



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 August 18th 2026**, at 6:00 P.M. at the Village Office (2990 South Pine Tree Road). NOTICE OF POSTING:
Posted August 14th 2026, at the Hobart Village Office and on the village website.

MEETING NOTICE – VILLAGE BOARD (Regular)

Date/Time: Tuesday August 18th 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 3); B. VILLAGE BOARD: Minutes of August 4th 2026 (Regular) (Page 7); C. POLICE COMMISSION: Minutes of April 8th 2026 (Page 10)

6. ITEMS REMOVED FROM CONSENT AGENDA

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

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

A. INFORMATION

1. 2026 Village Equalized Valuation (Page 12) – The Village of Hobart experienced another significant increase in its Equalized Value ("value"). The 2026 overall value of the Village is \$1,788,241,500, seven (7) percent more than 2025's value (\$1,677,209,000). The Village's \$69.63 million of net new construction is a record. The percentage increase (4.16%) is also more than twice that of Brown County' (1.98%).
2. July 31st Village Account Balances (Page 21)

9. COMMITTEE REPORTS AND ACTIONS

10. OLD BUSINESS

A. 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 22)

The purpose 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 Board postponed action on the ordinance at its August 4th meeting.

11. NEW BUSINESS

A. DISCUSSION AND ACTION – Village Engineering Services

The Village Board, earlier this year, issued a Request for Proposals (RFP) for the Village's engineering services. Ten (10) firms submitted RFPs; four (4) were interviewed. The recommendation of the interview committee will be presented to the Board tonight.

B. DISCUSSION AND ACTION - Fire Department Automatic Aid Agreement (Page 36)

This updated agreement, part of the reporting system requirement to the National Emergency Response Information System (NERIS), is required by the state for all fire incidents. The agreement has several procedural changes, and adds three more departments to the FRFD: Morrisons, Greenleaf, and Wrightstown. Staff is seeking authorization to sign and return.

C. DISCUSSION AND ACTION – Authorization to Negotiate the Addition of the Town of Freedom to the Hobart-Lawrence Police Department in 2027 (Page 44)

The Hobart-Lawrence Police Department (HLPD) was recently approached by the Town of Freedom to develop a proposal for contracted law enforcement services. As Freedom plans for future growth, Town officials requested a service model that provides professional police services while remaining fiscally responsible. The addition of the Town of Freedom to Police Department would be the first change in the structure and service area of HLPD since it was created more than twenty (20) years ago.

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

E. ADJOURN to CLOSED SESSION:

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

F. CONVENE into open session.

G. ACTION from closed session.

12. ADJOURN

Aaron Kramer, Village Administrator

UPCOMING BOARD MEETINGS

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

Tuesday September 15th 2026 (6:00 PM) – Regular Board Meeting at Village Office (2990 South Pine Tree Road)

Tuesday October 6th 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.

8/12/2026

2:28 PM

Check Register - Quick Report - Regular

Page: 1

ALL Checks

ACCT

CHECKING

Dated From: 8/18/2026

From Account:

Thru: 8/18/2026

Thru Account:

Check Nbr	Check Date	Payee	Amount
71373	8/18/2026	ALICIA BAUER REFUND - CANCELLED BUILDING PERMIT	262.80
71374	8/18/2026	AQUALIS SANITARY SEWER CLEANING & TELEVISIONING	26,421.18
71375	8/18/2026	BADGER LABORATORIES & ENGINEERING CO INC MULTIPLE INVOICES FOR WATER TESTING	2,890.00
71376	8/18/2026	BAYSIDE PRINTING LLC WATER METER RECORD CARDS -500	90.84
71377	8/18/2026	BOBCAT PLUS DITCH MOWER BLADES	491.41
71378	8/18/2026	BROWN COUNTY TREASURER - COURT PAYMENTS JULY2026 FINES & SURCHARGES	983.09
71379	8/18/2026	CONWAY SHIELD INC FIREFIGHTER - LESPERANCE SHIELD	322.50
71380	8/18/2026	COUNTRY VISIONS COOPERATIVE FIELDMASTER FUEL 500.00 GALS	1,860.00
71381	8/18/2026	DEPARTMENT OF NATURAL RESOURCES J. LANCELE OPERATOR CERTIFICATION	45.00
71382	8/18/2026	DIVERSIFIED BENEFIT SERVICES INC HRA-106 ADMINISTRATIVE SERVICES	110.00
71383	8/18/2026	EMPLOYEE RESOURCE CENTER INC EMPLOYEE SERVICES - AUGUST	291.67
71384	8/18/2026	FASTENAL COMPANY FASTENERS	32.40
71385	8/18/2026	GENERAL CODE LLC SUPPLEMENT NO. 22	2,265.00
71386	8/18/2026	HSHS EWD EVIDENCE DRAWS	139.50
71387	8/18/2026	JOE'S POWER CENTER INC MOWER REPAIRS YOKE, CASTER WHEEL, SLEEVE	172.93
71388	8/18/2026	JORDAN CAPPAERT REFUND PARK DEPOSIT FROM 8-2-2026	175.00
71389	8/18/2026	JUNKIN SAFETY APPLIANCE CO PLASTIC SPLINT STRETCHER - 2	1,764.00
71390	8/18/2026	KATELYN WOJKIEWICZ REFUND PARK DEPOSIT FOR 8-9-2026	175.00
71391	8/18/2026	KEVIN BRYFCZYNSKI REFUND PARK DEPOSIT FROM 8-1-2026	175.00

8/12/2026

2:28 PM

Check Register - Quick Report - Regular

Page: 2

ALL Checks

ACCT

CHECKING

Dated From: 8/18/2026

From Account:

Thru: 8/18/2026

Thru Account:

Check Nbr	Check Date	Payee	Amount
71392	8/18/2026	KIMPS ACE HARDWARE PAINTING SUPPLIES	85.37
71393	8/18/2026	LEXINGTON HOMES INC REFUND OVERPAYMENT CLOSED UTILITY	105.97
71394	8/18/2026	LEXINGTON HOMES INC REFUND CLOSED UTILITY ACCOUNT	107.39
71395	8/18/2026	LEXINGTON HOMES INC REFUND CLOSED UTILITY ACCOUNT	140.91
71396	8/18/2026	MCALLISTER LANDSCAPE SUPPLIES PULVERIZED TOP SOIL	165.00
71397	8/18/2026	MIDWEST METER INC ARVADA III MASTER METER	949.21
71398	8/18/2026	MULTI MEDIA CHANNELS LLC LEGAL ADS 7/24/26 ORDINANCE 09-10-12-13	101.39
71399	8/18/2026	PRECISION SEALCOATING INC. STREET SWEEPING JULY - TWO SWEEPERS	9,800.00
71400	8/18/2026	ROBERT E. LEE & ASSOCIATES INC MULTIPLE PROJECTS / INVOICES	48,590.57
71401	8/18/2026	ROSE AULT REFUND - PARK DEPOSIT FOR 8-8-26	175.00
71402	8/18/2026	SCHROEDER'S FLOWERS INC FUNERAL ARRANGEMENT	113.95
71403	8/18/2026	STATE OF WISCONSIN COURT FINES & SURCHARGES JULY 2026 FINES & SURCHARGES	2,302.92
71404	8/18/2026	STORDEUR SANITATION INC PUMP HOLDING TANK AT FIRE STATION #1	180.00
71405	8/18/2026	THE HORTON GROUP INC RENEWAL OF ACCIDENT & SICKNESS INS FIRE	1,113.00
71406	8/18/2026	TLB WOOD PRODUCTS LLC PLAYGROUND MULCH	2,411.20
71407	8/18/2026	WEYERS EQUIPMENT INC MULTIPLE EQUIPMENT PARTS DITCH MOWER	70.43
71408	8/18/2026	WI DEPT OF JUSTICE - CRIME INFORMATION BUREAU BACKGROUND CHECKS - 26	182.00
71409	8/18/2026	WI HUMANE SOCIETY JULY - ANIMAL IMPOUND SERVICES	500.00
Grand Total			105,761.63

8/12/2026

2:28 PM

Check Register - Quick Report - Regular

Page: 3

ALL Checks

ACCT

CHECKING

Dated From: 8/18/2026

From Account:

Thru: 8/18/2026

Thru Account:

Amount

Total Expenditure from Fund # 001 - General Fund	13,476.96
Total Expenditure from Fund # 002 - Water Fund	4,113.45
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	26,637.05
Total Expenditure from Fund # 004 - Capital Projects Fund	2,768.05
Total Expenditure from Fund # 007 - Storm Water Fund	9,832.40
Total Expenditure from Fund # 009 - TID 2 Fund	45,822.52
Total Expenditure from Fund # 010 - Parks & Recreation	3,111.20
Total Expenditure from all Funds	105,761.63

Check Nbr	Check Date	Vendor name	Check Amount	Transaction memo
DOR072426	7/24/2026	DEPARTMENT OF REVENUE	\$ 4,383.09	07-24-26 PAYROLL
CSUP072426	7/24/2026	WI CHILD SUPPORT COLLECTIONS TRUST FUND	\$ 1,650.06	07-24-26 PAYROLL
DCOMP072426	7/24/2026	EMPOWER	\$ 1,736.12	07-24-2026 PAYROLL
EFTPS072426	7/24/2026	U.S. DEPARTMENT OF THE TREASURY	\$ 23,504.62	07-24-26 PAYROLL
HRA072726CY	7/27/2026	DIVERSIFIED BENEFIT SERVICES INC	\$ 765.19	HRA072726CY - BIESE
ALLST071426	7/29/2026	AMERICAN HERITAGE LIFE INSURANCE COMPANY	\$ 185.72	INSURANCE DEDUCTIONS AUGUST
GLOBO626	7/30/2026	GLOBO LANGUAGE SOLUTIONS LLC	\$ 95.00	TELEPHONE INTERPRETING -6-26
WRSJUL26	7/31/2026	EMPLOYEE TRUST FUNDS	\$ 36,731.68	WRS JUL 2026
DELTA0826	7/31/2026	DELTA DENTAL OF WISCONSIN	\$ 2,669.74	DENTAL AND VISION PREMIUMS AUGUST
VOIDDELTA	7/31/2026	DELTA DENTAL OF WISCONSIN	\$ (223.96)	VOID DUPLICATE CORRECTION
GFL0726	8/4/2026	GFL - GFL SOLID WASTE MIDWEST LLC	\$ 36,646.25	REFUSE & RECYCLING JULY 2026
GBMSD0726	8/4/2026	GREEN BAY METROPOLITAN SEWERAGE DISTRICT	\$ 90,312.41	SANITARY TREATMENT FEES
PAYA73126	8/4/2026	PAYA-FIRST BILLING SERVICES	\$ 7.00	TRANSACTION FEES JULY
CINTAS71526	8/4/2026	CINTAS CORP	\$ 35.51	MATS AT OFFICE 7-15-26
CSUP080726	8/7/2026	WI CHILD SUPPORT COLLECTIONS TRUST FUND	\$ 1,650.06	08-07-2026 PAYROLL
DCOMP080726	8/7/2026	EMPOWER	\$ 1,715.54	08-07-2026 PAYROLL
EFTPS080726	8/7/2026	U.S. DEPARTMENT OF THE TREASURY	\$ 22,407.48	08-07-2026 PAYROLL
HRA08072026C	8/7/2026	DIVERSIFIED BENEFIT SERVICES INC	\$ 1,500.00	HRA-08072026CY - SCHROEDER
VOID71256	8/10/2026	ALL TRAFFIC SOLUTIONS INC.	\$ (327.17)	VOID CK 71256
CALTRSOL626	8/10/2026	ALL TRAFFIC SOLUTIONS INC.	\$ 327.17	REISSUE PAYMENT I827908
DOR080726	8/11/2026	DEPARTMENT OF REVENUE	\$ 404.47	08-07-2026 PAYROLL
DOR080726C	8/11/2026	DEPARTMENT OF REVENUE	\$ 4,204.47	CORRECT 08-07-2026 PAYROLL
DOR080726V	8/11/2026	DEPARTMENT OF REVENUE	\$ (404.47)	VOID 08-07-2026 PAYROLL
WEX072026	8/14/2026	WEX - WRIGHT EXPRESS	\$ 4,469.20	FUEL JULY
71410	8/18/2026	LARSON ORCHARD APARTMENTS LLC	\$ 350,000.00	PERFORMANCE INCENTIVE
KWIK726	8/18/2026	KWIK TRIP INC	\$ 5,660.19	POLICE FUEL JULY
CLA81826	8/18/2026	CLIFTON LARSON ALLEN LLP	\$ 3,465.00	PSC RATE APPLICATION CONSULTING SERVICES
WPS82426	8/18/2026	WPS	\$ 15,427.26	UTILITIES - ALL BUILDINGS
VPS072026	8/18/2026	VANDENPLAS PORTABLE SOLUTIONS	\$ 548.00	PORTABLE TOILETS AT PARKS JULY
CULLIGAN726	8/18/2026	CULLIGAN GREEN BAY	\$ 51.92	FILTER SYSTEM OFFICE AUGUST
GBUTIL82626	8/18/2026	GREEN BAY WATER UTILITY	\$ 56,519.35	PURCHASED WATER JULY
CINTAS082726	8/18/2026	CINTAS CORP	\$ 35.51	MATS AT OFFICE
FLEET8182026	8/18/2026	ENTERPRISE-FLEET MANAGEMENT	\$ 25,255.43	FLEET LEASE 8-18-2026
NSIGHT082026	8/18/2026	NSIGHT TELESERVICE	\$ 1,200.86	BUILDING PHONE LINES
			\$ 692,608.70	



VILLAGE BOARD MINUTES (Regular)

Date/Time: Tuesday August 4th 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 6:03 pm. Dave Dillenburg, Vanya Koepke, 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: Koepke SECOND: Zittlow. VOICE VOTE: 5-0.
- 3. Pledge of Allegiance** - Those present recited the Pledge of Allegiance.

4. PUBLIC HEARINGS

A. PUBLIC HEARTING - 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 childcare 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 childcare establishment.

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

Director Gerbers explained the change to zoning code.

Appearing before the Village Board:

No one spoke.

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

B. ACTION on aforesaid agenda item

ACTION: To approve Ordinance 2026-09 (AN ORDINANCE AMENDING SECTION 8 (DEFINITIONS) OF ARTICLE III (TERMINOLOGY) OF CHAPTER 295 (ZONING)) as presented. MOTION: Koepke SECOND: Zittlow. VOICE VOTE 5-0.

C. PUBLIC HEARING - 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.

President Heidel opened the Public Hearing at 6:08 pm.

Director Gerbers explained the change to zoning code.

Appearing before the Village Board:
No one spoke.

President Heidel closed the Public Hearing at 6:11 pm.

D. ACTION on aforesaid agenda item

ACTION: To approve Ordinance 2026-10 (AN ORDINANCE AMENDING SECTION 356 (ADMINISTRATION) OF ARTICLE XXXIII (SITE REVIEW/DEVELOPMENT AND DESIGN STANDARDS) OF CHAPTER 295 (ZONING)) as presented.
MOTION: Dillenburg SECOND: Tanke. VOICE VOTE 5-0.

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

A. Payment of Invoices; B. VILLAGE BOARD: Minutes of July 21st 2026 (Regular)

ACTION: To approve A. Payment of Invoices to include manual checks. MOTION: Heidel SECOND: Dillenburg. VOICE VOTE 5-0.

ACTION: To approve B. VILLAGE BOARD: Minutes of July 21st 2026 (Regular) as presented. MOTION: Heidel SECOND: Zittlow. VOICE VOTE 3-0, Abstain: Koepke and Tanke.

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

In Person Absentee Voting is ongoing this week.

Police Commission will be held on Thursday.

There will be no Planning and Zoning Commission for August.

Site Review will be on August 19, 2026.

Park and Recreation will meet in August.

The Golf Outing will be held on August 17, 2026.

One Public Works Employee with a Public Works Truck was sent to help in Menasha/Fox Crossing last week with cleanup due to the storm.

Update of new tax base numbers.

A. INFORMATION

1. Hobart-Lawrence Police Department 2nd Quarter Report.

Chief Renkas was present to address any questions/comments from the Village Board

2. June SNBT Investment Report

Administrator Kramer reviewed the Investment Report.

9. COMMITTEE REPORTS AND ACTIONS - None.

10. OLD BUSINESS

A. 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)

The purpose 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.

ACTION: To postpone the discussion and action on 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 to the August 18, 2026 Village Board Meeting. MOTION: Heidel SECOND: Zittlow. VOICE VOTE 5-0.

B. DISCUSSION AND ACTION - ORDINANCE 2026-14 (AN ORDINANCE REPEALING AND RECREATING CHAPTER 255 (TREES))

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.

ACTION: To approve ORDINANCE 2026-14 (AN ORDINANCE REPEALING AND RECREATING CHAPTER 255 (TREES)) as presented. MOTION: Dillenburg SECOND: Zittlow. VOICE VOTE 5-0.

11. NEW BUSINESS

A. DISCUSSION AND ACTION – Proposed Data Center Ordinance

In July, the Village Board passed a one-year moratorium on the on the development of a Data Center in the Village, allowing time to draft and approve an Ordinance to regulate any such development through the Zoning Code. Tonight, staff will present the first draft of a proposed Data Center Ordinance, which would replace Article XXXVI (Temporary Moratorium on Data Center Development). It is our recommendation that the proposed Ordinance be sent to the Village Attorney for legal review and then to the Planning and Zoning Commission for their review, discussion and recommendation in August.

ACTION: To suspend the rules of regular meeting order. MOTION: Heidel SECOND: Dillenburg VOICE VOTE: 5-0.

Administrator Kramer reviewed the proposed draft Data Center Ordinance for the Village Board.

Appearing before the Village Board:
Dan Bake, 4369 Hilton Head Ct, Data Centers

ACTION: To return to the rules of regular meeting order. MOTION: Heidel SECOND: Dillenburg VOICE VOTE: 5-0.

ACTION: To submit the first draft of a proposed Data Center Ordinance to the Planning and Zoning Commission for its review and recommendation to the Village Board. MOTION: Heidel SECOND: Zittlow. VOICE VOTE 5-0.

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

Rough draft of Municipal Center recommendations will be brought to the Village Board.
Electric Bike Ordinance.

ACTION: To recess at 7:29 pm prior to going into closed session. MOTION: Heidel SECOND: Koepke. VOICE VOTE: 5-0.

C. ADJOURN to CLOSED SESSION (7:39 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: Possible Trail Agreement with the Oneida Nation and 2) Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation MOTION: Heidel SECOND: Dillenburg ROLL CALL VOTE: 5-0.

D. CONVENE into open session (10:00 PM) – MOTION: Zittlow SECOND: Heidel ROLL CALL VOTE: 5-0.

E. ACTION from closed session – None.

12. ADJOURN (10:01 PM) – MOTION: Heidel SECOND: Zittlow VOICE VOTE: 5-0.

Respectfully submitted by Lisa A. Vanden Heuvel, Village Clerk

Village of Hobart
Meeting Minutes – Wednesday, April 8, 2026 @ 6:00 PM
Village of Hobart Fire & Rescue Station #1
2703 S. Pine Tree Rd.
Hobart, WI 54115

Call to Order

The meeting was called to order by John Shimek at 6:00 PM.

Roll Call

Commissioners John Shimek, Ron Jaeger, Don Hedrick, Dave Konshak, and Larry Potter were present. Chief Renkas was in attendance.

Approval of Agenda and Certification of the Open Meeting Law Agenda Requirements

A motion to confirm certification of the open meeting law agenda requirements and approval of the agenda was made by Ron Jaeger and seconded by John Shimek at 6:00 PM. All in favor; motion carried.

Approval of Meeting Minutes

A motion was made at 6:01 PM to approve the minutes of January 14, 2026. Motion made by Ron Jaeger and seconded by Don Hedrick. All in favor; motion carried.

Old Business

Discussion was held regarding updates to the Joint Police Commission of the Village of Hobart & Town of Lawrence Rules and Regulations. John Shimek asked about page 5 where it says commission elections will be held the first meeting after April 30th. The commission held elections at its January meeting. It was agreed that the language was intended to align with other boards in the future; there is no need to repeat them today.

Ron Jaeger asked about language on page 3 relating to discipline of officers. If a complaint came in to a commissioner, would that commissioner be ineligible to participate in any future proceedings involving that information because of direct involvement with the complainant? Chief Renkas said no. Such information would be forwarded to him for internal affairs processing. If the complaint involved Chief Renkas, the commission inherently becomes involved. There is no conflict of interest.

John Shimek asked about language on page 7 concerning veterans' preferences. Chief Renkas shared that the verbiage is directly from state statute.

Larry Potter pointed out that page 6, section 2.09 says unapproved minutes should be shared with the clerk, chief, and all commissioners. The minutes are currently sent to Chief Renkas and John Shimek after each meeting. All agreed there is no need to change the distribution group. Chief Renkas shares the minutes with the clerk. The other commissioners do not want the unapproved minutes because they receive them in advance of the next meeting in the pre-meeting packet.

Chief Renkas finished the old business discussion by explaining that a change in language in the regulations involves removing the position of captain from the department's organizational chart,

replacing it with the title of assistant chief. The job duties for the position do not change, and there is not a pay increase. The modification simply matches a recent ordinance amendment and better aligns with the duties of the position. A motion to approve the change was made by Larry Potter at 6:12 PM. It was seconded by Don Hedrick. All in favor; motion carried.

New Business

Adjourned to Closed Session

A motion to adjourn to closed session was made by Don Hedrick at 6:15 PM, seconded by John Shimek. All in favor; motion carried.

Convened to Open Session

A motion to convene to open session was made by Ron Yeager at 7:11 PM, seconded by Don Hedrick. All in favor; motion carried.

Action from Closed Session

Following discussion in closed session, a successful candidate for the vacant officer position was identified contingent on the successful completion of a psychological exam, medical exam, drug screen, and passing of the law enforcement reciprocity exam. The recommendation was given to Chief Renkas. A motion was made by Ron Jaeger at 7:12 PM, seconded by John Shimek. All in favor; motion carried.

Adjournment

A motion to adjourn the meeting was made at 7:14 PM by Larry Potter, seconded by Ron Jaeger. All in favor; motion carried.

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

TO: Village Board
FROM: Aaron Kramer, Village Administrator
RE: 2025 Village Equalized Values
DATE: August 20th 2024

BACKGROUND

Property value is the dollar-value placed on land and buildings for the purposes of administering property taxes. The two commonly-used methods of valuing property in Wisconsin are "assessed" and "equalized." Assessed valuation is property value as determined by the local municipal assessor on January 1 in any given year. Equalized valuation results when the Department of Revenue (DOR) applies an adjustment factor to the assessed value. The adjustment factor incorporates, among other elements, actual property sales in the municipality during the past year and is meant to ensure each type of property has comparable value regardless of local assessment practices.

Fair Market Value: Most state computations use equalized value, otherwise known as "fair market" value. Fair market value can be further defined as the value that would be agreed upon between a willing buyer and a willing seller in an "arm's length" transaction where neither is required to act. (Source: Wisconsin Department of Public Instruction)

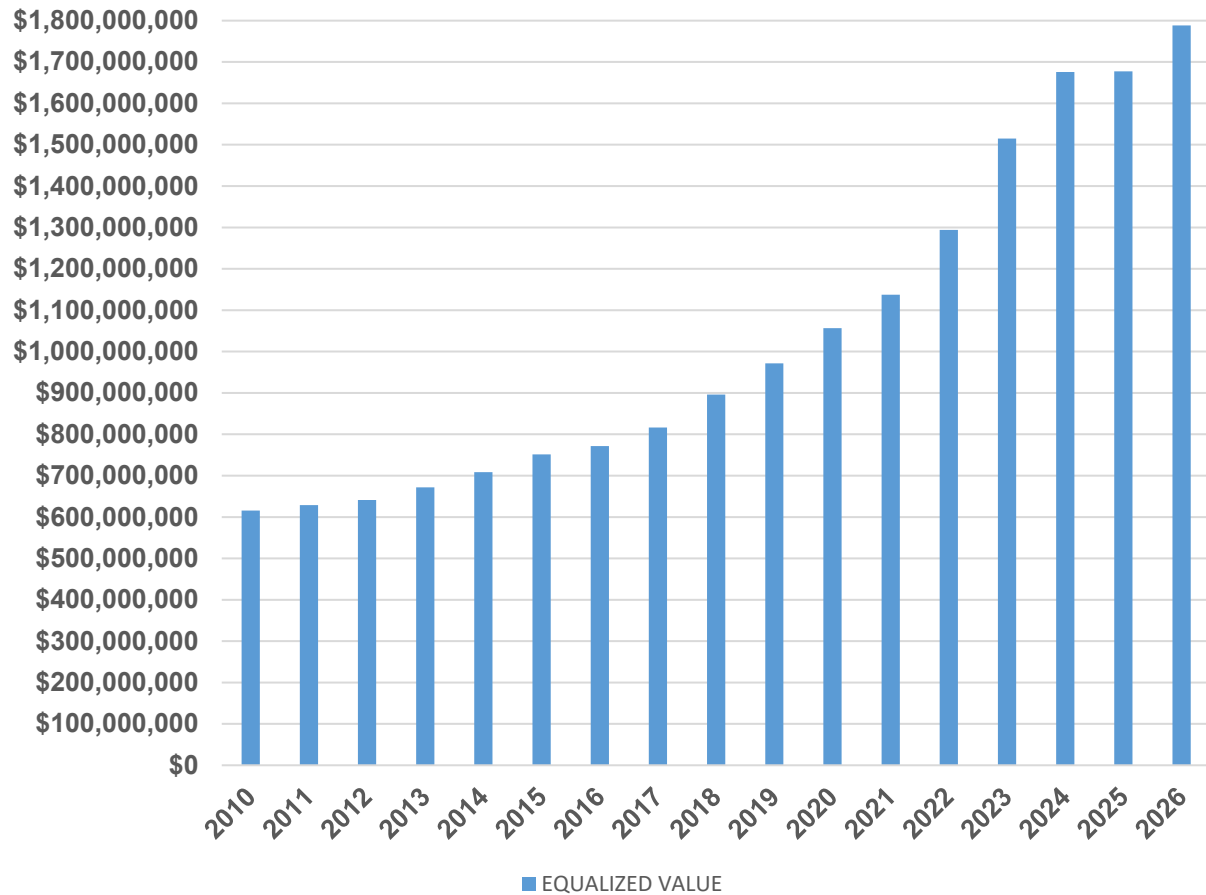
OVERALL GROWTH OF TAX BASE

After a short period of low growth, the Village of Hobart experienced another significant increase in its Equalized Value ("value"). The 2026 overall value of the Village is \$1,788,241,500, a seven (7) percent increase from 2025's value of \$1,677,209,000. The Village has not seen a decrease in its equalized valuation since 2010. The vast majority in the total equalized value is residential (\$1.315 billion, 6 percent increase over 2025), followed by commercial (\$408.8 million, 9 percent increase) and industrial (\$47.9 million, 1 percent increase). The chart below shows the Village's growth over the past 10 years:

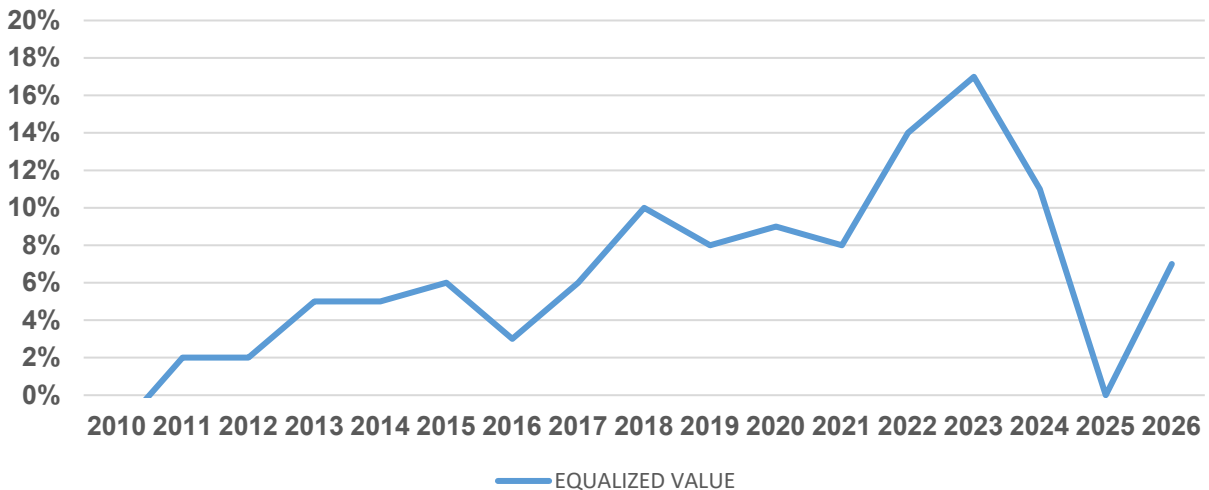
Year	Residential	Commercial	Manufacturing	Total	Change
2026	\$1,315,635,000	\$408,802,700	\$47,834,200	\$1,788,241,500	7%
2025	1,237,604,700	376,552,800	47,322,900	1,677,209,900	0%
2024	1,267,674,900	345,792,900	46,084,200	1,675,587,900	11 %
2023	1,156,144,600	291,712,500	44,514,300	1,514,933,400	17 %
2022	987,006,100	242,030,700	43,015,800	1,293,863,100	14 %
2021	872,935,400	202,954,800	41,559,900	1,137,391,600	8 %
2020	813,044,300	185,425,100	35,920,600	1,056,501,600	9 %
2019	763,319,100	155,723,700	32,542,500	971,510,200	8 %
2018	724,342,600	136,465,500	16,826,000	895,943,900	10 %
2017	668,096,300	112,623,200	16,669,600	816,331,800	6 %
2016	637,278,900	97,559,600	15,595,400	771,684,600	3 %
2015	623,941,300	94,025,600	15,432,000	751,542,900	6 %
2014	588,448,300	74,177,400	25,320,000	708,237,100	5 %

2013	567,143,500	60,315,500	24,978,700	671,653,400	5 %
2012	546,545,000	51,863,600	24,634,400	641,048,000	2 %
2011	539,138,400	48,199,900	24,337,200	628,620,700	2 %
2010	529,857,700	47,998,100	18,740,600	615,521,000	- 2 %

EQUALIZED VALUE (BY DOLLAR)



EQUALIZED VALUE INCREASE (BY PERCENTAGE)

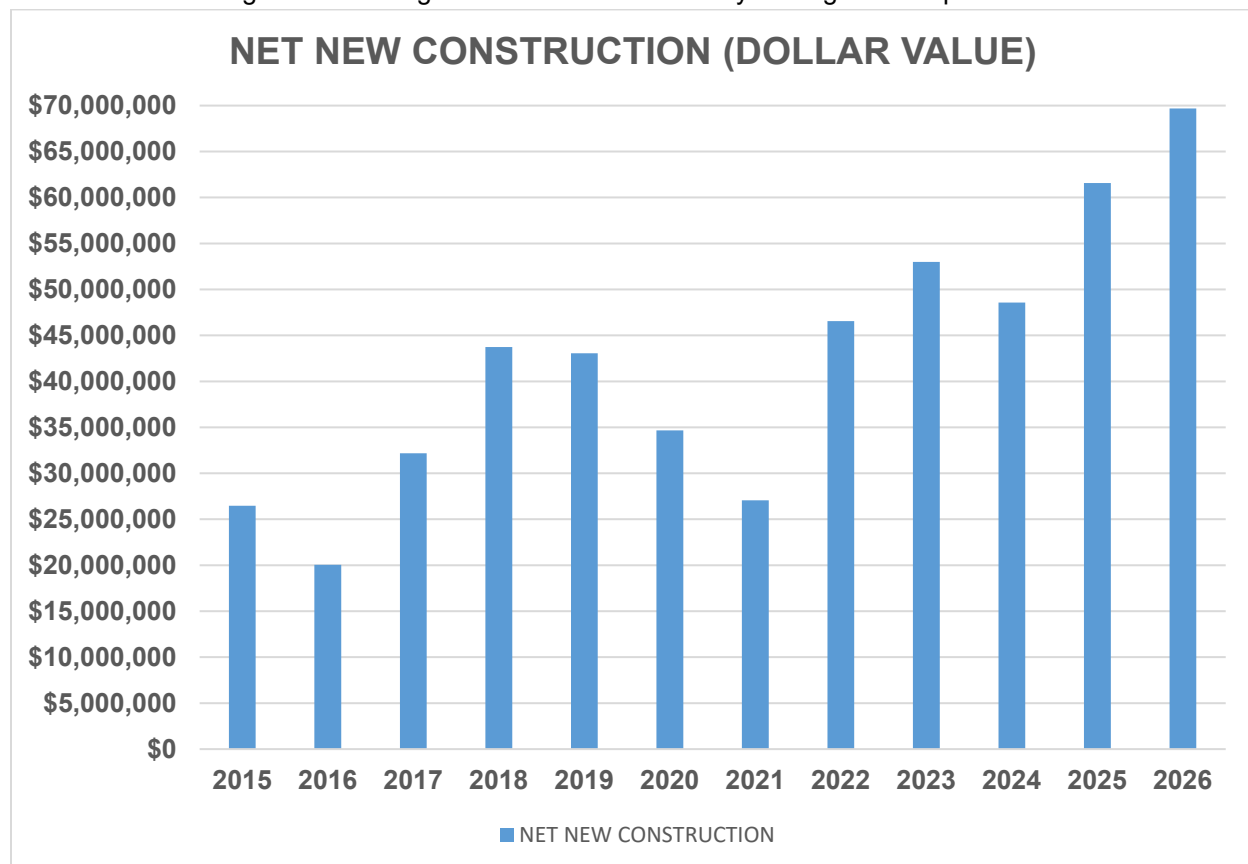


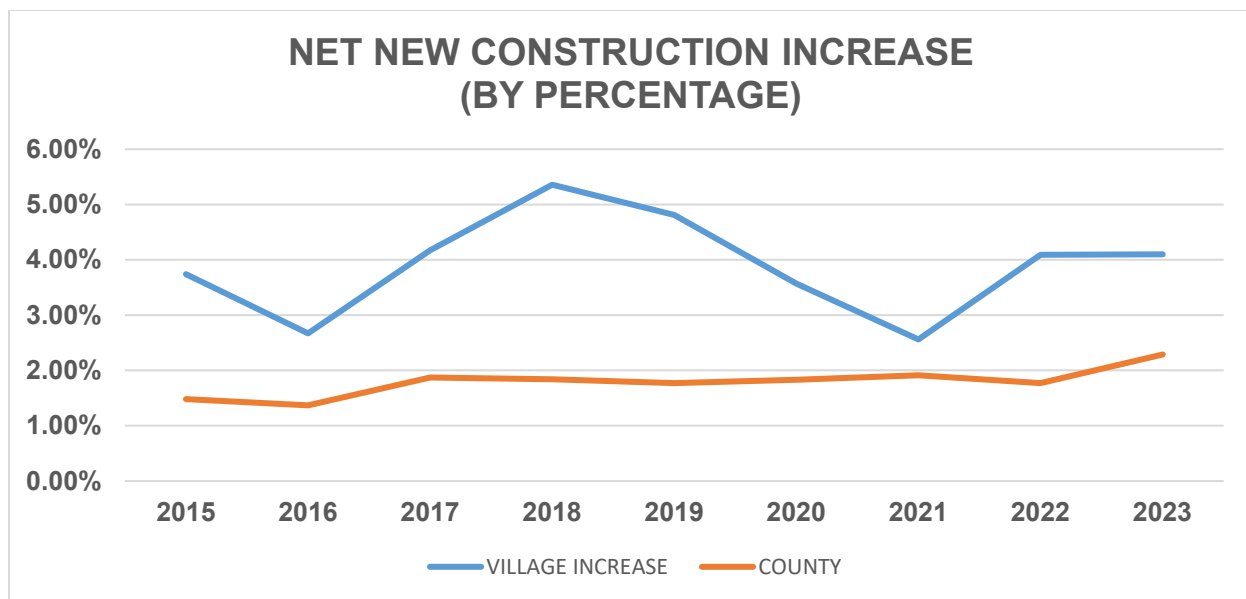
NET NEW CONSTRUCTION

The Wisconsin Department of Revenue's Equalization Bureau issues the Net New Construction Report. This report provides municipalities and counties with net new construction numbers for levy limits and the Expenditure Restraint Program (ERP). Counties and municipalities use the percentage of net new construction as a valuation factor in determining the allowable levy.

Year	Net New Construction	Hobart Percentage Change	Brown County Percentage Change
2026	\$69,691,800	4.16 %	1.98 %
2025	61,582,100	3.68 %	1.79 %
2024	48,580,000	3.21 %	2.17 %
2023	52,996,700	4.10 %	2.29 %
2022	46,548,200	4.09 %	1.77 %
2021	27,066,800	2.56 %	1.91 %
2020	34,673,700	3.57 %	1.83 %
2019	43,054,600	4.81 %	1.77 %
2018	43,738,800	5.36 %	1.84 %
2017	32,186,500	4.17 %	1.87 %
2016	20,054,900	2.67 %	1.37 %
2015	26,472,500	3.74 %	1.48 %

The Village's \$69.63 million of net new construction is a record for the Village, the second consecutive year a record has been set. The percentage increase (4.16%) is the largest year-to-year increase since the 2018-2019 period. It is also more than twice that of Brown County' (1.98%). The net new construction increase in the Village has been higher than the Brown County average for the past decade.



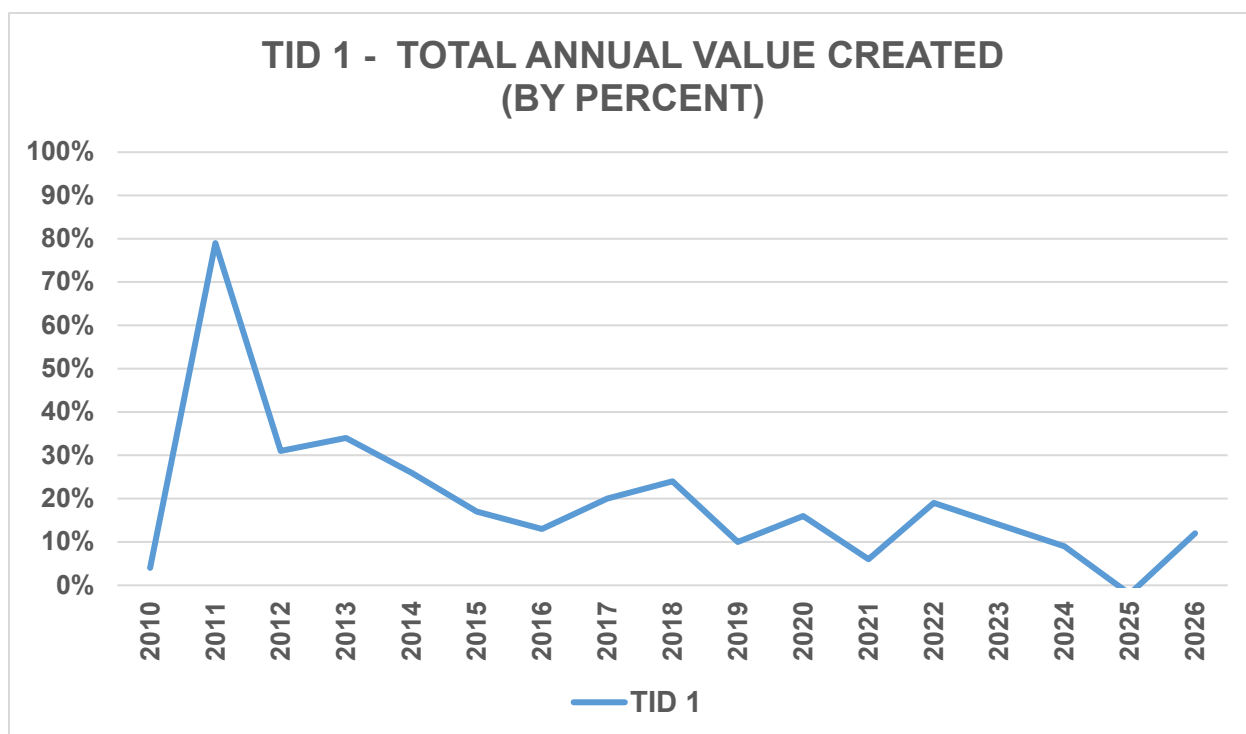
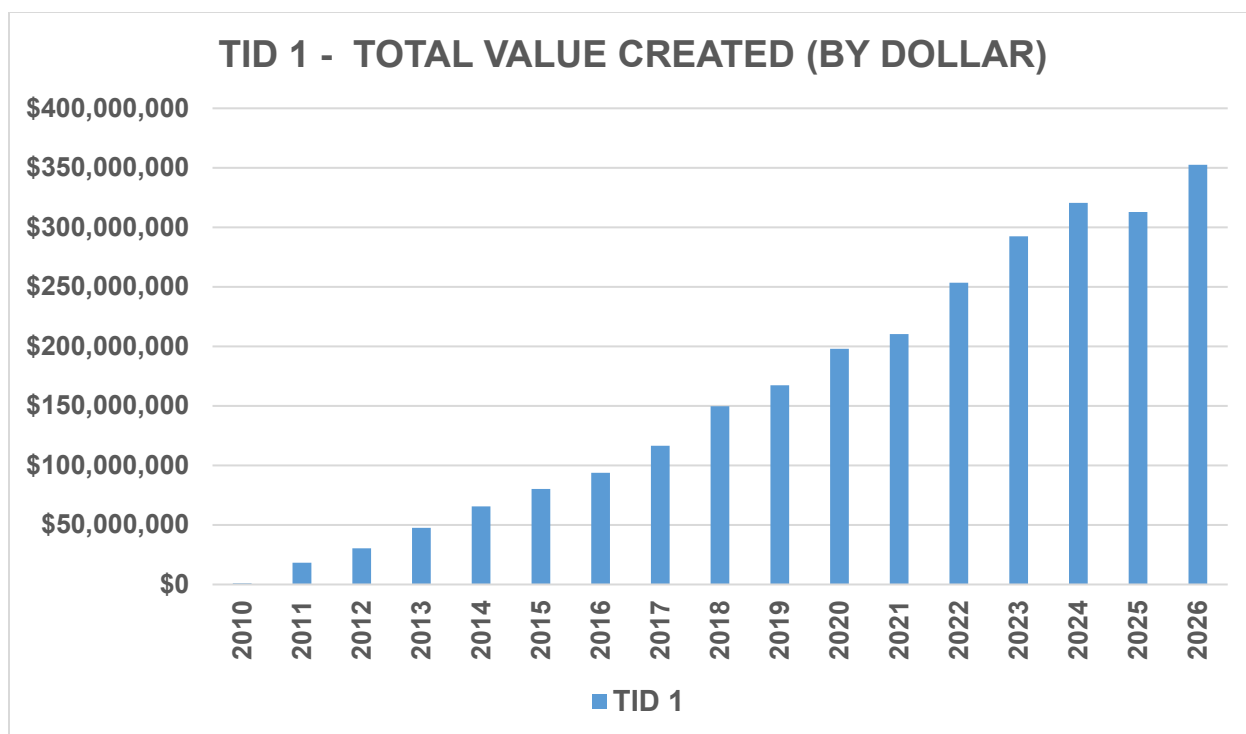


TAX INCREMENT DISTRICTS

TID #1

TID #1 saw its overall tax base increase by 12 percent to \$373,468,200, an increase of twelve (12) percent. Since its creation in 2009, TID #1 has seen an increase of \$352,476,300 in increment value (1,679%).

Year	Base Value	Total Value	Annual Increase	Annual Increase	Base Increase	Base Increase
2026	\$20,991,900	\$373,468,200	\$39,629,600	11.9%	\$352,476,300	1,679.1%
2025	20,991,900	333,838,600	-7,651,000	-2.2%	312,846,700	1,490.3%
2024	20,991,900	341,489,600	28,130,900	9.0%	320,497,700	1,526.8%
2023	20,991,900	313,358,700	38,854,000	14.2%	292,366,800	1,392.8%
2022	20,991,900	274,504,700	43,259,300	18.7%	253,512,800	1,207.7%
2021	20,991,900	231,245,400	12,287,600	5.6%	210,253,500	1,001.6%
2020	20,991,900	218,957,800	30,679,500	16.3%	197,965,900	943.1%
2019	20,991,900	188,278,300	17,558,600	10.3%	167,286,400	796.9%
2018	20,991,900	170,719,700	33,245,200	24.2%	149,727,800	713.3%
2017	20,991,900	137,474,500	22,732,200	19.8%	116,482,600	554.9%
2016	20,991,900	114,742,300	28,268,400	13.4%	93,750,400	446.6%
2015	20,991,900	101,162,100	14,688,200	17.0%	80,170,200	381.9%
2014	20,991,900	86,473,900	17,909,000	26.1%	65,482,000	311.9%
2013	20,991,900	68,564,900	17,270,900	33.7%	47,573,000	226.6%
2012	20,991,900	51,294,000	12,047,800	30.7%	30,302,100	144.4%
2011	20,991,900	39,246,200	17,355,700	79.3%	18,254,300	87.0%
2010	20,991,900	21,890,500	898,600	4.3%	898,600	4.3%

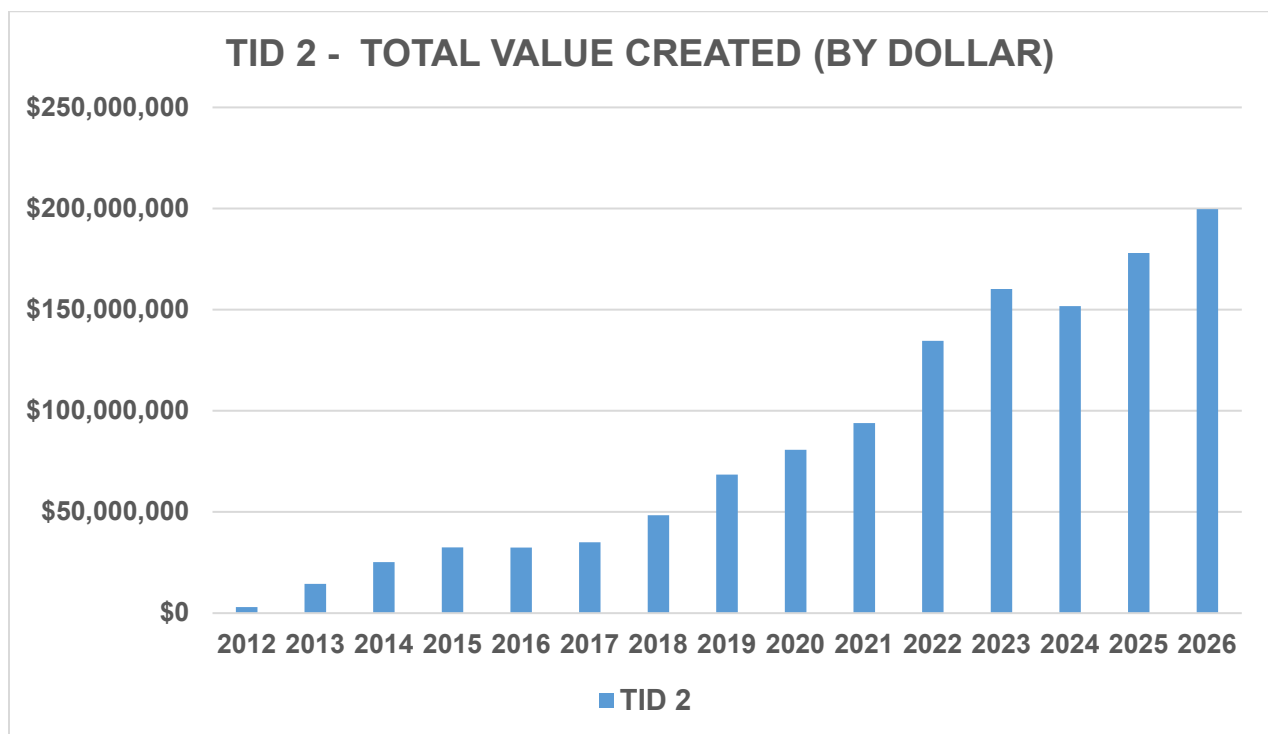


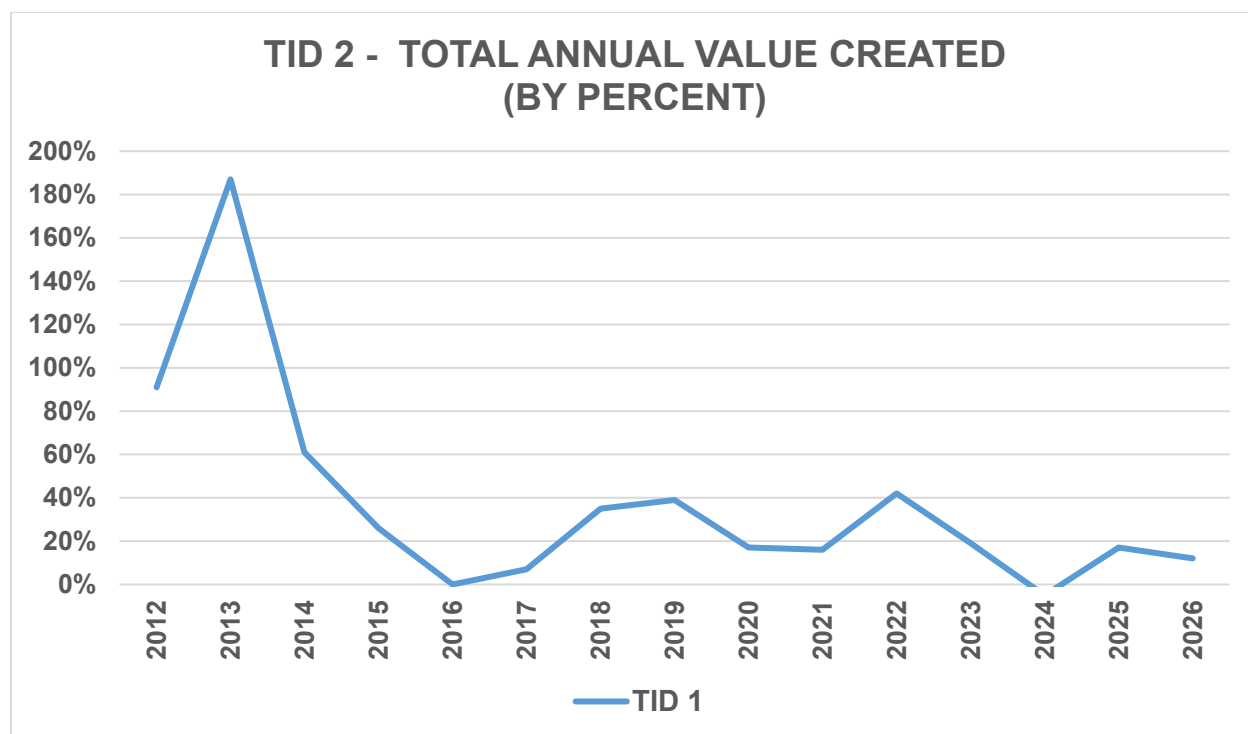
TID #2

TID #2 experienced a significant increase in its increment value of \$21.7 million, a twelve (12) percent increase over the previous year, to \$202,848,700. Since its creation in 2011, TID #2 has seen an increase of \$199,632,900 in increment value (6208%)

Combined, Hobart's two Tax Increment Districts have created \$552,109,200 in taxable property.

Year	Base Value	Total Value	Annual Increase	Annual Increase	Base Increase	Base Increase
2026	\$3,215,800	\$202,848,700	\$21,677,400	12.0%	\$199,632,900	6207.9%
2025	3,215,800	181,171,300	26,242,400	16.9%	177,955,500	5533.8%
2024	3,215,800	154,928,900	-8,512,800	-5.2%	151,713,100	4717.7%
2023	3,215,800	163,441,700	25,632,600	18.6%	160,225,900	4982.5%
2022	3,215,800	137,809,100	40,700,700	41.9%	134,593,300	4185.4%
2021	3,215,800	97,108,400	13,202,800	15.7%	93,892,600	2919.7%
2020	3,215,800	83,905,600	12,262,200	17.1%	80,689,800	2509.2%
2019	3,215,800	71,643,400	20,050,400	38.9%	68,427,600	2127.9%
2018	3,215,800	51,593,000	13,407,400	35.1%	48,377,200	1504.4%
2017	3,215,800	38,185,600	2,633,000	7.4%	34,969,800	1087.4%
2016	3,215,800	35,552,600	-114,700	-0.3%	32,336,800	1005.6%
2015	3,215,800	35,667,300	7,295,900	25.7%	32,451,500	1009.1%
2014	3,215,800	28,371,400	10,729,700	60.8%	25,155,600	782.3%
2013	3,215,800	17,641,700	11,486,500	186.6%	14,425,900	448.6%
2012	3,215,800	6,155,200	2,939,400	91.4%	2,939,400	91.4%
2011	3,215,800	3,215,800	0	NA	0	0.0%





NOTE: Please note that the above figures are “preliminary” numbers released by Wisconsin Department of Revenue.

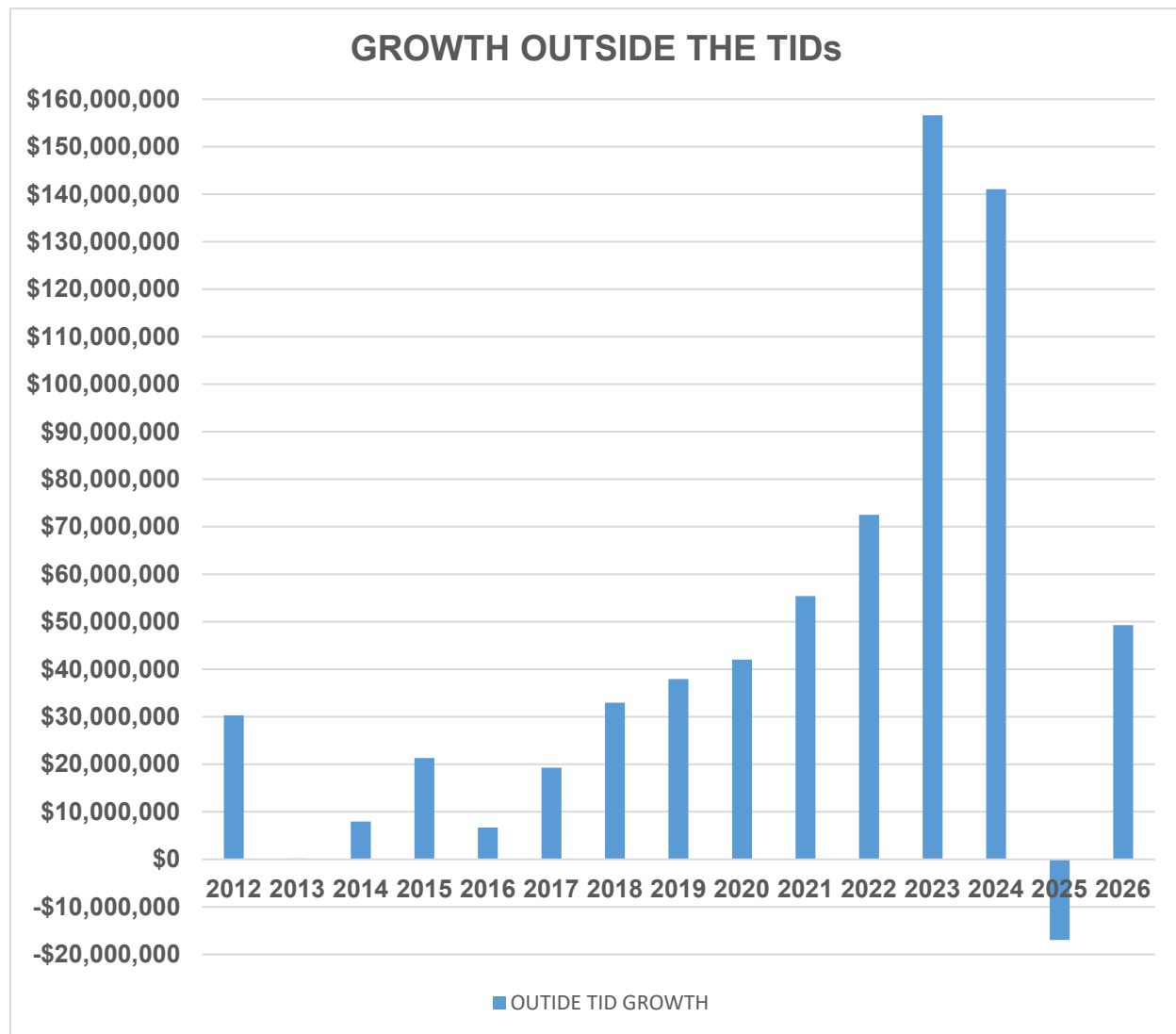
GROWTH OUTSIDE THE TIF DISTRICTS

A key component in terms of the 2027 budget process is how much of the new growth in the tax base is within and outside of the two Tax Increment Districts (TID). Of the \$1.788 billion in total equalized value, \$1,211,924,600 is located outside the two TIDs, which is the tax base that funds the General, Capital Project and Debt Service Funds. 32.2 percent of the Village’s tax base is located in TIF Districts, a increase of 1.5 percent over 2025.

Year	Overall Base Value	TID #1 Total Value	TID# 2 Total Value	TIDs Growth	Outside - TIDs	Outside Percent	Percent In TIDs
2026	\$1,788,241,500	\$373,468,200	\$202,848,700	\$61,307,000	\$49,724,600	4.3%	32.2%
2025	1,677,209,900	333,838,600	181,171,300	18,591,400	-16,969,400	-1.4%	30.7%
2024	1,675,587,900	341,489,600	154,928,900	19,618,100	141,036,400	13.6%	29.6%
2023	1,514,933,400	313,358,700	163,441,700	64,486,600	156,583,700	17.8%	31.5%
2022	1,293,863,100	274,504,700	137,809,100	83,960,000	72,511,500	9.0%	31.9%
2021	1,137,391,600	231,245,400	97,108,400	25,490,400	55,399,600	7.4%	28.9%
2020	1,056,501,600	218,957,800	83,905,600	42,941,700	42,049,700	5.9%	28.7%
2019	971,510,200	188,278,300	71,643,400	37,609,000	37,957,300	5.6%	26.8%
2018	895,943,900	170,719,700	51,593,000	46,652,600	32,959,500	5.1%	24.8%
2017	816,331,800	137,474,500	38,185,600	25,365,200	19,282,000	3.1%	21.5%
2016	771,684,600	114,742,300	35,552,600	13,465,500	6,676,200	1.1%	19.5%
2015	751,542,900	101,162,100	35,667,300	21,984,100	21,321,700	3.6%	18.2%
2014	708,237,100	86,473,900	28,371,400	28,638,700	7,945,000	1.4%	16.2%
2013	671,653,400	68,564,900	17,641,700	28,757,400	1,848,000	0.3%	12.8%
2012	20,991,900	51,294,000	12,047,800	30.7%	30,302,100	144.4%	9.0%
2011	20,991,900	39,246,200	17,355,700	79.3%	18,254,300	87.0%	6.8%
2010	20,991,900	21,890,500	898,600	4.3%	898,600	4.3%	3.6%

The 4.3 percent growth outside the TIDs reversed a one-year trend in growth decreasing outside the TIF districts.

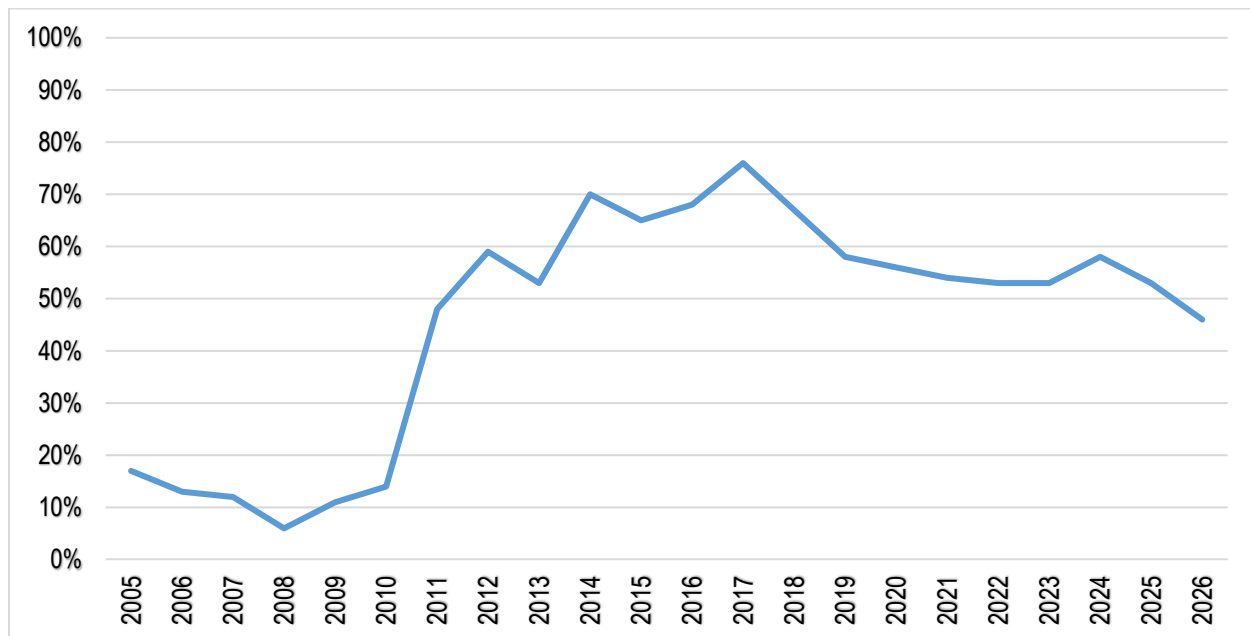
From 2010-2020, the dollar growth inside the TIDs generally exceeded the dollar growth outside. Over the past four years, growth outside the two TIF districts has exceeded the growth within the TIDs by \$166.4 million.



VILLAGE DEBT LIMIT

One measure of the Village's debt is the percentage of the legal debt margin being utilized. The Wisconsin Constitution limits the total general obligation indebtedness of a municipality to not exceed five (5) percent of the equalized value of taxable property within the municipality's jurisdiction. The Village's percent of the legal debt limit used is 53 percent (\$39.265 million) in 2026, which is five (5) percent better than the previous budget year. The projected debt limit in 2027 will be \$47,936 million, or 46 percent of our total legal limit (\$89.412 million). This will be lowest percentage of debt capacity used by the Village since 2011, and the first time it has been below the 50 percent mark since that same year. This will also be the largest amount of debt capacity, in terms of dollars, in the history of the Village.

VILLAGE DEBT PERCENTAGE OF LEGAL LIMIT (5 %)



VILLAGE DEBT TO LEGAL DEBT MARGIN HISTORY (2005-2025)

YEAR	Equalized Value	Debt Limit (5%)	Net General Obligation Debt	Available Debt Capacity	Percent of legal debt limit used
2026	\$1,788,241,500	\$89,412,075	* \$41,476,285	* \$47,935,790	* 46%
2025	\$1,677,209,900	\$83,860,495	\$44,595,019	\$39,265,476	53%
2024	\$1,675,587,900	\$83,779,395	\$48,393,922	\$35,385,473	58%
2023	\$1,514,933,400	\$75,746,670	\$39,876,980	\$35,869,690	53%
2022	\$1,293,863,100	\$64,693,155	\$34,101,516	\$30,591,639	53%
2021	\$1,137,391,600	\$56,869,580	\$30,717,530	\$26,152,050	54%
2020	\$1,056,501,600	\$52,825,080	\$29,520,124	\$23,304,956	56%
2019	\$971,510,200	\$48,575,510	\$28,217,572	\$20,357,938	58%
2018	\$895,943,900	\$44,797,195	\$30,113,636	\$14,683,559	67%
2017	\$816,331,800	\$40,816,590	\$30,936,904	\$9,789,686	76%
2016	\$771,684,600	\$38,584,230	\$26,390,938	\$12,193,292	68%
2015	\$751,542,900	\$37,577,145	\$24,404,476	\$13,172,669	65%
2014	\$708,327,100	\$35,416,355	\$24,858,326	\$10,558,029	70%
2013	\$671,653,400	\$33,582,670	\$17,959,305	\$15,623,365	53%
2012	\$641,048,400	\$32,052,420	\$19,069,391	\$12,983,029	59%
2011	\$628,620,700	\$31,431,035	\$14,973,507	\$16,457,528	48%
2010	\$615,521,000	\$30,776,050	\$4,247,569	\$26,528,481	14%
2009	\$629,680,100	\$31,484,005	\$3,435,870	\$28,048,135	11%
2008	\$631,037,600	\$31,551,880	\$1,929,760	\$29,622,120	6%
2007	\$609,943,300	\$30,497,165	\$3,540,174	\$26,956,991	12%
2006	\$622,786,100	\$31,139,305	\$4,012,393	\$27,126,912	13%
2005	\$587,198,100	\$29,359,905	\$4,902,417	\$24,457,488	17%

* - Estimated



7/31/2026

Associated Bank	
Checking	\$ 14,699.89
Investment Portfolio	\$ 2,046,536.41
Total Associated Bank:	\$ 2,061,236.30

Stephenson National Bank	
Checking	\$ 250,000.00
Sweep	\$ 196,841.32
Investment - TID Sub-Account	\$ 2,047,952.58
Investment - 102-Debt Service	\$ 520,934.99
Investment - 212-Gateway Estates	\$ 532,313.27
Investment - 213-2024A Notes	\$ 5,715,461.87
Investment - 214-2024B Notes	\$ 811,827.30
Total SNB:	\$ 10,075,331.33

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
Sanitary Sewer	\$ 180,061.64
Total ADM:	\$ 2,630,586.74

Local Government Investment Pool	
General (State Aid/Revenue)	\$ 175,703.82
Sewer Replacement (CMAR)	\$ 10,303.72
Escrow (ARPA)	\$ -
Total WI LGIP:	\$ 186,007.54

Professional Management Association	
105-TID #2	\$ 21,135.59
108-TID #1	\$ 51,135.09
202-Taxable	\$ 40,764.63
206-Southwind - TID No. 2	\$ 15,753.88
208-2021 Bond Issue #1	\$ 91.19
209-2021 Bond Issue #2	\$ 38,148.86
210-GO Prom Notes Series 2022	\$ 953,332.52
Total WISC:	\$ 1,120,361.76

FUND TOTAL: \$ 16,073,523.67

Charging Ahead: What Municipalities Can and Can't Do About E-Bikes



E-bike use is growing rapidly – and so are resident concerns. Here's how Wisconsin law distinguishes e-bikes from other vehicles, where municipalities have authority to regulate them, and where state law draws the line.

The number of electric bikes on Wisconsin streets has rapidly increased over the last few years and Wisconsin's municipalities are hearing about it. E-bike sales have climbed steadily since the pandemic, and this year's rise in gas prices has pushed them higher still. More e-bikes mean more riders of every age, skill level, and temperament, and many communities are feeling growing pains.

National studies show e-bike injuries climbing dramatically over the past five years.¹ SSM Health reported that patients discharged from Madison's St. Mary's Hospital with e-bike and scooter injuries rose more than 700% from 2014 to 2019.² E-bike riders are not necessarily more likely to crash than riders of conventional bicycles, and on a per-mile basis some studies suggest crash rates may be lower.³ But when e-bike crashes do happen, the resulting injuries are more severe on average.³

For these reasons and more, residents across the state have been asking their municipalities to do something about e-bikes. But regulating e-bikes is easier said than done. Municipalities can enforce existing state laws. But to do that, law enforcement needs to be able to tell whether something is an e-bike, a motor bicycle, a moped, or a motorcycle and know how state law regulates each of them. Municipalities can also add their own regulations to fill gaps left by state law, but they must be careful not to conflict with any state laws regulating the same conduct.

This article walks through how to identify these vehicles, how the state regulates each, and what municipalities can and cannot do to address the e-bike concerns their residents are raising.

What Is It? E-Bikes and the Vehicles They're Mistaken For

For an officer responding to complaints about a fast, silent two-wheeler, the first question that will need to be answered is what is it? From afar, it may be hard to see whether something is an e-bike, a motor bicycle, a moped, or a motorcycle. But these vehicles can all be distinguished by their top speed and motor.

Wisconsin adopted its e-bike framework in 2019 Wisconsin Act 34. Under that law, an "electric bicycle" is a bicycle

1. Namiri, et al., National e-bike injury trend study, <https://pubmed.ncbi.nlm.nih.gov/39902907/>.

2. A Fyhri 1 & T Bjørnskau, Per-distance crash rate comparison, <https://pmc.ncbi.nlm.nih.gov/articles/PMC12617241/>.

3. Ghanbari, et al., Injury severity comparison, <https://www.sciencedirect.com/science/article/pii/S2590198226002149>.

equipped with fully operative pedals and an electric motor of 750 watts or less that fits one of three classes.⁴ A Class 1 e-bike assists only while the rider pedals and stops assisting at 20 miles per hour. A Class 2 e-bike can run on motor power alone but cannot provide power above 20 miles per hour. A Class 3 e-bike assists only while the rider pedals and stops assisting at 28 miles per hour.

Based on these definitions, an e-bike can be identified by its speed and whether the rider is pedaling. Only class 2 e-bikes can provide motor power without pedaling and only up to 20 miles per hour. If you see a potential e-bike rider maintaining more than 20 miles per hour on a flat road *without* pedaling, that is not an e-bike. If they are pedaling, a class 3 e-bike can provide power up to 28 miles per hour but should cut out after that. Professional bike riders can maintain around 28 miles per hour on a flat road without assistance. So, if you see someone comfortably going 30 miles per hour or more on a flat road while pedaling, they are probably not riding an e-bike. If it's not an e-bike, the next question is whether it's a motor bicycle or moped.

Mopeds and motor bicycles are distinguished from each other based on whether their motors are an "integral part of the vehicle."⁵ A motor bicycle's motor is not an integral part of the vehicle, but a moped's motor is.⁶ The statute doesn't define what it means to be an integral part, but it likely means the motor is built into the vehicle rather than attached to it as an aftermarket item.

Mopeds and motor bicycles are both defined by the power of their motor. Neither is allowed to have a motor that is more powerful than is necessary to propel a 150-pound rider up to 30 miles per hour on a dry, level, hard surface with no wind.⁷ This means that they could theoretically go faster if the rider is lighter, there is some tail wind, or they are going down a slope. But if it looks like a bike and it's going faster than 40 miles per hour on a flat road, it is almost certainly a motorcycle.

State Regulations

An e-bike and its operator have all the same rights and privileges, and are subject to all the same duties, as a bicycle and its operator throughout the vehicle code, and an e-bike is

considered a vehicle to the same extent as a bicycle.⁸ The rules of the road that apply to bicycles also apply to electric bicycles, except as otherwise expressly provided.⁹ One of these special rules is that e-bikes cannot go on expressways or freeways where an official sign is posted prohibiting them.¹⁰

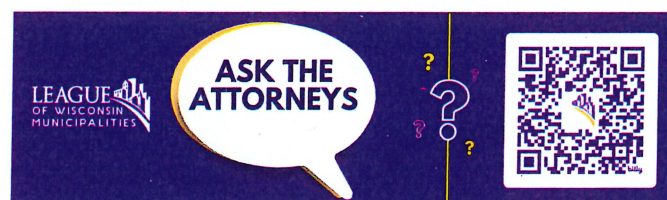
The legislature has adopted only a handful of e-bike-specific rules. E-bike riders are exempt from operator's license requirements, and e-bikes themselves are exempt from registration, certificate of title, and financial responsibility requirements.¹¹ No person under 16 may operate a class 3 e-bike, though a person under 16 may ride as a passenger on one designed to carry passengers.¹² E-bikes may be ridden with the motor engaged on bikeways, subject to local restrictions discussed below.¹³

Mopeds and motor bicycles are regulated slightly differently. Mopeds have to be registered, but motor bicycles don't.¹⁴ The rules of the road treat motor bicycles like bicycles except at crosswalks and on bicycle ways.¹⁵ On the other hand, mopeds are treated more like motorcycles with some special rules.

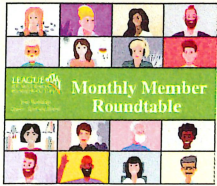
Mopeds and motor bicycles have some similarities, too. Like e-bikes, both motor bicycles and mopeds are prohibited from going on expressways or freeways where an official sign is posted prohibiting them.¹⁶ But unlike e-bikes, moped and motor bicycle riders both need a license to ride.¹⁷

Motorcycles are regulated like normal cars. They must be registered, and riders must have either a regular license with an endorsement or a special motorcycle license. They are subject to all the rules of the road as normal cars, with a few special rules.

The chart on the next page summarizes the differences between these vehicles.



Monthly Member Roundtable



**Second Tuesday
Each Month
12:00–1:00 pm**



To attend web events, join our [Member Portal](#), and then log in to the [League Learning Lab](#) with your member credentials to register for events.

4. Wis. Stat. § 340.01(15ph).

5. Wis. Stat. §§ 340.01(29m) & (30).

6. Wis. Stat. §§ 340.01(29m) & (30).

7. Wis. Stat. §§ 340.01(29m) & (30).

8. Wis. Stat. § 346.806(1).

9. Wis. Stat. § 346.02(4)(a).

10. Wis. Stat. § 346.16(2)(a).

11. Wis. Stat. § 346.806(2).

12. Wis. Stat. § 346.806(4).

13. Wis. Stat. §§ 346.806(3), 349.18(4).

14. Wis. Stat. §§ 341.25(1)(b) & 341.05(23).

15. Wis. Stat. §§ 346.02(4)(a) & 346.79(5).

16. Wis. Stat. § 346.16(2)(a).

17. Wis. Stat. § 343.05(3)(c).

	Identification		Regulation		
Vehicle	Top Speed With Assistance	Motor Type	Driver's License	Vehicle Registration	Rules of the Road
E-Bike	Class 1: 20mph pedal assist Class 2: 20mph motor alone Class 3: 28mph pedal assist	Electric, 750 watt or less	None	None	Treated as a bicycle. Barred from expressways/freeways with posted signs
Motor Bicycle	30mph under statutory test conditions	Motor NOT integral	Required	None	Like an e-bike except at crosswalks and on bicycle ways
Moped	30mph under statutory test conditions	Motor IS integral	Required	Required	Like a motorcycle, except barred from expressways/freeways with posted signs
Motorcycle	No top speed	No specific limit	Required	Required	Normal motor vehicle rules, with some special rules

The Limits on Local Power

Municipalities have the power to add regulations beyond what the state has prescribed. However, what a municipality can do in the area of traffic enforcement depends on what state law already does. If state law already regulates a given area, a municipality could pass an ordinance that essentially restates the state rule (called a “conforming” ordinance) to allow for enforcement in local municipal court, but that’s all. Municipalities are prohibited from passing a local ordinance that prohibits any conduct that state law specifically allows or allows any conduct that state law specifically prohibits.¹⁸

In *Janesville v. Walker*, 50 Wis. 2d 35 (1971), a city prohibited anyone, of any age, from possessing beer in a vehicle when a minor was present. The parallel state statute applied only to persons under 21 and required knowing possession. Because the ordinance regulated the same conduct as the statute but swept in more people and dropped the intent requirement, it was stricter than state law and, therefore, invalid.

However, if state law is silent on the conduct, the municipality has room to fill the gap, so long as the ordinance is consistent with the rest of the statutory framework. In *Janesville v. Garthwaite*, 83 Wis. 2d 866 (1978), a city prohibited unnecessary and annoying noise from squealing tires and excessive engine acceleration. State law regulated vehicle noise from horns and mufflers but said nothing about tires or acceleration. Because the ordinance addressed conduct the legislature had not regulated, and was consistent with the statute, it was valid.

What Municipalities Can Do and Have Done

Though these limits may seem restrictive, municipalities still have a wide variety of options to address concerns about e-bikes in their communities.

Target unsafe riding. Neenah, Fox Crossing, and Menasha recently enacted coordinated ordinances prohibiting unsafe e-bike operation, including clinging to moving vehicles; towing other riders; and stunt, trick, and race riding. Some of these provisions mirror existing state rules, such as the prohibition on attaching a bicycle to a vehicle on the roadway in Wis. Stat. § 346.79(4). Others, like the stunt and trick riding prohibitions, address conduct the vehicle code does not regulate.

Decide where e-bikes belong. Several statutes expressly give municipalities the power to decide where e-bikes can operate. For example, state statute prohibits riding on sidewalks unless the municipality permits it.¹⁹ A municipality may prohibit operating an e-bike with the motor engaged on bikeways under its jurisdiction.²⁰ And municipalities may prohibit bicycle traffic on designated portions of roadways where official signs are erected.²¹

Register e-bikes. A city, town, or village may by ordinance regulate the operation of bicycles and require registration of bicycles owned by residents, including a registration fee.²² Because an electric bicycle is by definition a bicycle, that registration authority covers e-bikes. Some municipalities require registration primarily as a theft protection measure, since a registered bike is far easier to identify and return.²³

18. Wis. Stat. § 349.03(1); compare *Janesville v. Walker*, 50 Wis. 2d 35 (1971) and *Janesville v. Garthwaite*, 83 Wis. 2d 866 (1978).

19. Wis. Stat. § 346.94(1).

20. Wis. Stat. § 349.18(4)(a).

21. Wis. Stat. § 346.80(4).

22. Wis. Stat. § 349.18(2).

23. See, e.g., the City of Greenfield: https://library.municode.com/wi/greenfield/codes/code_of_ordinances?nodeId=CH8TRCO_8.18REOPBI.

Others make registration voluntary and promote it for the same reason.²⁴ Registration may be even more important for e-bikes given that they can cost significantly more than a normal bicycle.

Require helmets. The legislature has not regulated bicycle helmet use, which leaves room for a local helmet requirement as gap-filling legislation.

Address reckless riding and consider impoundment. Reckless operation of e-bikes is a top concern among municipalities and their residents. State statute already prohibits endangering safety by negligent operation of a “vehicle.”²⁵ Although it isn’t clear whether an e-bike would fit the definition of a “vehicle” as used in that statute, the question may not matter in the end.

In the reckless driving statute, “vehicle” means any self-propelled device for moving persons or property or pulling implements from one place to another.²⁶ E-bikes may be partially or even fully self-propelled depending on the bike and how it is being used, but almost all e-bikes can also be operated solely on pedal power. Does that matter? No court has ruled on the question, but I would argue that all e-bikes are self-propelled because they all have a motor that can be used to propel them. The fact that you can also pedal doesn’t change that. But that’s not the only reason to think that the reckless driving statute should apply to e-bikes.

With two exceptions, Wis. Stat. § 346.02(4)(a) states that all provisions of Chapter 346 that are applicable to vehicles also apply to e-bike riders when they are on a roadway or the shoulder of a highway. The exceptions to this are when the provisions of the statute “by their express terms apply only to motor vehicles or that by their very nature would have no application to bicycles.” The reckless driving statute is contained in chapter 346 and there is no reason that it could not be applied against an e-bike, so the statute would apply to e-bike riders unless the express terms of the statute say that it only applies to motor vehicles. By its express terms, the reckless driving statute applies to vehicles, not motor vehicles. So, e-bikes should be subject to the statute just like any other “vehicle” regardless of how that term is defined.

The application of this reckless driving statute is particularly important because the legislature recently allowed municipalities to adopt ordinances allowing officers to impound any vehicle used in violating the reckless driving statute (or a conforming ordinance) at the time of citation or arrest.²⁷ The impounded vehicle may be held until towing and storage costs and any outstanding fines or forfeitures owed

by the owner are paid. This adds a powerful enforcement mechanism to municipalities’ tool belts.

What to Avoid

A few tempting tools are off the table without action by the legislature.

Age restrictions. Many complaints related to e-bikes involve minors. As a result, municipalities may be tempted to prohibit minors under a certain age from riding e-bikes. But this would pose significant risks under the limits to local powers discussed above.

State statute currently prohibits persons under 16 years old from operating a class 3 e-bike. However, the statutes contain no such limit on class 1 or 2 e-bikes. Because of this, an ordinance extending age restrictions to class 1 or class 2 e-bikes would be regulating the same conduct the legislature already addressed and prohibiting something the statutes otherwise allowed. As a result, such an ordinance would likely be invalid under *Walker*.

Licensing riders. The attorney general has concluded that cities and villages cannot license bicyclists, create bicycle courts, or impound bicycles in the absence of express legislative authorization.²⁸ The registration statute authorizes registering bicycles, not licensing the people who ride them. Some municipalities may be tempted to condition the issuance of a bike license on the completion of some kind of educational course or a test. But this would likely be seen as an attempt to license a rider rather than a bike and could be challenged on those grounds.

Conclusion

E-bikes are not going away, and the complaints probably aren’t either. Municipalities have a variety of tools to address these issues, but it will require a detailed understanding of current state regulations and a careful approach to local regulation. Done right, municipalities are well equipped to address this change in their communities.

Traffic Regulation 434



Ryan Sendelbach, Assistant General Counsel, League of Wisconsin Municipalities. Contact Ryan at rsendelbach@lwm-info.org



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24. See, e.g. the City of Stevens Point: <https://stevenspoint.com/208/Bicycle-Licenses>

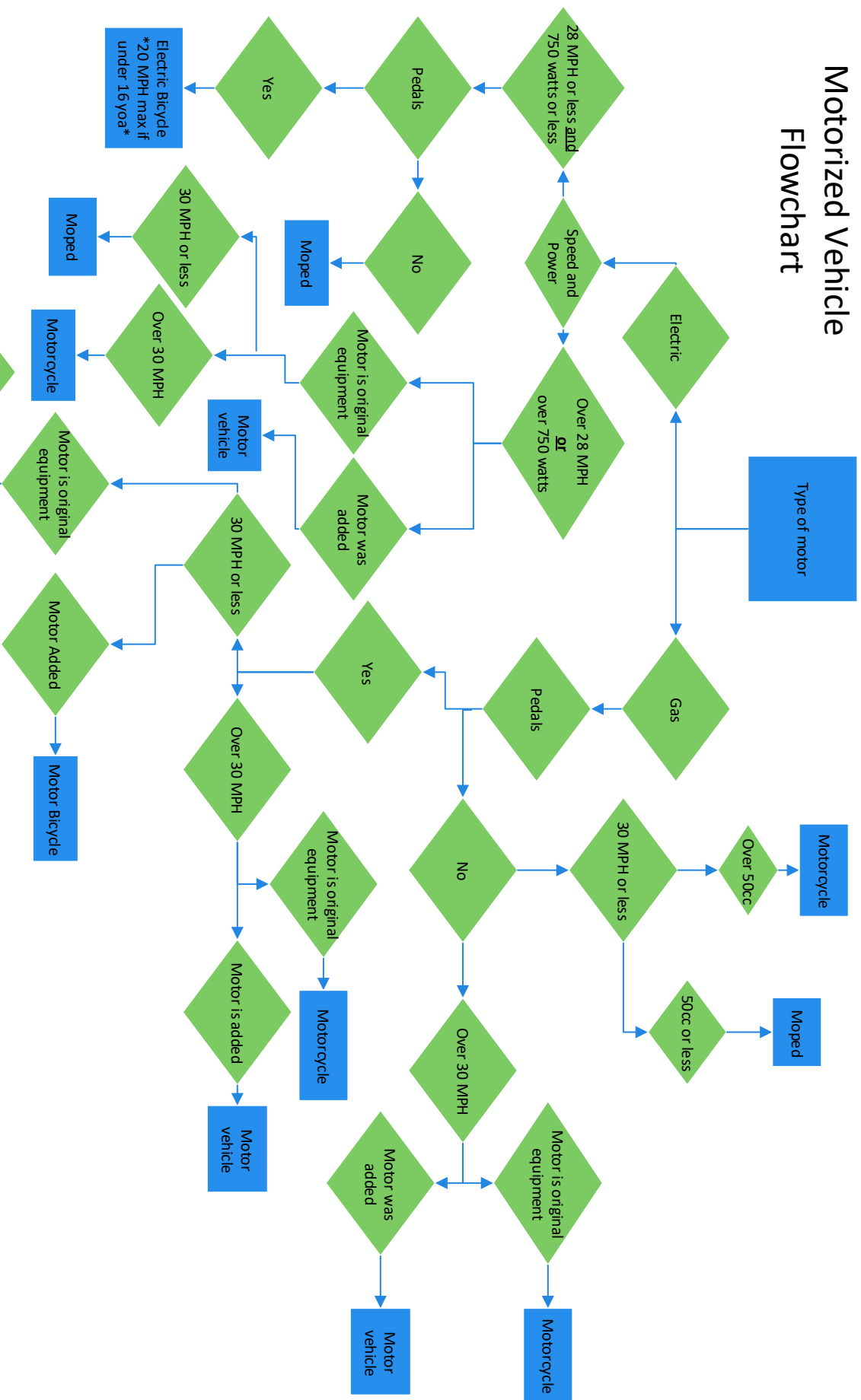
25. Wis. Stat. § 346.62.

26. Wis. Stat. §§ 346.62(1)(d), 939.22(44).

27. Wis. Stat. § 349.115.

28. 66 Op. Att’y Gen. 99 (1977).

Motorized Vehicle Flowchart



Speeds are based on what
vehicle is capable of

Vehicle	License Needed	Registration	Insurance	Equipment needed	OWI?
Electric bicycle	None	No	No	Same as bicycle	No
Motor bicycle	Class D or special restricted license	No	Yes	Same as bicycle	Yes (if under gas power)
Moped	Class D or special restricted license	Yes	Yes	Full	Yes
Motorcycle	Class M	Yes	Yes	Full	Yes



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; to reduce the risk and severity of injuries to minors through the use of appropriate protective equipment during operation; and to supplement applicable provisions of the Wisconsin Statutes. This chapter shall be construed to supplement, and not to conflict with, the Wisconsin Statutes. Nothing contained herein shall be interpreted as authorizing conduct prohibiting by state 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 and any successor provisions are hereby adopted by reference and incorporated into this chapter.

B. Additional Definitions.

BICYCLE

Every vehicle propelled by feet or hands acting upon pedals or cranks and having wheels any 2 of which are not less than 14 inches in diameter.

ELECTRIC BICYCLE

A bicycle that is equipped with fully operative pedals for propulsion by human power and an electric motor of 750 watts or less and that meets the requirements of any of the following classifications:

(1) Class 1 electric bicycle is an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

(2) Class 2 electric bicycle is an electric bicycle that may be powered solely by the motor and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

(3) Class 3 electric bicycle is an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour

ELECTRIC SCOOTER

A device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Electric scooter" does not include an electric personal assistive mobility device, motorcycle, motor bicycle, electric bicycle, or moped.

MOPED

Any of the following motor vehicles capable of speeds of not more than 30 miles per hour with a 150-pound rider on a dry, level, hard surface with no wind, excluding a tractor, a power source as an integral part of the vehicle and a seat for the operator, but not including a motor bicycle or electric bicycle:

(1) A bicycle-type vehicle with fully operative pedals for propulsion by human power and an engine certified by the manufacturer at not more than 130 cubic centimeters or an equivalent power unit.

(2) A motorcycle with an automatic transmission and an engine certified by the manufacturer at not more than 50 cubic centimeters or an equivalent power unit.

MOTORCYCLE

A motor vehicle originally manufactured with motive power, a seat or saddle requiring the rider to sit astride, not more than 3 wheels in contact with the ground, steering controlled by handlebars, and acceleration and braking controlled with handlebar and foot controls and that is capable of speeds in excess of 30 miles per hour.

MOTOR BICYCLE

A bicycle to which a power unit that is not an integral part of the vehicle has been added to permit the vehicle to travel at a speed of not more than 30 miles per hour with a 150-pound rider on a dry, level, hard surface with no wind and having a seat for the operator. "Motor bicycle" does not include an electric bicycle.

MOTOR VEHICLE

A vehicle, including a combination of 2 or more vehicles or an articulated vehicle, which is self-propelled, except a vehicle operated exclusively on a rail. "Motor vehicle" includes, without limitation, a commercial motor vehicle or a vehicle which is propelled by electric power obtained from overhead trolley wires but not operated on rails. A snowmobile, an all-terrain vehicle, a utility terrain vehicle, an electric scooter, and an electric personal assistive mobility device shall be considered motor vehicles only for purposes made specifically applicable by Wisconsin State Statute. "Motor vehicle" does not include an electric bicycle.

OPERATOR

Any person who rides, drives, or is in actual physical control of a bicycle, electric bicycle, scooter, or electric scooter. Coaster, skateboard, roller skates, sled, toboggan, unicycle, or toy vehicle upon which a person may ride.

PLAY VEHICLE

A coaster, skateboard, roller skates, sled, toboggan, unicycle, or toy vehicle upon which a person may ride, consistent with the definition set forth in Wis. Stat. § 340.01(43m), as amended from time to time. For purposes of this chapter, the term does not include a bicycle, electric bicycle, motor bicycle, moped, scooter, electric scooter, or any other device separately defined or regulated by this chapter or by the Wisconsin Statutes.

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 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 for public use.

§ 264-24. Adoption of Wisconsin Statutes.

A. Except as otherwise specifically provided herein, the provisions of Wis. Stat. §§ 340.01(15ph), 340.01(29m), 340.01(30), 346.77, 346.78, 346.79, 346.80, 346.803, 346.804, 346.805, 346.806, 346.94, 347.489, and all other applicable provisions of Chapters 340, 346, and 347 of the Wisconsin Statutes governing the definition, equipment, and operation of bicycles, electric bicycles, motor bicycles, mopeds, scooters, electric scooters, and similar devices, as amended from time to time, are hereby 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 meeting the standards established by the U.S. Consumer Product Safety Commission (16 C.F.R. Part 1203) or any successor federal safety standard.

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 upon any public roadway, sidewalk, bicycle way, shared-use path, trail, park, parking lot open to public use, or other public property unless the device is equipped as required by applicable provisions of Chapters 346 and 347 of the Wisconsin Statutes, including but not limited to lighting, reflector, and braking requirements under Wis. Stat. § 347.489.

B. Class 3 electric bicycles shall be equipped with a speedometer that with reasonable accuracy registers the speed of the electric bicycle in miles per hour, consistent with Wis. Stat. § 347.489.

C. No person shall operate a bicycle, electric bicycle, scooter, or electric scooter upon any public property if the device is in such condition as to render its operation unsafe, including but not limited to:

- (1) Inoperative or ineffective brakes;
- (2) Defective or insecure steering components;
- (3) Tires that are flat, damaged, or otherwise unsafe for operation;
- (4) Required lighting or reflectors that are missing or inoperative; or
- (5) Any other mechanical defect that materially impairs the operator's ability to safely control or stop the device.

D. Nothing in this section shall be construed to authorize the operation of any device that fails to comply with applicable equipment requirements established by Wisconsin law.

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

E. 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.

D. Operators shall at all times maintain reasonable control of their device and shall operate in a manner consistent with existing roadway, weather, traffic, and surface conditions.

§ 264-30. Operation on Sidewalks and Trails.

A. Bicycles, Class 1 electric bicycles, Class 2 electric bicycles, scooters, and electric scooters may be operated upon sidewalks and public trails unless prohibited by official signage, regulation, or lawful order of the Village Board or its designee.

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 primarily for pedestrian or shared-use recreational purposes unless specifically authorized by official signage or designation of the Village Board, consistent with the restrictions authorized under Wis. Stat. § 349.18(4).

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

D. No operator shall operate a bicycle, electric bicycle, scooter, or electric scooter upon any sidewalk, trail, shared-use path, park pathway, or other public property at a speed greater than is reasonable and prudent under the conditions then existing, having regard for pedestrians, visibility, traffic, surface conditions, and other actual or potential hazards. In no event shall the speed on any sidewalk, public trail, shared-use path, or park pathway exceed 15 miles per hour unless a different speed is posted by official signage.

E. Operators shall reduce speed whenever necessary to safely approach, overtake, pass, or avoid pedestrians, children, animals, or other lawful users of public property.

F. Operators shall maintain a safe lateral distance while passing pedestrians and shall provide an audible warning whenever reasonably necessary to avoid a collision.

G. Pedestrians shall have the right-of-way upon sidewalks, trails, shared-use paths, and other pedestrian facilities. Operators shall yield the right-of-way and shall slow or stop when necessary to avoid endangering pedestrians.

§ 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, imprudent, or unsafe manner, or at a speed greater than is reasonable and prudent under the conditions then existing, so as to endanger or be likely to endanger any person or property.

B. In determining whether operation was unsafe, consideration may be given to all surrounding circumstances including, but not limited to:

- 1) Pedestrian density;
- 2) Traffic volume;
- 3) Weather;
- 4) Visibility;
- 5) Roadway or trail conditions;
- 6) Speed;
- 7) Proximity to intersections;

- 8) Operator control;
- 9) Any other circumstance affecting public safety

C. Examples of conduct constituting evidence of unsafe operation include, but are not limited to:

- 1) Weaving
- 2) Towing
- 3) Failing to yield
- 4) Excessive speed

D. 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.

E. 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 and Exhibitions of Speed and Acceleration.

A. No operator shall intentionally operate a bicycle, electric bicycle, scooter, or electric scooter in a manner that substantially interferes with the operator's ability to safely control the device or that unnecessarily endangers persons or property, including but not limited to wheelies, jumps, trick riding, drifting, acrobatic maneuvers, or similar exhibitions of skill.

B. 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. A person under sixteen (16) years of age may ride as a passenger on a Class 3 electric bicycle that is designed and equipped by the manufacturer to accommodate passengers, consistent with Wis. Stat. § 346.806(4).

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 primarily for pedestrian or shared-use recreational purposes unless specifically authorized by official signage or designation of the Village Board.

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

D. The restrictions in this section apply to the operation of a Class 3 electric bicycle whether or not the power unit is engaged, except that the Village Board may, by signage or designation, authorize limited operation with the power unit disengaged on specific facilities where appropriate for public safety.

§ 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.

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

B. Additionally, this section shall be construed consistently with Wis. Stat. §346.77.

§ 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 18th day of August, 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 August 18, 2026.

(Seal)

Lisa Vanden Heuvel, Village Clerk

**Fox River Fire District
Creating and approving the Automatic Aid Agreement for
Fire Protection and Other Emergency Services**

THIS AGREEMENT is made and entered into by and between the municipalities and jurisdictional entities enumerated on the signature page of this Agreement through the duly authorized representatives of the respective governing bodies, to provide for automatic assistance for fires and other emergency incidents as described under the terms of this Agreement.

WITNESSETH:

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities, governmental, a fire company that is recognized by the State of Wisconsin, or a non-profit corporation that is formed under Wis. Stat. 181 to cover a jurisdictional area; and

WHEREAS, it is the desire for the Automatic Aid System participants joining in this Agreement to continue to improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the Parties which is automatic in nature and includes the determination of the proper use of the resources available with respect to the providing of governmental and private emergency services and the utilization of existing resources of each of the Parties, including without limitation, the use of equipment and personnel; and

WHEREAS, Wisconsin Statute §66.03125 authorizes a fire department to engage in mutual assistance within a requesting fire department's jurisdiction; and for private entities under WI contract law provisions to enter into agreements with municipalities and groups of municipalities; and

WHEREAS, it is the desire of these municipalities and governmental jurisdictions and associated contractors to initiate and/or renew an "Automatic Aid Agreement" for fire department and other emergency services; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

WHEREAS, the Parties have studied the feasibility and merits of collaborating and cooperating in the provision of operational and non-recurring administrative and support functions of their respective fire, rescue and emergency medical service agencies and have determined that public safety, economy, service enhancement, future growth and efficiency will be improved by the cooperative provision of these functions while at the same time allowing the individual fire service agencies to maintain their independent identities; and

WHEREAS, the Parties have determined that it is in their individual and mutual best interests to enter into this Agreement to secure the benefits by associating with each other to provide various operational services, lending of equipment or performance of certain non-recurring administrative and support duties, which can include without limitation agreed upon Functional Collaboration services, support or equipment.

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

Purpose

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or municipality or response entities typical response or jurisdiction. Accordingly, it is the express intent of the Parties that this agreement be in a standardized form which can be adopted by Units in different municipalities. In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from private contractors to local governmental units.

AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Automatic Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Aid pursuant to this Agreement.

JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Dispatching Center of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

LIABILITY

To the fullest extent permitted by law, each Party to this Agreement (each, a "Party") (the "Indemnifying Party") shall indemnify, defend, and hold harmless each other Party, together with its elected and appointed officials, officers, employees, agents, representatives, and volunteers (collectively, the "Indemnified Parties"), from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, fines, penalties, judgments, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature, arising out of, relating to, or resulting from:

1. any act, omission, fault, negligence (whether active, passive, or concurrent), or intentional or willful conduct of the Indemnifying Party;
2. any act, omission, fault, negligence (whether active, passive, or concurrent), or intentional or willful conduct of the Indemnifying Party's contractors, subcontractors, invitees, agents, or any persons acting under its direction, control, or on its behalf; or
3. the Indemnifying Party's or any persons acting under its direction's use of, operations on, or activities conducted in connection with the performance of this Agreement.

The duty to defend shall be immediate upon tender of a claim. This indemnification obligation applies even if liability is alleged to be caused, occasioned, or contributed to, in whole or in part, by the Indemnified Parties;

provided, however, that the Indemnifying Party shall not be responsible to the extent liability results from the sole negligence or willful misconduct of the Indemnified Parties.

The Indemnifying Party shall reimburse the Indemnified Parties for any and all legal expenses and costs, including attorneys' fees, expert fees, investigation costs, and defense expenses, incurred in connection with any matter covered by this indemnity or in enforcing the Indemnifying Party's obligations under this Agreement.

If the Indemnifying Party employs any contractors, subcontractors, firms, corporations, entities, or persons in connection with activities in connection with the performance of this Agreement, the Indemnifying Party shall require each such party to enter into a written indemnification agreement in favor of the Indemnified Parties that is no less protective than this indemnification provision and shall provide evidence of such compliance upon request.

This indemnity provision shall survive the termination or expiration of this Agreement.

SPECIFIC PROVISIONS

1. The geographical area to be governed under this Agreement shall be known as the Fox River Fire District.
2. The Parties hereto acknowledge that this Agreement is being entered into pursuant to applicable Wisconsin Statutes regarding intergovernmental agreements including, but not limited to, Wisconsin Statute §66.0301.
3. Each Party to this Agreement represents and warrants that it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement.
4. The Parties agree to be dispatched through a Computer Aided Dispatch (CAD) System operated by the Brown County Communications Center.
5. The scope of this Agreement includes without limitation automatic assistance in responding to fires, medical emergencies, hazardous material incidents, rescue and extrication situations, Incident Command and Chief Response to incidents, mutual training activities and other types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid System.
6. This Agreement shall encourage the development of cooperative procedures and protocols, including without limitation the possibility of joint purchasing, communications, coordination, training, health and safety, fire prevention, public education, fire investigations, equipment and other activities that will enhance the ability of the fire departments to fulfill their missions.
7. Nothing in this Agreement shall limit the ability of any party from agreeing to participate in more specific contracts for services, or mutual assistance and automatic response agreements, nor shall this Agreement prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this Agreement (Non-exclusionary).
8. Each participating municipality shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.
9. Each participating municipality agrees to participate in the State of Wisconsin, Brown County, Division 112, Mutual Aid Box Alarm System (MABAS), as created under section 166.03(2)(a)3 of the Wisconsin Statutes, or future statute if renumerated in the future.

10. Each participating municipality further agrees to follow standard service criteria as the primary response elements of this Agreement, including without limitation all of the following:
 - Utilization of the Computer Aided Dispatch (CAD) system;
 - Develop communication protocols for communication frequencies, tactical frequencies, paging personnel, etc.;
 - Operate under the National Incident Management System (NIMS) and the Incident Command System (ICS) for efficient management of the emergency and for the safety of firefighters through standard terminology, reporting relationships, and support structures including the use of the Safety Officer at emergency scenes;
 - Develop annual joint training exercises for fire officers and firefighters to ensure efficient and effective operations at emergency incidents;
 - To ensure compatibility of equipment, participants should maintain an inventory of equipment available to the other municipality including without limitation: apparatus, hoses, gas meters, thermal imaging cameras, rescue tools, communications equipment, etc.;
 - Participants shall utilize the approved Brown County apparatus numbering system and standardized terminology for apparatus as developed and adopted by the Brown County Fire Chief's Association.
 - Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will automatically respond on the type of call) based upon the "four plus one system" resulting in the ultimate response of four engine companies and one ladder company to any structure fire.
 - Given the utmost importance of service delivery and personnel safety, participants recognize that the minimum staffing level for engines and ladder companies is three trained members per apparatus as a minimum. Apparatus can respond with interns or trainees once the three-member minimum is met. Responding companies shall conform to the NIMS standard resource type 1 for primary structural engine companies and type 1 or 2 for ladder companies.
 - Participants agree to the use of specialized unit resources. This assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, and/or any special call for resources made by an Incident Commander that is not pre-determined. This includes without limitation: hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and tenders.
 - Participants agree that the automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries and that the level of service delivered within this Agreement will be comparable.
 - Participants shall be responsible for completing a National Emergency Response Information System (NERIS) fire report following each incident response. While the report may be developed by another municipality's fire officer, and/or a combination of fire officers from multiple jurisdictions, the final report shall be submitted to the municipal Fire Chief responsible as the Authority Having Jurisdiction (AHJ).
11. The protocols and procedures established for the response to calls within the Fox River Fire District shall be established and maintained by a governing committee, which shall consist of the Fire Chief from each participating department, each with an equal status, and changes requiring agreement of all members.

12. No term or provision of this Agreement is intended to, or shall, create rights in any person, firm, or corporation, or other entity not a party hereto, and no such person or entity shall have cause of action hereunder.
13. All Parties are governmental entities entitled to governmental immunities under law, including without limitation Wisconsin Statutes §§ 345.05 and 893.80. Nothing contained herein shall waive the rights or defenses to which each Party may be entitled under law including without limitation all immunities, limitations, and defense under Wisconsin Statutes §§ 345.05 and 893.80 or any subsequent amendments thereof. To the extent that indemnification is available and enforceable, the municipalities and private entities or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.
14. Parties agree to adopt and use the MABAS Passport System for crew accountability.
15. Parties agree to adopt and use the issued Fox River Fire District SOGs as updated regularly as their ongoing base SOGs for fire response.
16. This Agreement shall commence upon the approval of each municipality's governing body and shall automatically renew each year thereafter. The Agreement shall continue in force until terminated by formal act of parties. If any party wishes to terminate its participation in this Agreement, 180 days written notice shall be given to all other Parties.
17. The Parties agree to abide by all performance standards contained within.
18. The Parties hereby agree that other agencies and private parties may be added to this Agreement upon approval of their governing body and following approval of the existing Parties.
19. This Agreement shall be evergreen and renew automatically unless changed or added to by agreement of all parties.
20. It is the stated goal of the member municipalities that a period of not less than 24 months from the start of this Agreement is allowed prior to the integration of any additional members. A lesser period may be permitted upon agreement of all participating member municipalities.
21. Member parties shall maintain their own municipal or individual insurance policies including provisions of WI statutory Workers Compensation and unemployment and other insurance such as general liability, medical malpractice etc. that are relevant for their individual services.
22. Members shall treat as confidential and proprietary and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform under this Agreement, (and then only on a confidential basis and satisfactory to both parties), any information whether verbal or written, of any description whatsoever, (including any technical information, experience or data) regarding patient information as protected by HIPPA or other protective federal or state statutes protecting privacy data that may arise while performing this agreement.
23. If a member is required to disclose Confidential Information received by it from a Disclosing Party pursuant to judicial, administrative or regulatory process, the Receiving Party will provide the Disclosing Party with prompt written notice of each such request, so that the Disclosing Party has a reasonable opportunity to object and seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. When such data may be release of Public Records, the ordered party shall supply and execute such record, but shall notify the other affected parties prior to submittal for review and concurrence.

24. Parties agree that each participating agency public or private shall ensure members are fit for duty, have statutory training and license required for service in this agreement including meeting provisions of DOT, DHS EMS Licensure (where agency specifically holds an EMS license), DSPS 330 and 332, OSHA 20 CFR 1910.156, CISA, NIMS and executive orders under HSPD 5 and 8. Any member providing personal on an emergency basis must ensure obligations for certifications and licensure are met.

25. This Agreement and its attachments, and any duly executed changes, represent the entire understanding and agreement between the parties hereto concerning the Fox River Fire District, and such agreement supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. In the event Agreement documents conflict, the terms and conditions as outlined in this Agreement, its attachments and duly authorized changes shall take precedence over all other documents.

**FOX RIVER FIRE DISTRICT
AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES**

IN WITNESS WHEREOF, this Agreement is executed and joined on the year and date written herein.

For the City of De Pere

Name/Title of Authorized Signatory

Date

ATTEST:

-Name/Title

Date

For the Town of Lawrence

Name/Title of Authorized Signatory

Date

ATTEST:

Name/Title

Date

For the City of Green Bay

Name/Title of Authorized Signatory

Date

ATTEST:

Name/Title

For the Village of Ashwaubenon

Name/Title of Authorized Signatory

Date

ATTEST:

Name/Title

Date

For the Town of Ledgeview

Name/Title of Authorized Signatory

Date

ATTEST:

Name/Title

Date

For the Village of Hobart

Name/Title of Authorized Signatory

Date

ATTEST:

Name/Title

Date

Greenleaf Volunteer Fire Department

Name/Title of Authorized Signatory

Date

ATTEST:

Name/Title

Date

For the Village of Wrightstown

Name/Title of Authorized Signatory

Date

ATTEST:

Name/Title

Date

Date

Morrison Volunteer Fire Department

Name/Title of Authorized Signatory

Date

ATTEST:

Name/Title Town Clerk

Date



Hobart-Lawrence
Police Department



PROPOSAL FOR LAW ENFORCEMENT SERVICES

A PROPOSAL TO ESTABLISH DEDICATED LAW
ENFORCEMENT SERVICES THROUGH AN
INTERGOVERNMENTAL PARTNERSHIP

DATE:
July 2026

PREPARED BY:
Michael Renkas
Chief of Police
Hobart-Lawrence Police Department



TO: Village Board
FROM: Mike Renkas, Police Chief, and Aaron Kramer, Village Administrator
RE: Town of Freedom Police Services Proposal
DATE: August 18th 2026

BACKGROUND

The Hobart-Lawrence Police Department (HLPD) was recently approached by the Town of Freedom to develop a proposal for contracted law enforcement services. As Freedom plans for future growth, Town officials requested a service model that provides professional police services while remaining fiscally responsible.

The proposal presented is a preliminary concept intended to begin discussions. It is not a final agreement, and any future contract would require approval by all participating municipalities. A guiding principle in developing this proposal was that police services to the Village of Hobart and the Town of Lawrence would not be reduced. The staffing model was designed to meet Freedom's requested level of service while maintaining the current level of service provided to Hobart and Lawrence. There will be NO additional costs to the Hobart and Lawrence taxpayers if Freedom is added to HLPD's service area.

Under the proposal, officers assigned to Freedom would be HLPD officers, not members of a separate Freedom police department. They would be part of the department's overall staffing model and available to assist throughout the service area whenever operational needs require. This provides additional staffing capacity while maintaining a unified regional police department.

Freedom is requesting dedicated police services during specified contract hours rather than twenty-four-hour coverage. During those contract hours, Hobart-Lawrence officers would provide police services within the Town of Freedom. Outside of those hours, responsibility for calls for service would remain with the Outagamie County Sheriff's Office, as it does today. The department would not backfill those non-contract hours with additional HLPD staffing.

The proposal is structured so that Freedom pays the costs associated with the level of service it is requesting, including personnel, vehicles, equipment, and operational expenses. As Freedom's needs change over time, the agreement can be adjusted through future discussions to ensure the service model continues to meet the needs of all participating communities.

This proposal represents an opportunity to expand regional cooperation while preserving the quality of police services currently provided to the residents of Hobart and Lawrence. Throughout this process, the department's commitment remains the same: to provide professional, fiscally responsible, and effective public safety services to every community we serve.

The addition of the Town of Freedom to Police Department would be the first change in the structure and service area of HLPD since it was created more than twenty (20) years ago.

RECOMMENDED MOTION

* To authorize Hobart-Lawrence Police Chief Michael Renkas and Hobart Village Administrator Aaron Kramer to enter into negotiations with officials from the Town of Freedom for the purpose of the Hobart-Lawrence Police Department providing law enforcement services to the Town.