.24	12,116.10	25,000.00	-12,883.90	48.46
Miscellaneous Revenue		24,726.24	12,116.10	25,000.00	-12,883.90	48.46
004-00-49002-000-000	Transfer from Water Fund	143,837.50	0.00	0.00	0.00	0.00
004-00-49003-000-000	Transfer from Sewer Fund	143,837.50	0.00	0.00	0.00	0.00
004-00-49007-000-000	Transfer from Storm Water Fund	143,837.50	0.00	170,571.92	-170,571.92	0.00
004-00-49011-000-000	Transfer from ARPA	19,552.00	0.00	25,731.21	-25,731.21	0.00
004-00-49140-000-000	Note Proceeds	148,250.00	0.00	0.00	0.00	0.00
004-00-49170-000-000	Leases Issued	533,928.00	0.00	0.00	0.00	0.00
Other Financing Sources		1,133,242.50	0.00	196,303.13	-196,303.13	0.00
Total Revenues		2,140,961.68	736,550.54	965,737.57	-229,187.03	76.27

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Budget Comparison - Detail

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ACCT

Fund: 004 - Capital Projects Fund

Account Number		2025 Actual 12/31/2025	2026 Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
004-00-51420-014-000	General Office Outside Servs	1,000.00	0.00	0.00	0.00	0.00
004-00-51420-015-000	General Office - New Equipment	18,960.09	0.00	24,998.40	24,998.40	0.00
004-00-51420-017-000	Office - New Vehicles	4,895.80	4,675.11	8,392.80	3,717.69	55.70
General Government		24,855.89	4,675.11	33,391.20	28,716.09	14.00
004-00-52100-015-000	Police - New Equipment	404,352.87	86,667.40	65,464.42	-21,202.98	132.39
004-00-52100-017-000	Police - New Vehicles	138,044.81	54,723.74	120,384.08	65,660.34	45.46
004-00-52200-015-000	Fire - New Equipment	68,312.02	30,862.04	45,627.50	14,765.46	67.64
004-00-52200-047-011	Fire Capital Outlay Station 1	6,250.00	0.00	0.00	0.00	0.00
Public Safety		616,959.70	172,253.18	231,476.00	59,222.82	74.42
004-00-53100-015-000	DPW - New Equipment	348,881.89	16,771.48	274,440.56	257,669.08	6.11
004-00-53100-047-000	DPW - Capital Outlay	105,314.48	4,629.90	0.00	-4,629.90	0.00
004-00-53100-047-231	'23 Streets 2320-23-01	7,132.78	0.00	0.00	0.00	0.00
004-00-53100-047-241	'24 St & Drain 2320-24-01	0.00	-84,971.80	0.00	84,971.80	0.00
004-00-53100-047-253	25 St & Drain 2320-25-03	837,138.80	-702.69	0.00	702.69	0.00
004-00-53100-077-000	DPW - Paving	0.00	0.00	426,429.81	426,429.81	0.00
004-00-53100-078-000	DPW Road Const Engineering	2,914.48	0.00	0.00	0.00	0.00
004-00-53100-078-231	'23 Streets 2320-23-01	171.00	43.50	0.00	-43.50	0.00
004-00-53100-078-241	'24 St & Drain 2320-24-01 Eng	175.50	0.00	0.00	0.00	0.00
004-00-53100-078-253	2025 Streets 2320-25-03	-108,271.71	5,243.81	0.00	-5,243.81	0.00
004-00-53100-078-261	2026 Streets Eng	16,026.93	45,553.76	0.00	-45,553.76	0.00
004-00-53100-079-000	Village Building Improvements	34,478.07	0.00	0.00	0.00	0.00
004-00-53101-000-000	Land Acquisition Costs	25,000.00	0.00	0.00	0.00	0.00
Public Works		1,268,962.22	-13,432.04	700,870.37	714,302.41	-1.92
004-00-58100-000-000	Principal Exp - SBITA Lease	110,236.00	0.00	0.00	0.00	0.00
004-00-58200-000-000	Interest Exp - SBITA Lease	28,672.00	0.00	0.00	0.00	0.00
004-00-58251-099-000	2025 GOPN Issuance Costs	4,412.50	0.00	0.00	0.00	0.00
Debt Sservice		143,320.50	0.00	0.00	0.00	0.00
Total Expenses		2,054,098.31	163,496.25	965,737.57	802,241.32	16.93
Net Totals		86,863.37	573,054.29	0.00	-573,054.29	

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Budget Comparison - Detail

Page: 1
ACCT

Fund: 005 - Debt Service Fund

Account Number		2025 Actual 12/31/2025	2026 Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
005-00-41110-000-000	General Prop Tax R/E Collected	662,089.82	1,014,891.32	1,014,891.32	0.00	100.00
005-00-41950-000-000	Room Tax	2,481.49	1,623.91	2,000.00	-376.09	81.20
Taxes		664,571.31	1,016,515.23	1,016,891.32	-376.09	99.96
005-00-43533-000-000	Stadium Tax Refund	157.02	0.00	0.00	0.00	0.00
Intergovernmental Revenues		157.02	0.00	0.00	0.00	0.00
005-00-48110-000-000	Interest on Accounts	31,924.38	5,829.66	20,000.00	-14,170.34	29.15
Miscellaneous Revenue		31,924.38	5,829.66	20,000.00	-14,170.34	29.15
Total Revenues		696,652.71	1,022,344.89	1,036,891.32	-14,546.43	98.60

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Budget Comparison - Detail

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ACCT

Fund: 005 - Debt Service Fund

Account Number		2025 Actual 12/31/2025	2026 Actual 07/15/2026	2026 Budget	Budget Status	% of Budget
005-00-51410-014-000	Admin Outside Services	1,000.00	0.00	0.00	0.00	0.00
General Government		1,000.00	0.00	0.00	0.00	0.00
005-00-58227-010-000	Debt Service - 6450000 TX GORB	555,000.00	570,000.00	570,000.00	0.00	100.00
005-00-58227-012-000	Debt Service - 6450000 TX GORB	93,101.25	42,041.24	74,820.00	32,778.76	56.19
005-00-58243-010-000	2965000 2020 GO Bonds	75,000.00	75,000.00	75,000.00	0.00	100.00
005-00-58243-012-000	2965000 2020 GO Bonds	3,875.00	1,750.00	3,125.00	1,375.00	56.00
005-00-58248-010-000	4900000 2023B GOFBSB	100,000.00	105,000.00	105,000.00	0.00	100.00
005-00-58248-012-000	4900000 2023B GOFBSB	194,000.00	96,000.00	189,900.00	93,900.00	50.55
005-00-58251-010-000	2025 GOPN	0.00	8,750.00	8,750.00	0.00	100.00
005-00-58251-012-000	2025 GOPN	0.00	6,983.19	10,296.32	3,313.13	67.82
Debt Sservice		1,020,976.25	905,524.43	1,036,891.32	131,366.89	87.33
Total Expenses		1,021,976.25	905,524.43	1,036,891.32	131,366.89	87.33
Net Totals		-325,323.54	116,820.46	0.00	-116,820.46	



TO: Site Review Committee

RE: Oneida Apostolic Church, 118 W. Meadow Dr.; HB-631-2; Signage

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: July 15, 2026

ISSUE: Discussion and action on a request for freestanding ground sign located at 118 W. Meadow Dr.

RECOMMENDATION: Staff recommends approval based on any conditions the Committee may identify.

GENERAL INFORMATION

1. Owner/Developer: Oneida Apostolic Church
2. Applicant/Agent: Creative Sign Company / Kelli Lax
3. Address/Parcel: 118 W. Meadow Dr. / HB-631-2
4. Zoning: A-1: Agricultural District
5. Use: Church

BACKGROUND

Oneida Apostolic Church, located at 118 W. Meadow Dr., is proposing the construction of a new freestanding ground sign on their property located at the corner of W. Meadow Dr. and N. County Line Rd.

The request before the Committee is for a new freestanding ground sign of 7'-10" in overall height (10' is allowed by ordinance), and 31 square feet per side (50 square feet is allowed by ordinance). Both the height and square feet are compliant with the Village Sign Code. The proposed sign will replace the former sign which will be compliant with the minimum 10' setback from property lines and driveways. This sign is planned to be internally illuminated.

This sign is proposed with the address on the sign as required by Village Code, but the sign will require a landscape bed around the perimeter of the sign base.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the proposed 31 square foot (per face) in the same location as the former freestanding ground sign subject to the following conditions:

1. Planting of a landscape bed extending a minimum of 5 feet from base of sign
2. Maintain a minimum of 10 feet setback from property lines and driveways



Building Permit Application

Permit Number [REDACTED]
(Assigned by Village Personnel)

Village of Hobart
Dept of Neighborhood Services
2990 S Pine Tree Rd
Hobart WI 54155
Phone: (920) 869-3809
Fax (920) 869-2048

Project Address 118 West Meadow Dr., Oneida, WI 54115

Parcel Number HB-631-2

Applicant is the: ☐ Owner ☐ OR ☒ Contractor

Use Category: ☐ Single Family ☐ Duplex ☐ Multi-Family ☒ Commercial ☐ Industrial ☐ Agricultural

Owner's Name: Oneida Apostolic Church Glynis Alicea e-mail:		Mailing Address: 118 West Meadow Dr Oneida, WI 54115	Tel: (920) 713-0540 Fax: Mobile:
Building Contractor Name: Creative Sign Company - Kelli M Lax e-mail: kelli@creativesigncompany.com	Lic# 1138926 Qualifier#	Mailing Address: 505 Lawarance Dr, De Pere, WI 54115	Tel: 920-676-7757 Fax: Mobile:
Electrical Contractor Name: Faith Technologies Joseph Brusky e-mail:	Lic#	Mailing Address: 1674 East Deerfield Ave. Green Bay 54313	Tel: 920-434-8666 Fax: Mobile:
HVAC Contractor Name: e-mail:	Lic#	Mailing Address:	Tel: Fax: Mobile:
Plumbing Contractor Name: e-mail:	Lic#	Mailing Address:	Tel: Fax: Mobile:

Work being done:

- | | | | |
|--|--|--|---|
| ☐ New Structure | ☐ Addition | ☐ Deck/Porch/Patio | ☐ Driveway/Parking |
| ☐ External Remodeling | ☐ Internal Remodeling | ☐ Garage/Utility Structure | ☐ Handicap Ramp |
| ☐ Hot Tub/Spa | ☐ Fence/Kennel | ☒ Sign/Canopy/Awning | ☐ Stove/Fireplace |
| ☐ Swimming Pool | ☐ Wrecking Permit | ☐ Other _____ | |

Additional information, such as plan submittal and approval, may be required before issuance.

Scope of work: REMOVE AND DISPOSE OF EXISTING POLES. PRODUCE AND INSTALL NEW MONUMENT SIGN.

Any work not included in this application is not permitted.

Total Value of Project \$ 16,560.86 (Value of materials & labor is required to ensure consistency in assessing permit fees.)

Breakdown of values: Bldg _____ Elec _____ Plumb _____ HVAC _____

I certify the above information is complete and accurate. I agree to perform the work in conformance to all approval conditions & applicable codes/ordinances.

Applicant Name: Kelli M Lax

(Please print)

Signature: _____

Date: June 16, 2026

Issued By: [REDACTED]

Date: [REDACTED]

ONEIDA TRIBE
OF INDIANS
OF WISCONSIN

ONEIDA
APOSTOLIC
CHURCH

80

ONEIDA TRIBE
OF INDIANS
OF WISCONSIN

0 0.0085 0.017 mi

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

Part of Brown County WI

Map printed on 7/10/2026

1:480

1 inch = 40 feet*

1 inch = 0.00758 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

-  Parcel Boundary
-  Condominium
-  Gap or Overlap

✓
"hooks" indicate
parcel ownership
crosses a line

 Parcel line

 Right of Way line

 Meander line

 Lines between deeds or lots

 Historic Parcel Line

 Vacated Right of Way

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



(920) 448-6480

www.browncountywi.gov

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY CADETS
AND THE
HOBART, WISCONSIN FIRE DEPARTMENT
REGARDING
A PROGRAM TO EDUCATE AND MENTOR YOUTH**

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets (PSC), a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization:

Hobart, Wisconsin Fire Department

2. **BACKGROUND.** PSC was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

3. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

4. **RESPONSIBILITIES.**

A. Public Safety Cadets: Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety and Abuse Prevention Training.

4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC unit successfully.
6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

B. Participating Agency/Organization: Is responsible for:

1. Designating an adult member of the agency/organization to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that a minimum of two adult Mentors are present during all meetings, training sessions, events and activities with Cadets to provide a "Two-Deep" supervisory environment at all times.
5. Assuring all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety and Abuse Prevention Training within the specified time period.
6. Providing facilities adequate for program participants to assemble, hold meetings and associated training on a regular basis with time and place reserved.
7. Abiding by the PSC Standard Operating Procedures (SOP) as posted on the PSC website. The SOP may be updated from time to time, with notice to Participating Agency/Organization at the Point of Contact identified in Addendum A hereto, to provide timely and pertinent program guidance. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
8. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
9. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.

5. **POINTS OF CONTACT.** All Parties will designate a Point of Contact (POC) who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.
6. **LIMITATIONS OF LIABILITY.** PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.
7. **INTELLECTUAL PROPERTY.** Either Party may use the other Party's name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by the disclosing Party.
8. **NO OBLIGATION OF FUNDS.** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.
9. **EQUIPMENT.** The Parties will use their own equipment and personnel to complete their portion of this MOU.
10. **REPORTING REQUIREMENTS.** The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.
11. **SETTLEMENT OF DISPUTES.** Disagreements between or among the Parties arising under or related to this MOU will be resolved only by consultation between or among the Parties.
12. **OTHER PROVISIONS.** This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this

MOU shall remain in full force and effect.

13. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing.

14. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties. The MOU may be signed in counterparts.

15. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.

16. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.

17. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after reasonable notice. Either organization may terminate its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.

18. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.

The foregoing represents the understanding reached by the Parties.

[Signature Page To Follow]

APPROVED BY:

Signature of agency/organization head or designee

Date

Jerry Lancelle / Fire Chief

Printed Name/Title of agency/organization head or designee
Public Safety Cadets by:

in his capacity as President

of Public Safety Cadets

Signature on behalf of Public Safety Cadets

Date

David Constantineau / President

Printed Name/Title of Public Safety Cadets Representative

ADDENDUM A

POINTS OF CONTACT

- A. David Constantineau will serve as the primary POC for Public Safety Cadets. He may be contacted at: info@PublicSafetyCadets.org or by calling the national office at: 703-717-8168.
- B. _____ has been designated as the primary POC for the above-named agency/organization and may be contacted at: (please provide Title, Email, and telephone contact information here)
_____.
- C. _____ has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: (please provide Title, Email and telephone contact information here)
_____.
- D. Additional designated agency/organization Mentors (if any) are identified below:

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

(Add additional pages as necessary)

PSC VALUES & PRINCIPLES

The following core values and principles are the foundation of our program and instilled in all program activities:

We are committed to providing fair and impartial public safety services to all individuals, regardless of race, color, national origin, sex, or religion, while promoting respect for diversity and the rule of law. Our training programs and hands-on experiences prepare young adults for careers in public safety and highlight the role of first responders in a democratic society. We develop future public safety leaders through programs that emphasize "servant leadership." Community engagement is vital to the mission of public safety; by working with agency sponsors, youth build trust and collaboration with citizens and community groups. Upholding the highest standards of professionalism and ethics—integrity, fairness, respect, and compassion—is essential. Public safety professionals must embody these values and remain accountable, reflecting good citizenship both personally and professionally through a strong code of conduct.

VISION STATEMENT

Preparing young adults for careers and leadership in public safety through education, hands-on training, and mentorship from professionals—focusing on character, fitness, and respect for the law, human rights, and community values. Partner agencies form one or more PSC units, open to young adults ages 14–20 interested in law enforcement or other public safety fields. Mentors provide ongoing support and offer cadets valuable opportunities to interact with professionals and gain real-world experience that builds a strong foundation for future success.

ABOUT US

Public Safety Cadets is a nonprofit organization founded and managed by active duty and retired law enforcement officers, fire professionals and business executives who support law enforcement. The Board of Directors has decades of experience in planning and conducting public safety conferences, leadership programs, competitive events and other activities for young adults interested in a career in law enforcement or other public safety

Public Safety Cadets (PSC) establishes partnerships with local, county, state, and federal law enforcement agencies and other public safety entities to provide training and practical experiences, national programs and events, and other support that will better prepare young adults to make an informed decision about a career in the public safety sector.

CONTACT US

Phone: 703.717.8168

Email: info@publicsafetycadets.org



PUBLIC SAFETY CADETS

P.O. Box 340

Big Bend, WI 53103

PUBLIC SAFETY CADETS



Preparing To Serve & Protect

Police Cadet Program

The Police Cadet Program introduces young adults to the world of law enforcement through hands-on training, classroom education, and mentorship from experienced police officers. Cadets learn the fundamentals of criminal justice, patrol procedures, traffic control, first aid, and public service. They also participate in community engagement activities and scenario-based training to build real-world understanding of police work. Throughout the program, cadets develop leadership skills, discipline, physical fitness, and a strong sense of responsibility. This program not only prepares cadets for future careers in law enforcement but also encourages teamwork, integrity, and respect for the law and the communities they serve.

Fire Cadet Program

The Fire Cadet Program introduces young adults to the world of fire service through hands-on training, classroom instruction, and mentorship from experienced firefighters. Cadets gain foundational knowledge in fire safety, emergency response, rescue techniques, and public service, all while building leadership skills, discipline, and physical fitness. This program prepares cadets for future careers in fire and emergency services while encouraging community involvement and teamwork.

“Preparing young adults for a career in law enforcement and other public safety professions is vital to our national security and safety.”

“If you want to be part of a social movement... join one!”



PROGRAM BENEFITS

- National Events, Marksmanship and Career Skills Competition
- Leadership Development Academy
- Scholarships
- Mentor Training
- Youth Safety Program for all Participants
- Building a Recruitment Pipeline and Pathway for Employment

INDEPENDENT CONTRACTOR AGREEMENT - COURT SECURITY / BAILIFF SERVICES

This Independent Contractor Agreement ("Agreement") is entered into effective August 1, 2026, by and between the Hobart-Lawrence Municipal Court, administered by the Village of Hobart ("Court"), and Scott Stimpson ("Contractor").

RECITALS

WHEREAS, the Court desires to obtain courtroom security and bailiff services on a limited, as-needed basis;

WHEREAS, Contractor represents that he possesses the training, experience, qualifications, and professional judgment necessary to provide courtroom security and bailiff services;

WHEREAS, Contractor possesses prior law enforcement training and experience and is qualified to provide security services for municipal court proceedings;

WHEREAS, the parties intend to establish an independent contractor relationship and not an employment relationship;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. SERVICES

1. Contractor shall provide courtroom security and bailiff services as requested by the Court, including but not limited to:

- a. Maintaining order, security, and decorum during court proceedings;
- b. Monitoring courtroom attendees and identifying potential security concerns;
- c. Conducting entry screening utilizing equipment provided or approved by the Court;
- d. Escorting the Municipal Judge, court staff, witnesses, or other authorized persons when requested;
- e. Responding to disruptive conduct occurring within the courtroom or court facility;
- f. Coordinating with local law enforcement agencies, emergency medical services, fire personnel, or dispatch personnel during emergencies;
- g. Assisting with courtroom operations and other bailiff-related duties reasonably assigned by the Municipal Judge.

2. Contractor shall perform all services in a professional manner consistent with applicable law, accepted security practices, and any written Court Security Operating Procedures established by the Municipal Judge.

3. Contractor shall have no authority to delegate or subcontract services contemplated within this Agreement.

B. TERM

This Agreement shall commence on August 1, 2026, and shall continue until terminated pursuant to Section R of this agreement.

C. INDEPENDENT CONTRACTOR STATUS

1. Contractor is an independent contractor and is not an employee, officer, agent, or representative of the Court, Village of Hobart, Brown County, or any affiliated governmental entity.

2. Nothing contained in this Agreement shall be construed as creating an employer-employee relationship, partnership, agency relationship, joint venture, or any relationship other than that of an independent contractor.
3. Contractor shall determine the means and methods of performing services, subject to Court security requirements and judicial direction concerning courtroom operations.
4. Contractor shall receive an IRS Form 1099-NEC and shall be solely responsible for all federal, state, and local tax obligations arising from compensation paid under this Agreement.
5. Contractor acknowledges that he/she is not eligible for:
 - a. Wisconsin Retirement System (WRS) participation;
 - b. Health, dental, vision, life, or disability insurance benefits;
 - c. Paid vacation, sick leave, holiday pay, or other paid leave benefits;
 - d. Workers' compensation coverage through the Court or Village;
 - e. Unemployment compensation benefits;
 - f. Any other employee benefit provided to municipal employees.

D. QUALIFICATIONS

Contractor represents and warrants that he/she:

1. Is legally eligible to possess and carry a firearm under federal and Wisconsin law;
2. Has retired or separated from a law enforcement agency in good standing;
3. Maintains all certifications necessary to lawfully carry a firearm while performing services under this Agreement;
4. Has not been convicted of any offense that would prohibit firearm possession under federal or state law;
5. Shall immediately notify the Court of any arrest, criminal charge, injunction, restraining order, loss of firearm privileges, or other event affecting eligibility to perform services.

E. FIREARMS AUTHORIZATION

1. Subject to this Agreement and applicable law, Contractor may carry a concealed firearm while performing services for the Court.
2. Contractor shall maintain documentation demonstrating compliance with all applicable federal and Wisconsin laws governing firearm possession and carry.
3. Contractor shall comply with all Court security procedures and firearm safety standards.
4. The Court reserves the right to prohibit firearm carry or terminate this Agreement if Contractor fails to maintain qualifications or otherwise presents a safety concern.

F. LEOSA COMPLIANCE

1. Contractor certifies that he/she qualifies as a Qualified Retired Law Enforcement Officer pursuant to 18 U.S.C. § 926C and shall maintain all qualifications necessary to retain such status.
2. Contractor shall maintain and possess:

- a. Valid photographic identification issued by a former law enforcement agency;
- b. Current annual firearms qualification documentation as required by law;
- c. Any additional documentation reasonably requested by the Court.

G. LIMITATION OF AUTHORITY

1. Contractor is not a sworn law enforcement officer acting in an official governmental capacity while performing services under this Agreement.
2. Contractor possesses no independent authority under this Agreement to:
 - a. Conduct criminal investigations;
 - b. Execute warrants;
 - c. Issue citations;
 - d. Conduct traffic enforcement;
 - e. Exercise powers reserved exclusively to active law enforcement officers.
3. Contractor's authority is limited to maintaining courtroom security, preserving order, protecting persons present, directing disruptive individuals to leave the courtroom, and contacting law enforcement when criminal enforcement action is required.
4. Nothing in this Agreement shall be interpreted as conferring peace officer status or law enforcement authority under Wisconsin law.

H. SECURITY RESPONSE AND USE OF FORCE

1. Contractor shall utilize de-escalation techniques whenever reasonably possible.
2. Any force utilized shall be objectively reasonable under the circumstances and consistent with Wisconsin law governing self-defense, defense of others, and protection of persons.
3. Contractor shall utilize the following escalation principles whenever practical:
 - a. Professional presence and verbal direction;
 - b. De-escalation and conflict resolution;
 - c. Reasonable physical guidance or control when necessary;
 - d. Immediate notification of law enforcement when criminal enforcement action or additional assistance is required.
4. Contractor shall immediately request law enforcement assistance whenever:
 - a. A criminal arrest appears necessary;
 - b. A weapon is discovered;
 - c. A physical altercation occurs;
 - d. A threat exceeds Contractor's ability to safely control the situation.

5. Deadly force may only be used when reasonably necessary to prevent imminent death or great bodily harm to the Contractor or another person as permitted by Wisconsin law.

I. COMPENSATION

1. Contractor shall be compensated at the rate of twenty-five dollars (\$25) per hour.
2. Contractor shall receive a minimum payment equivalent to two (2) hours for each scheduled court session attended.
3. Contractor shall not be entitled to overtime compensation.
4. Contractor shall submit monthly invoices detailing dates worked, hours worked, and services provided.
5. Payment shall be made within thirty (30) days following receipt of an approved invoice.
6. Services are provided on an as-needed basis. No minimum number of hours, shifts, or assignments is guaranteed.

J. EQUIPMENT

1. Unless otherwise agreed, Contractor shall furnish personal equipment necessary to perform services.
2. Any Court-issued equipment shall remain the property of the Court and shall be returned immediately upon request or termination of this Agreement.

K. INSURANCE

1. Prior to performing services, Contractor shall maintain:
 - a. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - b. Professional Liability Insurance, Security Contractor Liability Insurance, or comparable coverage, if reasonably available, with limits of not less than \$1,000,000;
 - c. Any automobile liability coverage required by law for vehicles used in connection with services.
2. Contractor shall provide Certificates of Insurance upon request and annually thereafter.
3. The Village of Hobart shall be named as an Additional Insured on any Commercial General Liability policy required by this Agreement.
4. Contractor shall be responsible for obtaining and maintaining all required insurance coverage.
5. Upon submission of proof of payment, the Village of Hobart shall reimburse Contractor for the actual documented annual cost of the insurance required under this Agreement, not to exceed \$1,500 per calendar year.
6. Such reimbursement shall not be construed as providing employee benefits, establishing an employment relationship, or altering Contractor's status as an independent contractor.

L. TRAINING AND QUALIFICATIONS

1. Contractor shall successfully complete and document an annual firearms qualification utilizing the firearm carried while performing services under this Agreement.
2. Contractor shall maintain proficiency in:
 - a. Firearm safety;

- b. Defensive tactics and subject control;
- c. De-escalation techniques;
- d. Use of force principles;
- e. Courtroom security operations.

3. The Contractor shall be fingerprinted per Criminal Justice Information Services (CJIS) standards and understand and comply with CJIS standards.

4. Upon request of the Court, Contractor shall provide documentation demonstrating compliance with this Section and shall maintain compliance with these training and qualifications at all times during the term of this Agreement. .

5. Failure to maintain required qualifications shall constitute grounds for immediate termination.

M. BACKGROUND CHECKS AND CONTINUING ELIGIBILITY

1. Contractor authorizes the Court to conduct criminal history and records checks prior to execution of this Agreement and periodically thereafter as deemed necessary.

2. Contractor shall immediately notify the Court of:

- a. Any criminal arrest or criminal charge;
- b. Any injunction or restraining order affecting firearm possession;
- c. Any suspension, revocation, or limitation of firearm privileges;
- d. Any circumstance impairing Contractor's ability to safely perform services.

3. Failure to disclose such information shall constitute a material breach of this Agreement.

N. FITNESS FOR DUTY

1. Contractor shall report for duty physically and mentally capable of safely performing assigned responsibilities.

2. Contractor shall not perform services while impaired by alcohol, controlled substances, prescription medication that adversely affects performance, or any intoxicating substance.

3. The Court may remove Contractor from service immediately upon reasonable belief that Contractor is impaired or unable to safely perform assigned duties.

O. CONFIDENTIALITY

1. Contractor shall maintain the confidentiality of all non-public court information obtained during performance of services.

2. Contractor shall not disclose confidential information except as authorized by law or the Municipal Judge.

3. This provision shall survive termination of this Agreement.

P. INCIDENT REPORTING

1. Contractor shall promptly notify the Municipal Judge or Court Clerk of any significant security event.

2. A written report shall be submitted whenever:

- a. Physical force is used;
- b. A weapon is discovered;
- c. A threat is made against the Court, Judge, court staff, or the public;
- d. Law enforcement assistance is requested;
- e. Any security event occurs that may reasonably result in a claim, lawsuit, injury, or criminal investigation.

Q. INDEMNIFICATION AND LIABILITY

1. To the fullest extent permitted by Wisconsin law, Contractor shall indemnify, defend, and hold harmless the Court, Village of Hobart, its elected officials, officers, employees, agents, and representatives from claims, damages, liabilities, judgments, costs, and expenses arising from:

- a. Contractor's negligent acts or omissions;
- b. Contractor's violation of law;
- c. Contractor's breach of this Agreement;
- d. Contractor's misconduct while performing services.
- e. Any intentional, reckless, or willful misconduct of the Contractor;
- f. Any injury, death, or property damage caused in part or in whole by Contractor while performing services under this agreement.
- g. Any act or omission involving the possession, display, handling, use, or discharge of any firearm or other weapon by the Contractor;
- h. Any constitutional or civil rights claims filed against the Village or the Municipal Court arising from the Contractor's conduct while performing services under this agreement.

2. Contractor acknowledges that the Court and Village have no obligation to provide legal defense, indemnification, liability coverage, workers' compensation benefits, disability benefits, or retirement benefits to Contractor except as may be required by law.

3. Nothing within this Agreement shall be construed as a waiver by the Municipal Court for the Village of Hobart, or the Village of Hobart, as a waiver of any governmental immunities, limitations on liability, notice of claim or claim requirements, damage limitations, or other defenses available to the Village, the Municipal Court, or municipal employees or officers, including but not limited to Wis. Stat. § 893.80, common law governmental immunity, judicial immunity, quasi-judicial immunity, or discretionary immunity.

R. TERMINATION

1. Either party may terminate this Agreement without cause upon fourteen (14) days written notice.

2. The Court may immediately terminate this Agreement for:

- a. Loss of qualifications;
- b. Failure to maintain insurance;
- c. Safety violations;

- d. Professional misconduct;
- e. Criminal conduct;
- f. Material breach of this Agreement.

3. Contractor shall be compensated only for services satisfactorily performed through the effective date of termination.

S. RECORDS

1. Contractor shall maintain records of services performed and invoices submitted for a period of three (3) years following payment.

2. Contractor acknowledges that the Hobart Municipal Court and Village of Hobart may have certain obligations pertaining to open or public records laws within the state. Contractor agrees that certain work-related records may constitute public records and that Contractor will work with and assist the Hobart Municipal Court and/or Village of Hobart related to public records request related to any records created or held by the Contractor as it relates to services rendered via this Agreement.

T. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, court rules, and lawful directives of the Municipal Judge relating to courtroom security.

U. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Wisconsin. Any legal action arising under this Agreement shall be brought exclusively in the Circuit Court for Brown County, Wisconsin.

V. SURVIVAL

The rights and obligations of the parties that are by their nature intended to survive the expiration or termination of this agreement shall survive, including, without limitations the provisions relating to:

- 1. Indemnification, defense, and reimbursement obligations.
- 2. Preservation of governmental immunities, statutory defense, and limitations on liability.
- 3. Confidentiality and protection of non-public information obtained by the Contractor while performing services under this Agreement.
- 4. Cooperating with investigations or law enforcement.
- 5. Records retention, ownership of records, and compliance with Wisconsin Public Records Laws, if applicable.
- 6. Return of any Court or Village Property.
- 7. Payment obligations accrued prior to termination.
- 8. Governing law and venue
- 9. Any other term that by its nature is intended to survive termination.

W. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and understandings. Any amendment must be in writing and signed by both parties.

X. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

MUNICIPAL COURT OF THE VILLAGE OF HOBART

Municipal Judge Gregg Schreiber

Date: _____

CONTRACTOR

Scott Stimpson

Date: _____



ORDINANCE 2026-11

AN ORDINANCE TO CREATE ARTICLE VI (BICYCLES, ELECTRIC BICYCLES, SCOOTERS, AND ELECTRIC SCOOTERS) OF CHAPTER 264 (VEHICLES AND TRAFFIC) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

Purpose: The purpose of this Ordinance is to promote the safe and lawful operation of bicycles, electric bicycles, scooters, and electric scooters upon public streets, sidewalks, trails, parks, parking lots, and other public property; to protect pedestrians and other lawful users of public ways; to reduce conflicts between users of public facilities; and to supplement applicable provisions of the Wisconsin Statutes.

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

Section 1: Article VI (Bicycles, Electric Bicycles, Scooters and Electric Scooters) of Chapter 264 (Vehicles and Traffic) is hereby created to read as follows:

§ 264-21. Purpose and Intent.

The purpose of this chapter is to promote the safe and lawful operation of bicycles, electric bicycles, scooters, and electric scooters upon public streets, sidewalks, trails, parks, parking lots, and other public property; to protect pedestrians and other lawful users of public ways; to reduce conflicts between users of public facilities; and to supplement applicable provisions of the Wisconsin Statutes. This chapter shall be liberally construed to promote public safety and shall not be interpreted to authorize any activity otherwise prohibited by Wisconsin law.

§ 264-22. Applicability.

This chapter shall apply to the operation, use, and parking of bicycles, electric bicycles, scooters, and electric scooters on all public streets, highways, roadways, sidewalks, bicycle ways, trails, parks, parking lots open to public use, rights-of-way, and other public property within the Village of Hobart.

§ 264-23. Definitions.

A. State Law Definitions Adopted. The definitions contained in Wis. Stat. §§ 340.01(15ph), 340.01(29m), and any successor provisions are hereby adopted by reference and incorporated into this chapter.

B. Additional Definitions.

OPERATOR

Any person who rides, drives, or is in actual physical control of a bicycle, electric bicycle, scooter, or electric scooter.

PUBLIC PROPERTY

Any street, highway, roadway, sidewalk, bicycle way, trail, park, parking lot, right-of-way, municipal facility, or other property owned, leased, maintained, controlled, or operated by the Village/Town and open to public use.

PUBLIC TRAIL

Any bicycle path, shared-use path, recreational trail, park pathway, nature trail, or similar facility owned, maintained, controlled, or designated by the Village/Town for public use.

§ 264-24. Adoption of Wisconsin Statutes.

A. Except as otherwise specifically provided herein, the provisions of Wis. Stat. §§ 346.80, 346.803, 346.804, 346.805, 346.806, 346.94, and all other applicable Wisconsin Statutes governing the operation of bicycles, electric bicycles, and electric scooters, as amended from time to time, are adopted by reference and made a part of this Code as though fully set forth herein.

B. Any act required to be performed or prohibited by the statutes adopted herein shall likewise be required or prohibited under this chapter.

§ 264-25. Helmet Requirement For Minors.

A. No person under sixteen (16) years of age may operate or ride as a passenger upon a bicycle, electric bicycle, scooter, or electric scooter upon any public street, sidewalk, trail, park, bicycle way, parking lot open to public use, or other public property unless wearing a properly fitted and securely fastened protective helmet designed for bicycle use.

B. No parent, guardian, or person having legal custody of a child under sixteen (16) years of age shall knowingly permit such child to operate or ride in violation of this section.

§ 264-26. Equipment Requirements.

A. No person shall operate a bicycle, electric bicycle, scooter, or electric scooter during hours of darkness unless equipped as required by Wisconsin law.

B. Every bicycle, electric bicycle, scooter, and electric scooter operated upon public property shall be maintained in safe operating condition.

C. No person shall operate any bicycle, electric bicycle, scooter, or electric scooter with defective brakes, steering components, tires, lighting equipment, or any other condition rendering the device unsafe.

§ 264-27. Passengers.

A. No operator shall carry any passenger upon a bicycle, electric bicycle, scooter, or electric scooter unless the device is specifically designed and equipped by the manufacturer for the transportation of passengers.

B. No passenger shall be carried in a manner contrary to the manufacturer's design or intended use.

§ 264-28. Modified, Misclassified, Or Unlawful Devices.

A. No person shall operate upon any public street, sidewalk, trail, park, parking lot open to public use, or other public property any bicycle, electric bicycle, scooter, or electric scooter that has been modified, altered,

equipped, or operated in a manner that exceeds the performance limitations established by Wisconsin law for its classification.

B. Any device represented, marketed, labeled, sold, modified, or operated as an electric bicycle that does not meet the definition of an electric bicycle under Wis. Stat. § 340.01(15ph), as amended from time to time, shall not be considered an electric bicycle for purposes of this Code.

C. Any device described in subsection (B) shall be subject to all applicable provisions of Wisconsin law governing its actual classification, including but not limited to registration, titling, operator licensing, equipment requirements, insurance requirements, and operational restrictions, where applicable.

D. The burden of compliance with the requirements applicable to a device's actual classification shall rest upon the operator and owner of the device.

E. The determination of a device's classification shall be based upon its actual design, capabilities, equipment, modifications, and operation, and not solely upon the manufacturer's description, advertising, labeling, or representations made by the owner or operator.

F. Nothing in this chapter shall be construed to authorize the operation of any motorcycle, motor bicycle, moped, motor vehicle, all-terrain vehicle, utility terrain vehicle, mini-bike, dirt bike, off-road motorcycle, or other motorized vehicle upon any sidewalk, trail, park, bicycle way, or other public property where prohibited by Wisconsin law or municipal ordinance.

§ 264-29. Operation on Roadways.

A. Operators shall comply with all applicable traffic laws and official traffic control devices.

B. Operators shall ride as near to the right-hand edge of the roadway as practicable except when:

- (1) Passing another vehicle;
- (2) Preparing for a lawful left turn;
- (3) Avoiding hazards;
- (4) Lane conditions make such positioning unsafe; or
- (5) Otherwise authorized by Wisconsin law.

C. Operators shall comply with all applicable Wisconsin statutory speed limitations governing the classification of the device being operated.

§ 264-30. Operation on Sidewalks and Trails.

A. Bicycles, electric bicycles, scooters, and electric scooters may be operated upon sidewalks and public trails unless prohibited by official signage, regulation, or lawful order.

B. No operator shall unreasonably obstruct the normal use of a sidewalk, trail, bicycle way, or public pathway.

C. No person shall operate a bicycle, electric bicycle, scooter, or electric scooter upon any sidewalk at a speed exceeding ten (10) miles per hour.

D. No person shall operate a bicycle, electric bicycle, scooter, or electric scooter upon any public trail, shared-use path, park pathway, or recreational trail at a speed exceeding fifteen (15) miles per hour unless otherwise posted.

E. No person shall operate a bicycle, electric bicycle, scooter, or electric scooter at a speed greater than ten (10) miles per hour while approaching, overtaking, or passing a pedestrian on a sidewalk, trail, shared-use path, park pathway, or recreational trail.

F. Operators shall yield the right-of-way to pedestrians at all times.

G. Operators shall reduce speed and exercise due care when approaching or passing pedestrians, children, animals, or other lawful users of public property.

H. Operators overtaking a pedestrian from the rear shall provide an audible signal when reasonably necessary to avoid a collision.

§ 264-31. Reckless, Careless, Or Unsafe Operation Prohibited.

A. No person shall operate a bicycle, electric bicycle, scooter, or electric scooter in a careless, reckless, negligent, or unsafe manner which endangers any person or property.

B. No person shall operate a bicycle, electric bicycle, scooter, or electric scooter upon any sidewalk, trail, park, parking lot, or other public property at a speed or in a manner that is unreasonable, imprudent, or unsafe under existing conditions and having regard for actual and potential hazards than existing.

C. The following conduct constitutes prima facie evidence of unsafe operation:

(1) Operating in violation of any speed limitation established by Wisconsin Statutes, this Code, or official traffic control devices;

(2) Failing to yield the right-of-way as required by law;

(3) Weaving through pedestrian or vehicular traffic in an unsafe manner;

(4) Operating while attached to, being towed by, or holding onto any moving vehicle;

(5) Operating in a manner that creates an unreasonable risk of collision with pedestrians, animals, vehicles, or other lawful users of public property.

C. Compliance with a posted or statutory speed limit shall not relieve an operator from the duty to reduce speed when necessary to avoid endangering persons or property.

D. The fact that an operator is traveling below a posted or statutory speed limit shall not constitute a defense to a violation of this section.

§ 264-32. Stunt Riding, Exhibitions of Speed, and Racing Prohibited.

A. No person shall engage in stunt riding upon any public street, sidewalk, trail, park, parking lot open to public use, or other public property.

B. Stunt riding includes, but is not limited to:

(1) Wheelies;

(2) Jumps;

(3) Trick riding or acrobatic maneuvers;

(4) Intentional skidding or drifting;

(5) Any maneuver that substantially interferes with the operator's ability to maintain control of the device.

C. No person shall participate in any race, speed contest, endurance contest, or exhibition of speed except as part of an event specifically authorized by the Village.

D. No person shall operate a bicycle, electric bicycle, scooter, or electric scooter for the purpose of demonstrating speed, acceleration, or performance in a manner that endangers persons or property.

§ 264-33. Class 3 Electric Bicycles.

A. No person under sixteen (16) years of age may operate a Class 3 electric bicycle.

B. Class 3 electric bicycles shall not be operated upon any sidewalk, public trail, shared-use path, park pathway, recreational trail, or other public property designated for pedestrian or shared-use recreational purposes unless specifically authorized by official signage or designation of the Village/Town Board.

C. Class 3 electric bicycles may be operated upon public roadways in accordance with Wisconsin law.

§ 264-34. Authority to Restrict Operation.

The Village Board of Trustees, or its designee, may restrict, prohibit, or regulate the operation of bicycles, electric bicycles, scooters, or electric scooters upon designated public property, trails, parks, sidewalks, facilities, or other locations when necessary for public safety, maintenance, environmental protection, special events, or other legitimate governmental purposes.

§ 264-35. Parking and Obstruction.

No bicycle, electric bicycle, scooter, or electric scooter shall be parked or left standing in a manner that obstructs pedestrian travel, accessibility ramps, building entrances, fire lanes, sidewalks, trails, public pathways, or other public rights-of-way.

§ 264-36. Abandoned Property.

Any bicycle, electric bicycle, scooter, or electric scooter abandoned upon public property may be impounded and disposed of in accordance with Wisconsin law and departmental procedures governing abandoned or unclaimed property.

§ 264-37. Responsibility of Parents and Guardians.

No parent, guardian, or person having legal custody of a minor shall knowingly permit or authorize a violation of this chapter.

§ 264-38. Penalties.

A. Any person violating any provision of this chapter shall be subject to the penalties provided in the general penalty provisions of the Municipal Code.

B. Each violation and each day a violation continues shall constitute a separate offense.

C. Nothing herein shall prohibit a law enforcement officer from issuing a warning in lieu of a citation when deemed appropriate under the circumstances.

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 ____ day of ____, 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 ____, 2026.

(Seal)

Lisa Vanden Heuvel, Village Clerk



TO: Village Board
FROM: Aaron Kramer, Village Administrator
RE: Proposed Changes to Village Tree Ordinance (Chapter 255)
DATE: July 21st 2026

BACKGROUND

In our review of the Village's Municipal Code, we have taken a closer look at Chapter 255 (Trees). Last amended in 2015, the chapter created a Village Forester, as well as a Parks and Urban Forestry Committee, which had been in operation previously (late 1990s through the mid-2010s, but not continuous). The chapter also created a Forestry Maintenance Permit. A review of the Village's records and archives, it does not appear that a Forester was hired, nor was a permit created. There was a Parks and Urban Forestry Committee, but it does not appear to have met after the ordinance's 2015 revision. Staff also has concerns that the current ordinance would create a situation where the Village is compelled to become involved in a civil matter between two neighboring properties.

As a result, we are proposing the first comprehensive revision of the Village's Tree ordinance in more than a decade.

MAJOR REVISIONS TO CURRENT ORDINANCE

The following sections of the current code are being recommended for removal:

SECTION	DESCRIPTION
§ 255-4 (Village Forester established)	This section created the position of Village Forester, giving that position citation power.
§ 255-5 (Parks and Urban Forestry Committee established)	There is no record that this committee, which was advisory only, met after 2016. Any tree-related issues could be handled directly by the Village Board or assigned to the Public Works and Utilities Advisory Committee. A third option would be the creation of a separate committee or merging the designated duties with the Park and Recreation Committee.
§ 255-6 (Forestry maintenance permit)	There is no record of such a permit was ever created.
§ 255-7 (Maintenance permit revocation)	The removal of section 6 would necessitate elimination of this section as well.
§ 255-8 (Public nuisances on private premises)	The restrictions on trees are governed in § 207-4 (Public nuisances affecting peace and safety) E. All trees, hedges, billboards or other obstructions which prevent people driving vehicles on public streets, alleys, or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk.

	F. All limbs of trees which project over a public sidewalk, are less than eight feet above the surface thereof or less than 14 feet over the surface of a public street.
§ 255-12 (Appeals)	Due to the elimination of many of the punitive regulations in the current ordinance, an appeal process which differs from the current process would run counter to normal Village operations.
§ 255-14 (Fees)	With the removal of the Forestry Maintenance Permit, there are no sections in the proposed ordinance which would require a permit be implemented.

The following sections of the current code are being recommended for revisions or to remain essentially similar to the current code:

SECTION	DESCRIPTION
§ 255-1 (Purpose, intent and applicability)	This section is being redefined in terms of the intent of the proposed ordinance.
§ 255-2 (Disclaimer of liability)	This section will remain intact so as to not remove the liability of private property owners to maintain healthy trees and remove diseased and/or dead trees and create a shield from that liability in the Village Code.
§ 255-9 (Injury to trees prohibited)	This section governs damage to trees on public property and will remain in effect.
§ 255-11 (Interference with Village)	This section implies that Village staff would be involved in the removal or maintenance of trees on private property. The change would shift that involvement to public property only.

There is one section of the code (§ 255-8. Public nuisances on private premises) which will be separated into its own section – the transport of materials, specifically diseased and infected trees.

RECOMMENDED ACTIONS

- * To direct staff to place the proposed ordinance on a future Board agenda for action, preferably in August.
- * To forward the proposed ordinance to the Public Works and Utilities Advisory Committee, or the Parks and Recreation Commission, for further discussion and a recommendation.

Chapter 255. Trees

[HISTORY: Adopted by the Village Board of the Village of Hobart as § 2.2 of the 2000 Code.
Amendments noted where applicable.]

GENERAL REFERENCES

Administration of government — See Ch. 5.

Public property — See Ch. 227.

Zoning — See Ch. 295.

§ 255-1. Purpose, intent and applicability.

- A. It is hereby declared to be the policy of the Village of Hobart to regulate trees in the Village in order to promote the public health, safety and welfare, prevent the spread of fire, prevent the spread of tree diseases, protect property values, enhance aesthetics and scenic viewsheds, balance the need for road safety while preserving the Village's rustic roads and maintaining trees planted close to the road, reduce the potential for trees becoming public nuisances and hazards, protect trees from loss during construction, encourage use of trees to conserve energy, encourage and maintain an optimal level of age and species diversity, provide specifications for planting, maintaining and removal of trees and provide that all such work (including utility maintenance) in any right-of-way be under permit and to provide a forum for conflict resolution.
- B. Trees are a valuable resource which enhance the aesthetics of the property, prevent soil erosion, filter airborne pollutants, reduce atmospheric carbon dioxide, produce oxygen and ameliorate harsh climates, thereby reducing energy consumption. In addition, trees contribute significantly to property values and provide many other benefits from a local to a global aspect. This is to be balanced with the need for open space and farm fields which are important aspects in Hobart's landscape and provide habitat for wildlife.
- C. This chapter applies to all public land located on and within the boundaries of the Village of Hobart.

§ 255-2. Disclaimer of liability.

Nothing contained in this chapter shall be deemed to impose any liability upon the Village, its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub, or plant upon any road tree area abutting their property or under their control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any road, park, boulevard, alley, or public place within the Village.

§ 255-3. Definitions.

Whenever the following words or terms are used in this chapter, they shall be construed to have the following meanings:

COMMITTEE

The Hobart Parks and Urban Forestry Committee as constituted pursuant to § 255-5 in this Code.
[Amended 1-6-2015 by Ord. No. 01-2015; 4-8-2015 by Ord. No. 03-2015]

FORESTER

Person(s) or Village employee(s) designated by the Village Board as authorized to carry out provisions of this chapter.

PARK TREES

Trees, shrubs, bushes, and all other woody vegetation in public parks having individual names, and all areas owned by the Village, or to which the public has free access as a park.

PERSON

Any person, firm, association or corporation.

PRIVATE TREES

Any trees located or to be planted in or upon private premises.

PUBLIC NUISANCE

Any tree or shrub or part thereof growing upon private or public property which is interfering with the use of any public area; does not have adequate clearance over roads (14 feet) and walks (eight feet), is infected with a plant disease; or which is infested with injurious insects or pests which threaten public or private property; is dead; or which endangers the public health, safety and welfare.

PUBLIC RIGHT-OF-WAY

That part of every street between the lot line and the road.

PUBLIC TREES

Any trees located or to be planted in or upon any public property.

PUBLIC UTILITY

Any public, private or cooperatively owned line, facility, or system for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil products, water, waste or stormwater, which directly or indirectly serves the public or any part thereof within the corporate limits of the Village.

ROAD TREES

Road trees are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all roads, avenues, or ways within the Village.

TREE TOPPING

Generally, the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree. This creates hazard trees.

VILLAGE

The Village of Hobart, Wisconsin.

VISION CORNER

As defined in Chapter **295**, Zoning.

[Amended 1-6-2015 by Ord. No. 01-2015]

§ 255-4. Village Forester established.

- A. The Village Forester shall have the authority to promulgate the rules and regulations of the arboricultural specifications and standards of practice governing the planting, maintenance, removal, fertilization, pruning and bracing of trees on the roads or other public sites in the municipality, and shall direct, regulate, and control the planting, maintenance, and removal of all trees growing now or hereafter in any public area of the Village of Hobart, to insure safety or preserve the aesthetics of such public sites.
- B. The Village Forester shall cause the provision of this chapter to be enforced and shall have the authority to issue citations as provided for in the Code of the Village of Hobart. In his or her absence, these duties shall be the responsibility of a qualified alternate designated by the Village.

- C. The Village Forester shall have the authority to affix reasonable conditions to the granting of a permit in accordance with the terms of this chapter.

§ 255-5. Parks and Urban Forestry Committee established.

[Amended 1-6-2015 by Ord. No. 01-2015; 4-8-2015 by Ord. No. 03-2015]

There is hereby established a Parks and Urban Forestry Committee for the Village of Hobart, which shall consist of five members, two of whom may hold another public office, including elected, appointed, and employees of the Village. Appointments shall be for three-year terms; except that initial appointments shall be for one three-year term, three two-year terms, and one one-year term.

A. Duties of the Village Forestry Committee.

- (1) It shall be the responsibility of the Committee to study, investigate, counsel, develop, update, and administer a written plan for the care, preservation, pruning, planting, replanting, removal and disposition of trees and shrubs in parks, along roads, and in other public places. Such plan will be presented to the Village Board and upon their acceptance and approval shall constitute the official Comprehensive Forestry Plan for the Village of Hobart.
- (2) The Committee, when requested by the Village Board, shall consider, investigate, make finding, report, and recommend upon any special matter or question coming with the scope of its work.
- (3) The Parks and Urban Forestry Committee shall develop and maintain a desirable tree species list for the planting along roads. Lists of trees not suitable for planting will also be created by the Parks and Urban Forestry Committee.

§ 255-6. Forestry maintenance permit.

- A. Maintenance permit requirement and cost. No person shall plant, replace, prune, alter, do surgery on a tree, or disturb the land within the dripline of any tree on public property or cause such work to be done by others, without first obtaining prior approval for such work from the Village Forester as herein provided. The permit holder shall be responsible for paying for the cost of all work performed, unless acting under contract with the Village or its subunits.
- B. Maintenance permit exemptions. No person shall be required to obtain a permit to fertilize or water trees in the right-of-way abutting their property.
- C. Maintenance permit application. Any person who applies for a permit shall make said application in writing on Village forms detailing work to be done including plans showing all plantings, removals and trees to be worked on.
- D. Maintenance permit issuance, fee and term. When the Village Forester determines that any proposed work described in an application for a permit is in accordance with the provisions of this chapter, taking into account the public health, safety and welfare, public sidewalks, driveways, streetlights and signs, the general character of the area in which the tree is located or proposed to be located, the type of soil, the characteristics and physiological need of the genus, species and variety of the tree, then a permit may be issued or denied as appropriate under the circumstances, with conditions or limitations, without a fee therefor. It is the person's responsibility to contact Diggers Hotline for location of buried utilities.
- E. Maintenance permit and duration. Every permit issued by the Village Forester shall include a description of the work to be done and shall specify, in the case of plantings, the genus, species and variety, size, nursery grade and location of trees to be planted. Any work done under such permit issued under this section shall expire nine months after the date of issuance.

- F. Maintenance permit violation. It shall be a violation of this chapter for any person to perform work under a permit contrary to the permit terms and provisions of this chapter. A permit violator shall be responsible for the repair and replacement of any tree damaged or destroyed due to defective work or noncompliance with this chapter for two full growing seasons following performance of work.
- G. Compliance with vision clearance. No application shall be validated or permit issued unless the provisions of the Code of the Village of Hobart requiring vision clearance (or vision corners) on corner lots shall have been complied with.
- H. Tree topping. It shall be unlawful as a normal practice for any person, firm, or Village department to top any road tree or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this chapter at the determination of the Village Forester.
- I. Annual public utility and contractor permits. Public utilities and contractors may apply for and obtain, in accordance with this chapter, an annual forestry permit subject to the following additional conditions, unless waived by the Village Forester.
 - (1) Provide Village Forester with three working days' advance written notice of work to be performed and locations of work.
 - (2) Perform work in conformance with this chapter and written guidelines and directives of the Village Forester.

§ 255-7. Maintenance permit revocation.

Any permit granted under authority of this chapter may be revoked by the Village Forester for cause upon written demand and notice. The revocation of any permit may be appealed to the Village Board within 10 days of receipt of written notice of revocation.

§ 255-8. Public nuisances on private premises.

- A. Notice to abate public nuisances.
 - (1) Whenever the Village Forester shall find that any tree or part thereof growing or located upon private property is a public nuisance, he/she shall notify the owner thereof, in writing, that the nuisance must be abated as directed in the notice within the time specified, which time shall not be less than 30 days, unless the Village Forester shall determine that immediate action is necessary to preserve the public health, safety and welfare, in which event a lesser period of time for abatement shall be provided.
 - (2) Notice shall be served on the owner of record of said lot identifying those conditions which constitute a public nuisance and demanding abatement by a time certain in the manner and to the extent prescribed by said notice. Service shall be in the manner provided for service of a summons in the Circuit Court or by certified mail-return receipt. If the owner cannot be served or if there is no certified mail-return receipt, the order may be served by posting it on the main entrance of the building or structure, if any, or where no building or structure is present, by posting a sign on each of said lot, and by publishing as a Class 1 notice, under Chapter 985, Wis. Stats.
- B. Transport of materials. It shall be unlawful for any person to carry or transport into the Village any trees, logs, or branches known to be affected by any communicable disease or insect which may affect trees. Any such material brought into the Village shall be disposed of by the parties responsible for bringing the diseased or infected trees, logs, or branches into the Village in the manner and in a location designated by the Director of Public Works or Village Forester.

- C. Failure to abate. If said owner fails to remedy or improve the condition complained of in accordance with the written notice furnished by the Village Forester, then said Village Forester shall, after the expiration of the period specified in the written notice, cause said nuisance to be abated.
- D. Abatement by Village. The abatement may be by Village personnel or by a contractual agreement with others entered into by the Village.
- E. Hearing. The owner, upon written request to the Village Clerk-Treasurer, served and postmarked during the notice period, shall be granted a hearing before the Village Board. Where possible, said hearing should be within 10 days following the request therefor. Said hearing shall give the owner the opportunity to contest the existence of facts sufficient to form the basis for the finding of a public nuisance as herein described. Following the hearing, a written statement of the findings of the Village Board shall be sent by regular mail to the owner at the address given by the owner at said hearing. The Village Forester may, for good cause, extend the period of time for abatement of the nuisance.
- F. Appeal. The written order of the Village Forester, where a hearing has been held, may be appealed to the Village Board upon written request to the Village Clerk-Treasurer, served or postmarked within 10 days of the date of said written order. Where possible, said appeal should be heard at the next scheduled meeting of said Village Board, provided that the request for review is received by the Village Clerk-Treasurer at least seven days prior to the next scheduled meeting of the Village Board.
- G. Special assessment. Following abatement of said public nuisance, the Village Forester shall bill the owner for the cost of abatement. If such bill is not paid within 30 days, said bill shall be processed as a special assessment against said property.
- H. Emergency procedure. The above-specified notice procedure does not apply when circumstances arise which require immediate action to protect the public from imminent harm, such as sickness, disease or personal injury. In determining imminent harm, there must be a balance of the rights of the landowner to notice and appeal procedures with the right of the public to be protected from a risk of harm which could be avoided by prompt action. However, where possible, the landowner should be given a minimum of 24 hours' written or oral notice prior to Village abatement action. The above ordinance shall otherwise apply, except for the notice and appeal procedure, which shall be as herein stated.

§ 255-9. Injury to trees prohibited.

No person, upon public property, shall:

- A. Injure, destroy, damage, mutilate, deface or commit any act which will prevent the growth or cause the death of any tree.
- B. Secure, attach, fasten, nail or run through any rope, cable, wire, sign or fixture to, around or through any tree.
- C. Deposit, place or permit the deposit of any toxic or hazardous substance on or about any tree.
- D. Excavate or disturb the ground within the dripline of any tree without a permit.
- E. Perform any work within the dripline of any tree without taking measures as directed by the Village Forester to protect the tree from injury and damage, up to and including tunneling.
- F. Remove any guard, stake or other protective device or close or obstruct any open space about the base of a tree designed to permit access of air, water or fertilizer.
- G. Perform any other act contrary to this chapter.

§ 255-10. Enforcement.

This chapter shall be enforced by the Village Forester and designees thereof. Any Village department which observes a violation of this chapter shall bring said violations to the attention of the Village Forester.

§ 255-11. Interference with Village.

It shall be unlawful for any person to prevent, delay, or interfere with the Village, or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, or removing of any road trees, park trees, or trees on private grounds, as authorized by this chapter.

§ 255-12. Appeals.

Any person aggrieved by the administration or interpretation of any of the terms or provisions of this chapter may appeal to the Village Board which, after a hearing with notice to the appellant, may reverse, affirm or modify, in whole or in part, the order, requirement, decision or determination of the Village Forester, and to that end shall have all the powers of the Village Forester.

§ 255-13. Violations and penalties.

[Amended 1-6-2015 by Ord. No. 01-2015]

Any person who by himself/herself or by his/her agent or employee, shall violate any of the provisions of this chapter, shall, upon conviction, be subject to the penalties provided in § 1-3. A separate offense shall be deemed to have been committed on every day on which a violation occurs or continues.

§ 255-14. Fees.

[Amended 4-8-2015 by Ord. No. 03-2015]

Any fees concerning this chapter set by the Village of Hobart Board shall be reviewed every two years by the Parks and Urban Forestry Committee. The Parks and Urban Forestry Committee shall recommend any changes in fees to the Village Board.



ORDINANCE 2026-__

AN ORDINANCE REPEALING AND RECREATING CHAPTER 255 (TREES)

Purpose: The purpose of this ordinance is to update the current Tree ordinance to remove the Village from becoming involved in private matters involving the maintenance and/or of trees, as well as remove sections from the current code which are no longer applicable to the Village's current operations.

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

Section 1: Chapter 255 (Trees) is hereby repealed and recreated to read as follows:

§ 255-1. Purpose, intent and applicability.

A. It is hereby declared to be the policy of the Village of Hobart to regulate trees on all public land located on and within the boundaries of the Village in order to promote the public health, safety and welfare, prevent the spread of fire, prevent the spread of tree diseases, enhance aesthetics and scenic viewsheds, balance the need for road safety while preserving the Village's rustic roads and maintaining trees planted close to the road, reduce the potential for trees becoming public nuisances and hazards, protect trees from loss during construction, encourage use of trees to conserve energy, and to encourage and maintain an optimal level of age and species diversity.

§ 255-2. Disclaimer of liability.

Nothing contained in this chapter shall be deemed to impose any liability upon the Village, its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub, or plant upon any road tree area abutting their property or under their control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any road, park, boulevard, alley, or public place within the Village.

§ 255-3. Definitions.

Whenever the following words or terms are used in this chapter, they shall be construed to have the following meanings:

PARK TREES

Trees, shrubs, bushes, and all other woody vegetation in public parks having individual names, and all areas owned by the Village, or to which the public has free access as a park.

PERSON

Any person, firm, association or corporation.

PRIVATE TREES

Any trees located or to be planted in or upon private premises.

PUBLIC RIGHT-OF-WAY

That part of every street between the lot line and the road.

PUBLIC TREES

Any trees located or to be planted in or upon any public property.

ROAD TREES

Road trees are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all roads, avenues, or ways within the Village.

TREE TOPPING

Generally, the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree. This creates hazard trees.

VILLAGE

The Village of Hobart, Wisconsin.

§ 255-4. Injury to trees prohibited on public property.

No person, upon public property, shall:

- A. Injure, destroy, damage, mutilate, deface or commit any act which will prevent the growth or cause the death of any tree.
- B. Secure, attach, fasten, nail or run through any rope, cable, wire, sign or fixture to, around or through any tree.
- C. Deposit, place or permit the deposit of any toxic or hazardous substance on or about any tree.
- D. Excavate or disturb the ground within the dripline of any tree without a permit.
- E. Perform any work within the dripline of any tree without taking measures as directed by the Village Forester to protect the tree from injury and damage, up to and including tunneling.
- F. Remove any guard, stake or other protective device or close or obstruct any open space about the base of a tree designed to permit access of air, water or fertilizer.
- G. Perform any act of tree topping any road tree or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this chapter at the determination of the Director of Public Works.
- H. Perform any other act contrary to this chapter.

§ 255-5. Transport of Diseased or Infected Trees.

It shall be unlawful for any person to carry or transport into the Village any trees, logs, or branches known to be affected by any communicable disease or insect which may affect trees. Any such material brought into the Village shall be disposed of by the parties responsible for bringing the diseased or infected trees, logs, or branches into the Village in the manner and in a location designated by the Director of Public Works.

§ 255-6. Interference with Village.

It shall be unlawful for any person to prevent, delay, or interfere with the Village, or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, or removing of any road trees, park trees, or trees on private grounds, as authorized by this chapter.

§ 255-7. Violations and penalties.

Any person who by himself/herself or by his/her agent or employee, shall violate any of the provisions of this chapter, shall, upon conviction, be subject to the penalties provided in § 1-3. A separate offense shall be deemed to have been committed on every day on which a violation occurs or continues.

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 ____ day of _____, 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 _____, 2026.

(Seal)

Lisa Vanden Heuvel, Village Clerk



TO: Village Board
FROM: Aaron Kramer, Village Administrator
RE: Ordinance 2026-13 (Chapter 248 - Recycling)
DATE: July 21st 2026

BACKGROUND

Wisconsin's recycling law applies equally to all residential and nonresidential locations throughout the state. The law bans disposal or incineration of certain recyclable materials. It also requires every municipality in the state to operate a recycling program to manage those materials. Local units of government, called responsible units or RUs, implement and enforce municipal recycling programs to ensure that residents, businesses and special event managers comply with state and local recycling requirements.

Under Wisconsin's comprehensive recycling law, every citizen in Wisconsin must have residential recycling service or drop-off centers within easy access and should be provided with recycling information. In addition to ensuring provision of recycling services to residents, the law delegates to RUs the responsibility of ensuring that nonresidential locations—including businesses, institutions, special events and construction sites—recycle materials banned from landfills. The law does not require RUs to provide these services themselves.

As of July 1, 2025, administrative code that oversees RU effective recycling programs and other aspects of Wisconsin's recycling law has been revised. The DNR has produced resources to assist RUs with understanding these changes. In order to ensure our eligibility for the annual Recycling Grant, we must approve the proposed Ordinance and provide a signed copy to the Wisconsin DNR. The proposed Ordinance has been forwarded to the Wisconsin DNR in advance, and this was the response we received on July 15th:

I reviewed the word document of the updated recycling ordinance. Overall, the updates look good and I have no suggestions for edits. Please send me the final signed recycling ordinance when you get the chance. Thanks! (Malena Grimm; Wisconsin Department of Natural Resources; Milwaukee Service Center – Southeast Region)

A summary of the state revisions has been included with this memo, along with our current recycling ordinance.

RECOMMENDED MOTIONS

* To approve Ordinance 2026-13 (AN ORDINANCE REPEALING AND RECREATING ARTICLE II (RECYCLING AND MUNICIPAL SOLID WASTE COLLECTION) OF CHAPTER 248 (SOLID WASTE) and direct staff to forward a signed copy to the Wisconsin Department of Natural Resources



ORDINANCE 2026-13

AN ORDINANCE REPEALING AND RECREATING ARTICLE II (RECYCLING AND MUNICIPAL SOLID WASTE COLLECTION) OF CHAPTER 248 (SOLID WASTE)

Purpose: The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in State Statute and State Administrative Code, and to comply with revisions adopted by the State as of July 1, 2025.

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

Section 1: Article II (Recycling and Municipal Solid Waste Collection) of Chapter 248 (Solid Waste) is hereby repealed and recreated to read as follows:

§ 248-12. Title.

The title of this article shall be "Recycling and Municipal Solid Waste Collection."

§ 248-13. Purpose.

The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in s. 287.11, Wis. Stats., and ch. NR 544, Wis. Adm. Code.

§ 248-14. Interpretation, Abrogation and Greater Restrictions.

A. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in ch. NR 544, Wis. Adm. Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the ch. NR 544 standards in effect on the date of the adoption of this ordinance, or in effect on the date of the most recent text amendment to this ordinance.

B. It is not intended by this ordinance to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this ordinance imposes greater restrictions, the provisions of this ordinance shall apply.

§ 248-15. Statutory authority, applicability and administration.

This article is adopted as authorized under s. 287.09(3)(b), Wis. Stats. It is intended to apply to all persons within the Village and its provisions shall be administered by the Board, and/or other Village officials designated by the Board.

§ 248-16. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

AUTOMOTIVE ENGINE OIL

Has the meaning given in Wis. Stats. § 287.15(1)(a).

BI-METAL CONTAINER

A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

COLLECTOR

A person, firm or corporation licensed to collect, dispose of and/or market recyclable and/or non-recyclable solid waste within the Village.

COMPOSTING

Biological degradation and transformation of organic solid waste under controlled conditions designed to promote aerobic decomposition and includes vermicomposting.

CONTAINER BOARD

Corrugated paperboard used in the manufacture of shipping containers and related products.

DRUG WASTE

Any medication (pill, capsule, cream, ointment, liquid, patch), prescribed or over the counter, which is no longer needed or wanted.

ELECTRONIC WASTE

Any electronic or electrical device(s) that have reached the end of their useful life, and that contain substantially high amounts of toxic or harmful substances. This list includes, but is not limited to: cellular phones, rechargeable batteries, fluorescent lighting and ballast, computer motherboards, televisions, any device containing mercury, or any device which has a video display.

FREE LIQUIDS

Liquids which readily separate from the solid portion of waste under ambient temperature and pressure.

FOAM POLYSTYRENE PACKAGING

Packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- A. Is designed for serving food or beverages.
- B. Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- C. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

GLASS CONTAINER

A glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat-resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

HDPE

High density polyethylene, labeled by the resin code # 2.

LDPE

Low density polyethylene, labeled by the resin code # 4.

MAGAZINES

Magazines and other materials printed on similar paper.

MAJOR APPLIANCE

A residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.

MULTIPLE-FAMILY DWELLING

A structure containing 5 or more residential units, including units that are occupied seasonally.

NEWSPAPER

A newspaper and other materials printed on newsprint.

NONRECYCLABLE POSTCONSUMER WASTE

Solid waste for which there exists no commercially demonstrated method of resource recovery. It does not include solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. § 291.01(7), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. § 289.01(17).

NON-RESIDENTIAL FACILITIES AND PROPERTIES

Commercial, retail, industrial, institutional and government facilities and properties. Non-residential facilities and properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as fairs, festivals, sport venues, conferences, and exhibits. This term does not include multiple family dwellings.

OFFICE PAPER

A variety of high-grade printing and writing papers. This term does not include industrial process waste, newspaper or packaging.

OIL-ABSORBENT MATERIALS

Materials that are used to absorb waste oil.

OIL FILTER

A filter for automotive engine oil.

OTHER RESINS OR MULTIPLE RESINS

Plastic resins labeled by the resin code # 7.

PERSON

Any individual, corporation, limited liability company, partnership, association, local government unit, as defined in s. 66.0131(1)(a), Wis. Stats., state agency or authority or federal agency.

PETE OR PET

Polyethylene terephthalate, labeled by the resin code # 1.

PLASTIC CONTAINER

An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, which is originally used to contain a product that is the subject of a retail sale.

POSTCONSUMER WASTE

Solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 291.01(7) Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in s. 289.01(17)., Wis. Stats.

PP

Polypropylene, labeled by the resin code # 5.

PS

Polystyrene, labeled by the resin code # 6.

PVC

Polyvinyl chloride, labeled by the resin code # 3.

RECYCLABLE MATERIALS OR RECYCLABLE SOLID WASTE

Lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

RESIDENTIAL UNIT

Each living unit in the Village of Hobart designed for permanent living quarters, including every single, two-, three- and four-family dwelling unit(s) on fee simple property.

SOLID WASTE

The meaning specified in s. 289.01(33), Wis. Stats.

SOLID WASTE FACILITY

The meaning specified in s. 289.01(35), Wis. Stats.

SOLID WASTE TREATMENT

Any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste.

TREATMENT

Incineration.

VILLAGE

The Village of Hobart, Brown County, Wisconsin

VILLAGE'S CONTRACTED COLLECTOR

A person, firm or corporation specifically contracted by the Village to collect, dispose of and/or market certain recyclable materials and/or postconsumer waste from residential units.

WASTE OIL

Any petroleum-derived or synthetic oil that has been used or spilled.

WASTE TIRE

A tire that is no longer suitable for its original purpose because of wear, damage or defect.

YARD WASTE

Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

§ 248-17. Storing of solid waste.

Any accumulation of solid waste on any premises in the Village is declared to be a nuisance and is prohibited. The owner is responsible for the timely removal and proper disposal of solid waste from the owner's premises. Upon failure to remove the nuisance after written notice to the owner, the Village may cause the nuisance to be removed and disposed of at the owner's expense. The Village shall collect from the owner all costs associated with removal and disposal of the nuisance. All unpaid charges and fines will be placed on the tax roll.

§ 248-18. Separation of recyclable materials.

A. Occupants of single family and 2-to-4 unit residences, multiple-family dwellings and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Aluminum containers;
- (2) Bimetal containers;
- (3) Corrugated paper or other container board;
- (4) Foam polystyrene packaging;
- (5) Glass containers;
- (6) Magazines (and other materials printed on similar paper);
- (7) Newspaper (and other materials printed on similar paper);
- (8) Office paper;
- (9) Plastic containers;
- (10) Steel containers;
- (11) Electronic waste, and electronic devices listed in Wis. Stats. § 287.07(5);
- (12) Lead-acid batteries;
- (13) Major appliances;
- (14) Yard waste;
- (15) Waste tires;

(16) Used oil filters;

(17) Waste oil;

(18) Oil-absorbent materials with visible signs of free-flowing oil.

B. The Village contracts with the Brown County Resource Recovery Department for ultimate disposal of all Village recyclable and nonrecyclable waste. Due to varying market conditions and technological upgrades, the Brown County Resource Recovery Department ultimately dictates what shall be required and/or accepted and the above list may change from time to time.

§ 248-19. Separation requirements exempted.

The separation requirements of § 248-18 do not apply to the following:

A. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in § 248-18 from solid waste in as pure a form as is technically feasible.

B. Solid waste which is burned as a supplement fuel at a facility if less than 30 % of the heat input to the facility is derived from the solid waste burned as supplement fuel.

C. A recyclable material specified in § 248-18 (5) through (15) for which a variance has been granted by the Department of Natural Resources under s. 287.11(2m), Wis. Stats., or s. NR 544.14, Wis. Adm. Code.

§ 248-20. Care of separated recyclable materials.

To the greatest extent practicable, the recyclable materials separated in accordance with § 248-18 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions. Recyclable materials, as specified in § 248-18, should not be bagged prior to placement in wheeled collection cart.

§ 248-21. Management of lead-acid batteries, major appliances, waste oil, used oil filters, oil-absorbent materials with visible free-flowing oil, electronic waste, drug waste, and yard waste.

Occupants of residential units, multiple-family dwellings and nonresidential facilities and properties shall arrange for the proper collection and disposal of lead-acid batteries, major appliances, waste oil, used oil filters, oil-absorbent materials with visible free-flowing oil and electronics with a collector at the occupant's request and expense. Yard waste may be disposed of at the Village of Hobart Yard Waste site (in accordance with established rules and regulations), removed by a collector at the occupant's request and expense, or composted pursuant to § 248-30. Electronic waste can be disposed of at the Brown County Resource Recovery Department, or at any site which has an official program to recycle electronic waste. Drug waste, as listed in § 248-22E, shall be deposited at any authorized location with designated and appropriate facilities for drug waste disposal.

§ 248-22. Responsibilities of residential unit owners and occupants.

A. Except as otherwise directed by the Village, owners and occupants of residential units shall follow the preparation and collection of recycling materials as required by the Village.

B. All residential units shall be provided a wheeled recycling cart and a wheeled nonrecyclable postconsumer waste cart by the Village or the Village's contracted collector. Provided carts are to be maintained by the residential unit owners and occupants in a good, clean and sanitary condition and shall not be removed from the premises by the residential unit owner or occupant. These carts shall be watertight and flyproof at all times. Covers shall be kept tightly on the carts to prevent materials from blowing or spilling. All bins/carts should be primary housed inside a building during non-pickup days. If it is impossible to house in a building, then the bins/carts must be out of sight of street. The owner shall take any reasonable steps to make sure animals are not able to disturb garbage if left outside. During winter months, the property owner must shovel out an area in which the carts/bins can be easily accessible to the disposal contractor as in summer months. If this is exceedingly difficult, the contractor may decide the route and procedures necessary to pick up carts/bins. Any litter which is strewn about the area of the bins, when placed by curb, is the responsibility of the owner or designated agent, and must be removed no later than sundown of the evening of pickup. No person shall dispose or dump nonrecyclable material in any container designed to handle or store recyclable materials. No solid waste or recyclable material shall be allowed to be disposed of in the Village which originated from outside the Village. Any item(s) which are placed outside of contractor approved cart/bin will not be picked up.

C. Properly prepared bimetal containers, container board, foam polystyrene packaging, glass containers, HDPE, LDPE, magazines, newspaper, other resins or multiple resins, PETE, plastic containers, PP, PS, PVC and aluminum cans (per Brown County Resource and Recovery Department collection discretion) within the recycling cart shall be collected at curbside according to a schedule set by the Village. In order to prevent carts from being an obstruction to snowplows and other traveling public, carts are prohibited from being placed within the roadway. The Village will not be responsible for carts that are damaged due to being struck by Village snowplows or "snow wash" resulting from plowing activity. All carts shall be placed and removed from the collection point within 24 hours of pickup.

D. Nonrecyclable postconsumer waste contained within a nonrecyclable cart shall be collected at curbside according to a schedule set by the Village. In order to prevent carts from being an obstruction to snowplows and other traveling public, carts are prohibited from being placed within the roadway. The Village will not be responsible for carts that are damaged due to being struck by Village snowplows or "snow wash" resulting from plowing activity. All carts shall be placed and removed from the collection point within 24 hours of pickup.

E. No person shall place the following materials at the curbside collection point for collection by the Village's contracted collector unless the person has made separate arrangements for the collection at the person's own expense:

- (1) Nonseparated recyclable and nonrecyclable postconsumer waste;
- (2) Hazardous waste as defined in Wis. Stats. § 291.01(7);
- (3) Paint or stain (latex-based paint cans can go in the trash, as long as contents in can are dried out);
- (4) Flammable liquid;
- (5) Explosives;
- (6) Chemicals;
- (7) Carcasses;

- (8) Home generated sharps unless they are deposited in an FDA approved sharps collection container;
- (9) Infectious waste as defined by Wis. Stat. § 287.07(7)(c)1.c, and other waste that contains or may be mixed with infectious waste;
- (10) Automotive parts or accessories;
- (11) Metal;
- (12) Yard waste;
- (13) Tires;
- (14) Major appliances;
- (15) Lead-acid batteries unless prior arrangements are made with the Village's collector;
- (16) Used oil filters;
- (17) Oil-absorbent materials with visible signs of free-flowing oil;
- (18) Waste oil unless prior arrangements are made with the Village's collector;
- (19) Electronic waste and devices listed in Wis. Stats. § 287.07(5);
- (20) Pesticides, excluding nonagricultural pesticide containers if properly cleaned, not contaminated, and if approved by the Village Board for separation and for recyclable material collection;
- (21) Asbestos;
- (22) Sludge wastes;
- (23) Waste from pollution control equipment;
- (24) Residue and debris from cleanup of chemical discharge or chemical residue and debris from any facility or operation using chemicals in any commercial, agricultural or industrial processes;
- (25) Ash waste;
- (26) Hazardous and toxic demolition and construction waste;
- (27) Septage (human or otherwise) waste;
- (28) Animal fecal waste;
- (29) Wood treated with chemical preservatives;
- (30) Contaminated recyclable material as determined by the Village Board or its contractor;
- (31) Drug waste (shall be disposed of at any authorized location with designated and appropriate facilities for drug waste disposal).

§ 248-23. Responsibilities of owners or designated agents of multiple-family dwellings.

A. Responsibilities.

(1) The owner of a multifamily dwelling shall arrange for the removal of nonrecyclable postconsumer waste and recyclable materials specified in § 248-18A(1) through (10) from the multifamily dwelling at the owner's expense. The owner or designated agent of a multifamily dwelling shall provide adequate separate containers for the disposal of both nonrecyclable postconsumer waste and those recyclable materials specified in § 248-18A(1) through (10). A nonrecyclable postconsumer waste container and recyclable material container of at least 25 gallons each shall be provided per dwelling unit, or dumpsters may be provided using this size equivalency. Nonrecyclable postconsumer waste shall be removed and disposed of by a collector at the owner's expense at least once each week. Recyclable materials specified in § 248-18A(1) through (10) shall be removed by a collector at the owner's expense at least once every other week. To ensure compliance, the owner of a multifamily dwelling shall provide the Village with a copy of its current collection contract within five business days of a written request from the Village. The Village may at any time require the owner of a multifamily dwelling to increase container sizes or dumpster equivalency and/or frequency of collection to avoid nuisances such as fugitive debris or other aesthetic issues.

(2) All recyclable and nonrecyclable containers shall be placed and maintained within a three-sided enclosure and enclosed on the fourth side with a gate to contain garbage, refuse, waste, recycling and other debris. The enclosure shall be a minimum of 30 feet by 10 feet, it must be at least 10 feet from any other structure, per NFPA 1 (most recent addition), and it must meet accessory structure regulations of Chapter 295, Zoning. The screening shall consist of a solid fence constructed of masonry or commercial-grade wood fencing, and shall be a minimum of six feet and a maximum of eight feet tall. This fence shall be constructed in such a manner so as to prevent paper, debris, and other refuse material from being blown through the fence. The owner of a multifamily dwelling shall be responsible for full compliance with the requirements of this article.

(3) The owner or designated agent may apply for a special exception from the Village regarding the minimum size of containers and/or the minimum size of the enclosure. The Village may grant a special exception if the applicant clearly shows that this article requirement creates an unnecessary hardship and granting the variance will not harm the public interest or undermine the purposes of this article.

B. The owner or designated agent of a multifamily dwelling shall do all of the following:

(1) Provide adequate, separate containers for the recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:

- a. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
- b. The ratio of trash container volume to recycling container volume is at most 2:1.
- c. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.

(2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.

(3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.

(4) Notify tenants which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.

C. The requirements specified in Subsection A do not apply to the owner or designated agent of a multifamily dwelling if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in § 248-18 from solid waste in as pure a form as is technically feasible.

§ 248-24. Responsibilities of owners or designated agents of nonresidential facilities and properties.

A. Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in § 248-18A(1) through (10):

(1) Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.

(2) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.

(3) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.

(4) Notify users, tenants and occupants which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.

B. The requirements specified in Subsection A do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in § 248-18A(1) through (10) from solid waste in as pure a form as is technically feasible.

§ 248-25. Responsibilities of occupants of multifamily dwellings and nonresidential facilities and properties.

In addition to the responsibilities set forth in §§ 248-18, 242-20 and 248-22, occupants of multifamily dwellings and nonresidential facilities and properties shall, at their expense, arrange for the proper collection and disposal of their solid waste that is not postconsumer waste, such as hazardous waste, paint, stain, flammable liquid, explosives, chemicals, carcasses, home-generated sharps, infectious waste, automotive parts or accessories, etc. This obligation does not relieve the owner of said premises from liability under § 248-17 for the accumulation of solid waste on the owner's premises. The owner is responsible for the timely removal and proper disposal if the occupant fails to do so. The Village shall collect from the owner all costs associated with removal and disposal of the nuisance. All unpaid charges and fines will be placed on the tax roll. The owner's recourse, if any, will be against the occupant.

§ 248-26. Prohibitions on disposal of recyclable materials separated for recycling.

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in § 248-18 that have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

§ 248-27. Dumping garbage, refuse and waste.

A. No person may deposit, throw, discard, place or abandon any solid waste upon any street, court, lane, alley, business square, public enclosure, vacant lot, house yard, body of water, or any place, except in a container intended for that purpose. No person shall disturb the contents of any recyclable or nonrecyclable waste container. No person shall remove any item from recyclable or nonrecyclable carts or other waste containers located on private premises or in the public right-of-way adjacent without the consent of the occupant of the premises.

B. No person shall deposit or leave any recyclable materials or solid waste in any garbage container belonging to another person without first securing permission to use such container for disposal purposes.

C. Recyclable and nonrecyclable containers placed at public waste sites, public parks and other public areas within the Village are intended to be used for the disposal of recyclable and nonrecyclable postconsumer waste generated at, and associated with, the use of the public facility being served by those containers. No person shall deposit or leave any recyclable or nonrecyclable postconsumer waste at any public wayside or park within the Village unless the recyclable or nonrecyclable postconsumer waste was generated upon the premises being served by that container and in connection with the use of the public facility.

§ 248-28. Disposal of building wastes.

All solid waste resulting from the remodeling, construction or reconstruction of a building or structure, roadway or sidewalk shall be disposed of by the owner at the owner's expense.

§ 248-29. Right to reject materials.

The Village's contracted collector may reject any recyclable material or nonrecyclable postconsumer waste that is not prepared according to this article or other policies adopted by the Village.

§ 248-30. Residential composting.

A. Composting in all residential zoning districts shall be conducted within an enclosed container not to exceed five feet by five feet by five feet for lots less than 40,000 square feet and two five-foot-by-five-foot-by-five-foot containers for lots 40,000 square feet to 120,000 square feet. Containers shall be of a durable material including, but not limited to, rot-resistant wood or a commercially purchased composting unit which will provide for adequate aeration. Containers shall be constructed and maintained in a structurally sound manner.

B. The compost container(s) shall be located in the rear yard no closer than 10 feet to any rear or side property line nor closer than 20 feet to any habitable building, other than the resident's(s') own home.

C. Only grass clippings, leaves, weeds that have not gone to seed, nondiseased plants, trimmings less than 1/4 inch in diameter, straw, sawdust, wood ashes, fruit or vegetable scraps, coffee grounds, eggshells, paper, and commercially available compost ingredients may be placed in the compost container(s). Meat, bones, fat oils, grease, dairy products, feces, plastics or synthetic fibers shall not be placed in the compost container(s).

D. Compost materials shall be layered, aerated, moistened, turned, managed and covered during inclement weather to promote effective decomposition of the materials in a safe, secure and sanitary manner.

E. All compost containers and/or compost materials not in compliance with this section shall be declared a public nuisance and are subject to enforcement and abatement as provided in § 248-31 of this article.

§ 248-31. Enforcement; violations and penalties.

A. For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the Village of Hobart may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Village of Hobart who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection. No part of this article shall inhibit the ability of law enforcement to collect any material that may have evidentiary value.

B. Any person who violates a provision of this ordinance may be issued a citation by the Hobart-Lawrence Police Department to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.

C. Penalties for violating this ordinance may be assessed as follows:

(1) Any person who violates § 248-26 may be required to forfeit \$50 for a first violation, \$200 for a second violation, and not more than \$2,000 for a third or subsequent violation.

(2) Any person who violates a provision of this ordinance, except § 248-26, may be required to forfeit not less than \$10 or more than \$1,000 for each violation.

(3) The forfeiture and penalties provided in this section shall not be construed as prohibiting other methods of enforcing this article, including, but not limited to, penalties provided for in § 1-3 of the Village Code, injunctions and other forms of relief available to the Village.

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 21st day of July, 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 July 21, 2026.

(Seal)

Lisa Vanden Heuvel, Village Clerk

Chapter 248. Solid Waste

Article II. Recycling and Municipal Solid Waste Collection

[Adopted 5-20-2014 by Ord. No. 3-2014]

§ 248-12. Title.

The title of this article shall be "Recycling and Municipal Solid Waste Collection."

§ 248-13. Purpose.

The purpose of this article is to regulate the accumulation, separation, and disposal of solid waste within the Village and to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in Wis. Stats. §§ **287.09** and **287.11** and Wis. Admin. Code NR Ch. 544.

§ 248-14. Interpretation.

In their interpretation and application, the provisions of this article shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by statute. Where any terms or requirements of this article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this article is required by statute, or by a standard in Wis. Admin. Code NR Ch. 544 and where this article provision is unclear, the provision shall be interpreted in light of the statutes and the Wis. Admin. Code NR Ch. 544 standards in effect on the date of the adoption of this article, or in effect on the date of the most recent text amendment to this article.

§ 248-15. Statutory authority, applicability and administration.

This article is adopted under Wis. Stats. § **287.09(2)**. It is intended to apply to all persons within the Village and its provisions shall be administered by the Board, and/or other Village officials designated by the Board.

§ 248-16. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

AUTOMOTIVE ENGINE OIL

Has the meaning given in Wis. Stats. § **287.15(1)(a)**.

BIMETAL CONTAINER

A container, including beverages, that is made primarily of a combination of steel and aluminum.

COLLECTOR

A person, firm or corporation licensed to collect, dispose of and/or market recyclable and/or nonrecyclable solid waste within the Village.

COMPOSTING

Biological degradation and transformation of organic solid waste under controlled conditions designed to promote aerobic decompositions and includes vermicomposting.

CONTAINER BOARD

Corrugated paperboard used in the manufacture of shipping containers and related products.

DRUG WASTE

Any medication (pill, capsule, cream, ointment, liquid, patch), prescribed or over-the-counter, which is no longer needed or wanted.

ELECTRONIC WASTE

Any electronic or electrical device(s) that have reached the end of their useful life, and that contain substantially high amounts of toxic or harmful substances. This list includes, but is not limited to: cellular phones, rechargeable batteries, fluorescent lighting and ballast, computer motherboards, televisions, any device containing mercury, or any device which has a video display.

FOAM POLYSTYRENE PACKAGING

Packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- A. Is designed for serving food or beverages;
- B. Consists of loose particles intended to fill space and cushion the article in a shipping container;
- C. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

FREE LIQUIDS

Liquids which readily separate from the solid portion of waste under ambient temperature and pressure.

GLASS CONTAINER

A glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, light bulbs, mason jars, ovenware, plate glass, safety and window glass, heat-resistant glass such as Pyrex®, lead-based glass such as crystal, or TV tubes.

HDPE

High-density polyethylene. Plastic containers made of HDPE and regulated under Wis. Admin. Code Ch. **ATCP 137** will have a triangular symbol with number "2."

LDPE

Low-density polyethylene. Plastic containers made of LDPE and regulated under Wis. Admin. Code Ch. **ATCP 137** will have a triangular symbol with number "4."

MAGAZINES

Magazines and other materials printed on similar paper.

MAJOR APPLIANCE

A residential or commercial air conditioner, clothes washer, clothes dryer, dishwasher, freezer, microwave oven, oven, stove, refrigerator, furnace, boiler, dehumidifier or water heater.

MULTIPLE-FAMILY DWELLING

A property containing five or more residential units, including those which are occupied seasonally, and all residential facilities that do not meet the definition of "residential unit," on fee simple property.

NEWSPAPER

A newspaper and other materials printed on newsprint.

NONRECYCLABLE POSTCONSUMER WASTE

Solid waste for which there exists no commercially demonstrated method of resource recovery. It does not include solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. § 291.01(7), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. § 289.01(17).

NONRESIDENTIAL FACILITIES AND PROPERTIES

Commercial, retail, industrial, institutional and governmental facilities and properties. It includes any location at which goods or services are provided or manufactured, including locations under construction, demolition or remodeling, or used for special events such as, but not limited to, fairs, festivals, port venues, conferences and exhibits.

OFFICE PAPER

High-grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

OIL-ABSORBENT MATERIALS

Materials that are used to absorb waste oil.

OIL FILTER

A filter for automotive engine oil.

OTHER RESINS or MULTIPLE RESINS

Plastic resins regulated under Wis. Admin. Code Ch. **ATCP 137** and having a triangular symbol with number "7."

PERSON

Includes any individual, corporation, limited liability company, partnership, association, local governmental unit as defined in Wis. Stats. § 66.0131(1)(a), state agency or authority or federal agency.

PETE or PET

Polyethylene terephthalate. Plastic containers made of PETE and regulated under Wis. Admin. Ch. **ATCP 137** will have a triangular symbol with number "1."

PLASTIC CONTAINER

An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale. A plastic container includes those made of PETE (No. 1), HDPE (No. 2), PVC (No. 3), LDPE (No. 4), PP (No. 5), PS (No. 6), and other resins or multiple resins (No. 7).

POSTCONSUMER WASTE

Solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. § 291.01(7), waste from construction and demolition of structures, scrap automobiles or high-volume industrial waste as defined in Wis. Stats. § 289.01(17).

PP

Polypropylene. Plastic containers made of PP and regulated under Wis. Admin. Code Ch. **ATCP 137** will have a triangular symptom with number "5."

PS

Polystyrene. Plastic containers made of PS and regulated under Wis. Admin. Code Ch. **ATCP 137** will have a triangular symptom with number "6."

PVC

Polyvinyl chloride. Plastic containers made of PVC and regulated under Wis. Admin. Code Ch. **ATCP 137** will have a triangular symbol with number "3."

RECYCLABLE MATERIALS or RECYCLABLE SOLID WASTE

Is defined by Wis. Admin. § NR 544.03(33) and includes items that are banned from land disposal and incineration pursuant to Wis. Stats. § 287.07. These items include, but are not limited to: electronic waste, lead acid batteries, major appliances, waste oil, yard waste, waste tires, aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, bimetal

containers, used oil filters, oil-absorbent materials with visible signs of free-flowing oil and electronic devices listed in Wis. Stats. § 287.07(5).

RESIDENTIAL UNIT

Each living unit in the Village of Hobart designed for permanent living quarters, including every single, two-, three- and four-family dwelling unit(s) on fee simple property.

SOLID WASTE

Any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Wis. Stats. § 283, or source material as defined in § 254.31(10), special nuclear material as defined in § 254.31(11), or by-product material as defined in § 254.31(1).

SOLID WASTE TREATMENT

Any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste.

VILLAGE'S CONTRACTED COLLECTOR

A person, firm or corporation specifically contracted by the Village to collect, dispose of and/or market certain recyclable materials and/or postconsumer waste from residential units.

WASTE OIL

Any petroleum-derived or synthetic oil that has been used or spilled.

WASTE TIRE

A tire that is no longer suitable for its original purpose because of wear, damage or defect.

YARD WASTE

Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

§ 248-17. Storing of solid waste.

Any accumulation of solid waste on any premises in the Village is declared to be a nuisance and is prohibited. The owner is responsible for the timely removal and proper disposal of solid waste from the owner's premises. Upon failure to remove the nuisance after written notice to the owner, the Village may cause the nuisance to be removed and disposed of at the owner's expense. The Village shall collect from the owner all costs associated with removal and disposal of the nuisance. All unpaid charges and fines will be placed on the tax roll.

§ 248-18. Separation of recyclable materials.

- A. All persons who generate or dispose of solid waste within the Village shall separate the following recyclable materials from nonrecyclable solid waste:
- (1) Aluminum containers;
 - (2) Bimetal containers;
 - (3) Corrugated paper or other container board;
 - (4) Foam polystyrene packaging;
 - (5) Glass containers;

- (6) Magazines (and other materials printed on similar paper);
 - (7) Newspaper (and other materials printed on similar paper);
 - (8) Office paper;
 - (9) Plastic containers;
 - (10) Steel containers;
 - (11) Electronic waste, and electronic devices listed in Wis. Stats. § **287.07(5)**;
 - (12) Lead-acid batteries;
 - (13) Major appliances;
 - (14) Yard waste;
 - (15) Waste tires;
 - (16) Used oil filters;
 - (17) Waste oil;
 - (18) Oil-absorbent materials with visible signs of free-flowing oil.
- B. The Village contracts with the Brown County Resource Recovery Department for ultimate disposal of all Village recyclable and nonrecyclable waste. Due to varying market conditions and technological upgrades, the Brown County Resource Recovery Department ultimately dictates what shall be required and/or accepted and the above list may change from time to time.

§ 248-19. Separation requirements exempted.

The separation requirements of § **248-18** do not apply to the following:

- A. Persons who send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in § **248-18** from solid waste in as pure a form as is technically feasible.
- B. Solid waste burned as a supplemental fuel at a facility if less than 30% of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
- C. A recyclable material specified in § **248-18** for which a variance has been granted by the Department of Natural Resources under Wis. Stats. § **287.11(2m)** or Wis. Admin. Code § **NR 544.14**.

§ 248-20. Care of separated recyclable materials.

To the greatest extent practicable, recyclable materials separated in accordance with § **248-18** shall be clean and kept free from contaminants such as food or product residue, oil or grease, or other nonrecyclable materials, including but not limited to: household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner that protects them from wind, rain and other inclement weather conditions. Recyclable materials, as specified in § **248-18A(1)** through **(10)**, should not be bagged prior to placement in wheeled collection cart.

§ 248-21. Management of lead-acid batteries, major appliances, waste oil, used oil filters, oil-absorbent materials with visible free-

flowing oil, electronic waste, drug waste, and yard waste.

Occupants of residential units, multiple-family dwellings and nonresidential facilities and properties shall arrange for the proper collection and disposal of lead-acid batteries, major appliances, waste oil, used oil filters, oil-absorbent materials with visible free-flowing oil and electronics with a collector at the occupant's request and expense. Yard waste may be disposed of at the Village of Hobart Yard Waste site (in accordance with established rules and regulations), removed by a collector at the occupant's request and expense, or composted pursuant to § **248-30**. Electronic waste can be disposed of at the Brown County Resource Recovery Department, or at any site which has an official program to recycle electronic waste. Drug waste, as listed in § **248-22E**, shall be deposited at any authorized location with designated and appropriate facilities for drug waste disposal.

§ 248-22. Responsibilities of residential unit owners and occupants.

- A. Except as otherwise directed by the Village, owners and occupants of residential units shall follow the preparation and collection of recycling materials as required by the Village.
- B. All residential units shall be provided a wheeled recycling cart and a wheeled nonrecyclable postconsumer waste cart by the Village or the Village's contracted collector. Provided carts are to be maintained by the residential unit owners and occupants in a good, clean and sanitary condition and shall not be removed from the premises by the residential unit owner or occupant. These carts shall be watertight and flyproof at all times. Covers shall be kept tightly on the carts to prevent materials from blowing or spilling. All bins/carts should be primary housed inside a building during non-pickup days. If it is impossible to house in a building, then the bins/carts must be out of sight of street. The owner shall take any reasonable steps to make sure animals are not able to disturb garbage if left outside. During winter months, the property owner must shovel out an area in which the carts/bins can be easily accessible to the disposal contractor as in summer months. If this is exceedingly difficult, the contractor may decide the route and procedures necessary to pick up carts/bins. Any litter which is strewn about the area of the bins, when placed by curb, is the responsibility of the owner or designated agent, and must be removed no later than sundown of the evening of pickup. No person shall dispose or dump nonrecyclable material in any container designed to handle or store recyclable materials. No solid waste or recyclable material shall be allowed to be disposed of in the Village which originated from outside the Village. Any item(s) which are placed outside of contractor approved cart/bin will not be picked up.
- C. Properly prepared bimetal containers, container board, foam polystyrene packaging, glass containers, HDPE, LDPE, magazines, newspaper, other resins or multiple resins, PETE, plastic containers, PP, PS, PVC and aluminum cans (per Brown County Resource and Recovery Department collection discretion) within the recycling cart shall be collected at curbside according to a schedule set by the Village. In order to prevent carts from being an obstruction to snowplows and other traveling public, carts are prohibited from being placed within the roadway. The Village will not be responsible for carts that are damaged due to being struck by Village snowplows or "snow wash" resulting from plowing activity. All carts shall be placed and removed from the collection point within 24 hours of pickup.
- D. Nonrecyclable postconsumer waste contained within a nonrecyclable cart shall be collected at curbside according to a schedule set by the Village. In order to prevent carts from being an obstruction to snowplows and other traveling public, carts are prohibited from being placed within the roadway. The Village will not be responsible for carts that are damaged due to being struck by Village snowplows or "snow wash" resulting from plowing activity. All carts shall be placed and removed from the collection point within 24 hours of pickup.
- E. No person shall place the following materials at the curbside collection point for collection by the Village's contracted collector unless the person has made separate arrangements for the collection

at the person's own expense:

- (1) Nonseparated recyclable and nonrecyclable postconsumer waste;
- (2) Hazardous waste as defined in Wis. Stats. § **291.01(7)**;
- (3) Paint or stain (latex-based paint cans can go in the trash, as long as contents in can are dried out);
- (4) Flammable liquid;
- (5) Explosives;
- (6) Chemicals;
- (7) Carcasses;
- (8) Home generated sharps unless they are deposited in an FDA approved sharps collection container;
- (9) Infectious waste as defined by Wis. Stat. § **287.07(7)(c)1.c**, and other waste that contains or may be mixed with infectious waste;
- (10) Automotive parts or accessories;
- (11) Metal;
- (12) Yard waste;
- (13) Tires;
- (14) Major appliances;
- (15) Lead-acid batteries unless prior arrangements are made with the Village's collector;
- (16) Used oil filters;
- (17) Oil-absorbent materials with visible signs of free-flowing oil;
- (18) Waste oil unless prior arrangements are made with the Village's collector;
- (19) Electronic waste and devices listed in Wis. Stats. § **287.07(5)**;
- (20) Pesticides, excluding nonagricultural pesticide containers if properly cleaned, not contaminated, and if approved by the Village Board for separation and for recyclable material collection;
- (21) Asbestos;
- (22) Sludge wastes;
- (23) Waste from pollution control equipment;
- (24) Residue and debris from cleanup of chemical discharge or chemical residue and debris from any facility or operation using chemicals in any commercial, agricultural or industrial processes;
- (25) Ash waste;
- (26) Hazardous and toxic demolition and construction waste;
- (27) Septage (human or otherwise) waste;
- (28) Animal fecal waste;
- (29) Wood treated with chemical preservatives;

(30) Contaminated recyclable material as determined by the Village Board or its contractor;

(31) Drug waste (shall be disposed of at any authorized location with designated and appropriate facilities for drug waste disposal).

§ 248-23. Responsibilities of owners or designated agents of multiple-family dwellings.

A. Responsibilities.

- (1) The owner of a multifamily dwelling shall arrange for the removal of nonrecyclable postconsumer waste and recyclable materials specified in § **248-18A(1)** through **(10)** from the multifamily dwelling at the owner's expense. The owner or designated agent of a multifamily dwelling shall provide adequate separate containers for the disposal of both nonrecyclable postconsumer waste and those recyclable materials specified in § **248-18A(1)** through **(10)**. A nonrecyclable postconsumer waste container and recyclable material container of at least 25 gallons each shall be provided per dwelling unit, or dumpsters may be provided using this size equivalency. Nonrecyclable postconsumer waste shall be removed and disposed of by a collector at the owner's expense at least once each week. Recyclable materials specified in § **248-18A(1)** through **(10)** shall be removed by a collector at the owner's expense at least once every other week. To ensure compliance, the owner of a multifamily dwelling shall provide the Village with a copy of its current collection contract within five business days of a written request from the Village. The Village may at any time require the owner of a multifamily dwelling to increase container sizes or dumpster equivalency and/or frequency of collection to avoid nuisances such as fugitive debris or other aesthetic issues.
- (2) All recyclable and nonrecyclable containers shall be placed and maintained within a three-sided enclosure and enclosed on the fourth side with a gate to contain garbage, refuse, waste, recycling and other debris. The enclosure shall be a minimum of 30 feet by 10 feet, it must be at least 10 feet from any other structure, per NFPA 1 (most recent addition), and it must meet accessory structure regulations of Chapter **295**, Zoning. The screening shall consist of a solid fence constructed of masonry or commercial-grade wood fencing, and shall be a minimum of six feet and a maximum of eight feet tall. This fence shall be constructed in such a manner so as to prevent paper, debris, and other refuse material from being blown through the fence. The owner of a multifamily dwelling shall be responsible for full compliance with the requirements of this article.
- (3) The owner or designated agent may apply for a special exception from the Village regarding the minimum size of containers and/or the minimum size of the enclosure. The Village may grant a special exception if the applicant clearly shows that this article requirement creates an unnecessary hardship and granting the variance will not harm the public interest or undermine the purposes of this article.

B. The owner or designated agent of a multifamily dwelling shall do all of the following:

- (1) Provide adequate, separate containers for the recyclable materials specified in § **248-18A(1)** through **(10)**;
- (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established on-premises recycling program, which materials are collected, and how to prepare the materials in order to meet the processing requirements and collection methods;
- (3) Provide educational materials to tenants with resources on proper disposal options for recyclable materials described in § **248-22E**;
- (4) Provide for the collection of the recyclable materials specified in § **248-18A(1)** through **(10)**, separated from the nonrecyclable postconsumer waste, and the delivery of the recyclable

materials to a recycling facility; and

- (5) Notify tenants of reasons to reduce solid waste and to promote recycling, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods, or sites, location and hours of operation, and a contact person or company, including a name, address and telephone number.
- C. The requirements specified in Subsection **A** do not apply to the owner or designated agent of a multifamily dwelling if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in § **248-18** from solid waste in as pure a form as is technically feasible.

§ 248-24. Responsibilities of owners or designated agents of nonresidential facilities and properties.

A. Responsibilities.

- (1) The owner of nonresidential facilities and properties shall arrange for the removal of solid waste and collection of separated recyclable materials specified in § **248-18A(1)** through **(10)** from their property at their expense. The owner or designated agent of nonresidential facilities and properties shall provide adequate separate containers for the disposal of nonrecyclable postconsumer waste and recyclable materials specified in § **248-18A(1)** through **(10)**, and shall provide resource information on how and where to dispose materials specified in § **248-22E**. Nonrecyclable postconsumer waste shall be removed and disposed of by a collector at the owner's expense at least once each week. Recyclable materials specified in § **248-18A(1)** through **(10)** shall be removed by a collector at the owner's expense at least once every other week. To ensure compliance, the owner of nonresidential facilities and properties shall provide the Village with a copy of its current collection contract(s) within five business days of a written request from the Village.
- (2) All recyclable and nonrecyclable containers shall be placed and maintained within a three-sided enclosure and enclosed on the fourth side with a gate to contain garbage, refuse, waste, recycling and other debris. The enclosure shall be a minimum of 30 feet by 10 feet, it must be at least 10 feet from any other structure, per NFPA 1 (most recent addition), and it must meet accessory structure regulations of Chapter **295**, Zoning. The screening shall consist of a solid fence constructed of masonry or commercial grade wood fencing, and shall be a minimum of six feet and a maximum of eight feet tall. This fence shall be constructed in such a manner so as to prevent paper, debris, and other refuse material from being blown through the fence.
- (3) The owner or designated agent may apply for a special exception from the Village regarding the minimum size of containers and/or the minimum size of the enclosure. The Village may grant a special exception if the applicant clearly shows that this article requirement creates an unnecessary hardship and granting the variance will not harm the public interest or undermine the purposes of this article.

B. The owner(s) or designated agent(s) of nonresidential facilities and properties shall do all of the following:

- (1) Provide adequate, separate containers for recyclable materials specified in § **248-18A(1)** through **(10)**;
- (2) Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established on-site recycling program, which materials are collected, and how to prepare the materials in order to meet the processing requirements and collection methods;
- (3) Provide educational materials to all users, tenants and occupants of the properties with resources on proper disposal options for recyclable materials described in § **248-22E**;

- (4) Provide for the collection of the materials specified in § **248-18A(1)** through **(10)**, separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility; and
 - (5) Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods, or sites, location and hours of operation, and a contact person or company, including a name, address and telephone number.
- C. The requirements specified in Subsection **A** do not apply to the owners or designated agents of nonresidential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling materials specified in § **248-18** from solid waste in as pure a form as is technically feasible.

§ 248-25. Responsibilities of occupants of multifamily dwellings and nonresidential facilities and properties.

In addition to the responsibilities set forth in §§ **248-18**, **242-20** and **248-22**, occupants of multifamily dwellings and nonresidential facilities and properties shall, at their expense, arrange for the proper collection and disposal of their solid waste that is not postconsumer waste, such as hazardous waste, paint, stain, flammable liquid, explosives, chemicals, carcasses, home-generated sharps, infectious waste, automotive parts or accessories, etc. This obligation does not relieve the owner of said premises from liability under § **248-17** for the accumulation of solid waste on the owner's premises. The owner is responsible for the timely removal and proper disposal if the occupant fails to do so. The Village shall collect from the owner all costs associated with removal and disposal of the nuisance. All unpaid charges and fines will be placed on the tax roll. The owner's recourse, if any, will be against the occupant.

§ 248-26. Prohibitions on disposal of recyclable materials separated for recycling.

No person may dispose of any recyclable materials, as defined in § **248-16**, in a solid waste disposal facility.

§ 248-27. Dumping garbage, refuse and waste.

- A. No person may deposit, throw, discard, place or abandon any solid waste upon any street, court, lane, alley, business square, public enclosure, vacant lot, house yard, body of water, or any place, except in a container intended for that purpose. No person shall disturb the contents of any recyclable or nonrecyclable waste container. No person shall remove any item from recyclable or nonrecyclable carts or other waste containers located on private premises or in the public right-of-way adjacent without the consent of the occupant of the premises.
- B. No person shall deposit or leave any recyclable materials or solid waste in any garbage container belonging to another person without first securing permission to use such container for disposal purposes.
- C. Recyclable and nonrecyclable containers placed at public waste sites, public parks and other public areas within the Village are intended to be used for the disposal of recyclable and nonrecyclable postconsumer waste generated at, and associated with, the use of the public facility being served by those containers. No person shall deposit or leave any recyclable or nonrecyclable postconsumer waste at any public wayside or park within the Village unless the recyclable or

nonrecyclable postconsumer waste was generated upon the premises being served by that container and in connection with the use of the public facility.

§ 248-28. Disposal of building wastes.

All solid waste resulting from the remodeling, construction or reconstruction of a building or structure, roadway or sidewalk shall be disposed of by the owner at the owner's expense.

§ 248-29. Right to reject materials.

The Village's contracted collector may reject any recyclable material or nonrecyclable postconsumer waste that is not prepared according to this article or other policies adopted by the Village.

§ 248-30. Residential composting.

- A. Composting in all residential zoning districts shall be conducted within an enclosed container not to exceed five feet by five feet by five feet for lots less than 40,000 square feet and two five-foot-by-five-foot-by-five-foot containers for lots 40,000 square feet to 120,000 square feet. Containers shall be of a durable material including, but not limited to, rot-resistant wood or a commercially purchased composting unit which will provide for adequate aeration. Containers shall be constructed and maintained in a structurally sound manner.
- B. The compost container(s) shall be located in the rear yard no closer than 10 feet to any rear or side property line nor closer than 20 feet to any habitable building, other than the resident's(s') own home.
- C. Only grass clippings, leaves, weeds that have not gone to seed, nondiseased plants, trimmings less than 1/4 inch in diameter, straw, sawdust, wood ashes, fruit or vegetable scraps, coffee grounds, egg shells, paper, and commercially available compost ingredients may be placed in the compost container(s). Meat, bones, fat oils, grease, dairy products, feces, plastics or synthetic fibers shall not be placed in the compost container(s).
- D. Compost materials shall be layered, aerated, moistened, turned, managed and covered during inclement weather to promote effective decomposition of the materials in a safe, secure and sanitary manner.
- E. All compost containers and/or compost materials not in compliance with this section shall be declared a public nuisance and are subject to enforcement and abatement as provided in § 248-31 of this article.

§ 248-31. Enforcement; violations and penalties.

- A. For the purpose of ascertaining compliance with the provisions of this article, any authorized officer, employee or representative of the Village Department may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer or employee of the Village who requests access for purposes of inspection. No person may obstruct, hamper or interfere with such an inspection. No part of this article shall inhibit the ability of law enforcement to collect any material that may have evidentiary value.

- B. Any person who violates a provision of this article may be issued a citation. The issuance of a citation shall not preclude proceeding under any other ordinance of law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this section.
- C. Penalties for violating this article may be assessed as follows:
 - (1) Any person who violates a provision of this article, except § **248-26**, may be required to forfeit not less than \$10 nor more than \$1,000 for each violation;
 - (2) Any person who violates § **248-26** may be required to forfeit \$50 for a first violation, \$200 for a second violation, and not more than \$2,000 for a third or subsequent violation;
 - (3) The forfeiture and penalties provided in this section shall not be construed as prohibiting other methods of enforcing this article, including, but not limited to, penalties provided for in § **1-3** of the Village Code, injunctions and other forms of relief available to the Village.



ORDINANCE 2026-12

AN ORDINANCE TO AMEND A SECTION OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN, SPECIFICALLY SECTION 1 (MAXIMUM PERMISSIBLE SPEEDS ON AREA ROADS) OF ARTICLE I (SPEED ZONES) OF CHAPTER 264 (VEHICLES AND TRAFFIC)

Purpose: The purpose of this Ordinance is to lower the speed limit on a Cyrus Drive from the current 45 mph to 35 mph.

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

Section 1: Section 1 (Maximum permissible speeds on area roads) of Article I (Speed Zones) of Chapter 264 (Vehicles and Traffic), of the Code of the Village of Hobart, is hereby amended to read as follows:

§ 264-1 Maximum permissible speeds on area roads.

The maximum permissible speed at which vehicles may be operated on village roads located in the Village of Hobart, Brown County, which speed is herewith established as reasonable and safe pursuant to § 349.11, Wisconsin Statutes, shall be designated as twenty-five (25) miles per hour, unless designated below, subject to approval of the Department of Transportation, when required, and upon the erection of standard signs giving notices thereof:

A. Fifteen (15) miles per hour, when children are present, for all vehicles on the following specified Village roads:

That portion of Lear Lane from a point 100 feet west of the frontage of said road and Fontaine Family Park commencing to a point 100 feet east of the frontage of said road and Fontaine Family Park

That eastern lane of Adriana Court 100 feet south of the frontage of said road and Jan Wos Park commencing to the intersection of Adriana Court and Centennial Centre Boulevard, with said intersection being a roundabout

That southern lane of Centennial Centre Boulevard commencing at the intersection of Adriana Court and Centennial Centre Boulevard, with said intersection being a roundabout, to a point 100 feet east of the frontage of said road and Jan Wos Park

B. Fifteen (15) miles per hour for all vehicles on the following specified Village roads:

Four Seasons Drive

C. Thirty-five miles per hour for all vehicles on the following specified Village roads:

Birch Drive
Birch Lane
Centennial Centre Boulevard
Centerline Drive
Cyrus Drive
East Adam Drive
Edgar Drive
Florist Drive
Forest Road
Haven Place
Hidden Trail
Hill Drive
North Overland Road from Trout Creek Road to Triangle Drive
North Pine Tree Road
Shady Drive
Scheuring Road
South Pine Tree Road from County Highway EE to Nathan Drive/Schuering Road
Sunlite Drive
Trout Creek Road from Riverdale Drive (CTY Road J) west to North Overland Road
West Adam Drive (east of South Pine Tree Road to County Highway U)

D. Forty-five miles per hour for all vehicles on the following specified Village roads:

Fernando Drive (West of S. Pine Tree)
Luther Drive
North Overland Road from HWY 54 to Trout Creek Road
Nathan Drive
Noah Road
South Overland Road
Trout Creek Road from North Overland Road to County Highway U (County Line Road)
West Adam Drive (west of South Pine Tree Road)

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 21st day of July, 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 July 21, 2026.

(Seal)

Lisa Vanden Heuvel, Village Clerk



POLICY 2026-05 (PENNY POLICY)

PURPOSE: To establish procedures and guidelines for cash payments that directly involve the exchanging of pennies.

A. INTENT AND APPLICABILITY

This Penny Policy ("Policy") establishes procedures and guidelines for cash payments accepted by or on behalf of, the Village of Hobart ("Village"). The primary objective of this Policy is to accommodate the decision of the United States Treasury to stop penny production on November 12, 2025 as it relates to cash payments received by the Village.

B. DEFINITIONS

The following definitions shall apply to the Policy.

PAYMENT

Any monies received by the Village of Hobart for single occurrence items such as citations, forfeitures, licenses, or taxes, and for customers that receive Village-provided services. Payments may be provided in the form of cash, electronic checks, paper checks, credit card, debit card, and money orders.

PENNY

The United States Treasury minted coin with a value equivalent to \$0.01.

C. POLICY

1. The Village shall adhere to Wisconsin Statutes §74.11 (2) (a-b), requiring all taxes on real property and improvements on leased land to be paid in full.
2. The Village shall adhere to Village Resolution 2024-01 allowing the Village Treasurer to issue refunds for overpayments of less than ten dollars (\$10.00) only by written request.
3. The Village shall accept cash payments for single occurrence items when the exact amount is provided. If the cash payment is not in the exact amount, and exact change is unavailable, the payment amount will be rounded up to the nearest \$0.05 increment prior to change being tendered.
4. The Village shall accept cash payments for Village-provided services when the exact amount is provided. If the cash payment is not in the exact amount, and exact change is unavailable, the full payment amount will be rounded up to the nearest \$0.05 increment prior to change being tendered. The full amount which was collected shall be applied to the outstanding account balance.

D. REVIEW OF POLICY AND PROCEDURES

This policy will be reviewed as State and/or Federal regulations are revised and necessitate a change.

This policy shall take effect immediately.

This policy has been approved by the Board of Trustees of the Village of Hobart, Brown County, Wisconsin, at a regular meeting of the Board, held on July 21, 2026.

Richard Heidel, President, Hobart Village Board

Attest:

Lisa Vanden Heuvel, Village Clerk

Aaron Kramer, Village Administrator



POLICY 2026-06 (NOTARY POLICY)

PURPOSE: To establish procedures and guidelines for notary services performed by Village of Hobart Staff.

A. INTENT AND APPLICABILITY

This Notary Policy ("Policy") establishes procedures and guidelines for notary services provided to individuals by Village of Hobart Staff. Notary services are available during normal Village Office hours if a Notary Public is available.

B. DEFINITIONS

The following definitions shall apply to the Policy

NOTARY PUBLIC ("NOTARY")

An individual appointed by the Secretary of the Department of Financial Institutions to serve the public as an impartial witness by performing notarial acts as allowed or required by law. The duties and expectations of a Notary are set forth in Wisconsin Statutes Chapter 140 and Wisconsin Administrative Code Chapter DFI-CCS 25.

NOTARIAL ACT ("NOTARIZATION")

Any act that a notary public is authorized to perform, including taking an acknowledgement, administering an oath or affirmation, taking a verification upon oath or affirmation, witnessing or attesting a signature, certifying or attesting a copy or noting a protest of a negotiable instrument.

PHOTO IDENTIFICATION ("ID")

A document that includes the photograph and legal name of the holder. The photo identification must be valid and not expired. State issued driver's license, Federal, State, Military, Veteran, or Tribal organization issued identification card, green card, and U.S. or foreign passport.

WITNESS

A person required to be present during a transaction to be able to testify that the event occurred. The Village does not provide witnesses for notarial acts. A witness must be personally known to and be willing to stand up in court on behalf of the individual requesting notarization, should that become necessary in the future.

C. POLICY

(a) Notary services are provided free to individuals of the Village of Hobart for Village-related items such as licenses, or applications.

(b) Notary services shall not be provided for deeds, mortgages, or other real estate-related documents, wills, living wills, living trusts, codicils, depositions, birth certificates, marriage licenses, I-9 forms, or powers of attorney.

(c) The Village shall not provide witnesses. If the document requires a witness, the individual requesting the notary service must bring a witness with them. The witness must be personally known to the individual and willing to stand up in court on their behalf. A witness will be requested to provide proper identification.

(d) Notary service shall be declined if the document is not directly related to a Village transaction. Notaries reserve the right to decline service for any reason including but not limited to identification, circumstances or capacity of the signer to understand the proceedings, any question of authenticity, or if the Notary does not understand the document language.

C. PROCEDURES

1. The individual requesting Notarization, and witness (if applicable), shall present photo identification.
2. The Notary shall follow proper ceremony and confirm that all necessary statements are complete.
3. The individual, and witness (if applicable), shall sign the document in all appropriate locations.
4. The Notary shall sign the document, affix a legible impression of their stamp/seal to the document, complete the proper written certificate language, and indicate their commission expiration date by all appropriate signatures.

D. REVIEW OF POLICY AND PROCEDURES

This policy will be reviewed as State or Federal regulations are revised and necessitate a change.

This policy shall take effect immediately.

This policy has been approved by the Board of Trustees of the Village of Hobart, Brown County, Wisconsin, at a regular meeting of the Board, held on July 21, 2026.

Richard Heidel, President, Hobart Village Board

Attest:

Lisa Vanden Heuvel, Village Clerk

Aaron Kramer, Village Administrator

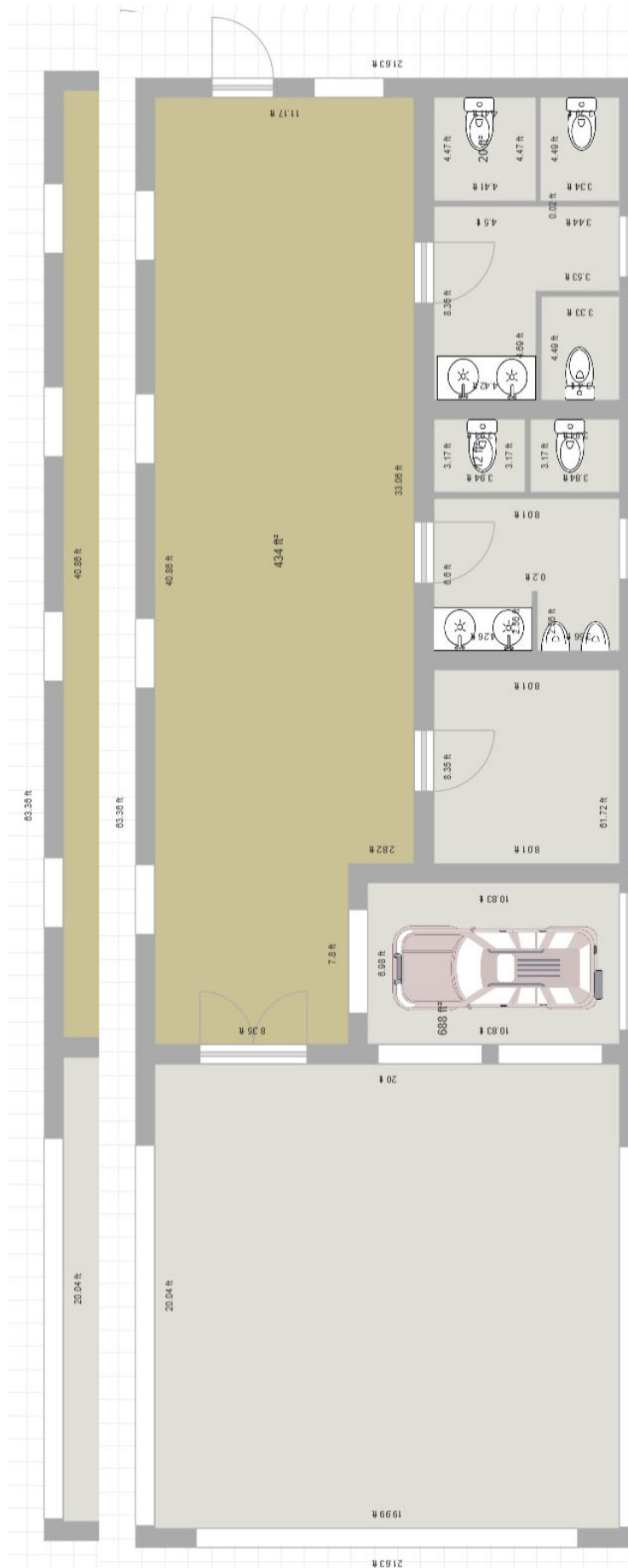
VILLAGE OF
HOBART
GREATNESS IS GROWING
MEMORANDUM

TO: Village Board
FROM: Aaron Kramer, Village Administrator
RE: Sorenson Park Pavilion
DATE: July 21st 2026

BACKGROUND

Staff is seeking authorization to contract with Bayland Buildings to do architectural drawings so the Sorenson Park Pavilion can be bid out and/or constructed internally with Village employees. The proposed building measures 22' by 63'. It includes an outdoor and indoor gathering areas, as well as bathrooms and a storage room. An indoor display of the Sorenson family tractor (to recognize the agricultural heritage of the property) is included as well (the rendering on Page 2 depicts a car in place of the tractor).





RECOMMENDED MOTION

* To contract with Bayland Buildings, for a sum not to exceed \$3,500, to architecturally design the Sorenson Park Pavilion as presented to the Village Board.



VILLAGE OF HOBART - NOTICE OF PUBLIC HEARING

AUGUST 4TH 2026 (6:00 PM)

2990 South Pine Tree Road, Hobart WI 54155

The Hobart Village Board will hold the following Public Hearing on Tuesday August 4th 2026 at 6:00 p.m. at the Village Office (2990 South Pine Tree Road, Hobart WI 54155) for the purpose of gathering input on the following:

- Ordinance 2026-09 (AN ORDINANCE AMENDING SECTION 8 (DEFINITIONS) OF ARTICLE III (TERMINOLOGY) OF CHAPTER 295 (ZONING)) - The purpose of this Ordinance is to modify the definitions for both in-home and commercial child care facilities so as to be in compliance with state regulations. The only notable change that would affect the Village would be the increase in the number of children permitted in a home based child care establishments.
- Ordinance 2026-10 (AN ORDINANCE AMENDING SECTION 356 (ADMINISTRATION) OF ARTICLE XXXIII (SITE REVIEW/DEVELOPMENT AND DESIGN STANDARDS) OF CHAPTER 295 (ZONING)) - The purpose of this Ordinance is to allow the Site Review Committee to grant exceptions to the standards set in the Design Standards where developments have unique conditions that may conflict with the standards for site review.

The materials for the hearing will be available on the Village website at www.hobartwi.gov/village-board and at the Village office for public inspection starting July 24th 2026 during regular office hours. Office hours are Monday through Thursday from 7:30 a.m. to 4:00 p.m. and Friday from 7:30 a.m. to 11:00 a.m. The Village Board will take comments from the public and act on the proposed item at the board meeting immediately following the public hearing.

Lisa Vanden Heuvel, Hobart Village Clerk

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