

VILLAGE OF HORTONVILLE  
**AGENDA OF THE VILLAGE BOARD**  
DECEMBER 4, 2025  
6:00 P.M. Regular Board Meeting  
**Municipal Services Center Board/Court Room**  
**531 N. Nash St., Hortonville, WI**



1. Pledge of Allegiance
2. Call to Order by Presiding Officer
3. Roll Call
4. Agenda Changes [to change the position of an item already on the agenda]
5. Consent Agenda
  - A. November 20, 2025 Regular Board meeting minutes
  - B. Presentation of accounts and other claims against the Village
6. Public Hearing
  - A. 2026 Budget Presentation
7. Preregistered Citizens to be heard. – LIMIT 5 MINUTES
  - A. State name and address
  - B. Comments to be limited to 5 minutes
  - C. Pursuant to WI Statutes 19.83(2) and 19.84(2), The Board's role is to listen to public comments, and not to ask questions, discuss, or take action regarding pre-registered citizens comments.
8. Committee Reports
9. Unfinished Business from Previous Meetings
10. New Business
  - A. Discussion and possible action on Resolution R-23-25 adopting the 2026 Budget and Approving the Tax Levy
  - B. Discussion and possible action on Appointment of Election Inspectors 2026-2027
  - C. Discussion and possible action on Resolution R-21-25 Amending Personnel Manual
  - D. Discussion and possible action on WE Energies easement in Miller Park
  - E. Discussion and possible action on updates to Ordinance Sec. 42-125. – Private sewer laterals.
  - F. Discussion and possible action on Ambulance Fees
11. Report of Village Officials
  - A. Clerk-Treasurer
  - B. Director of Public Works
  - C. Police Chief
  - D. Library Director
  - E. Attorney
  - F. Administrator
  - G. Building Permit Report
  - H. Any other miscellaneous topics for future discussion  
[Topics or questions for future agendas only – no discussion or answers, motion to schedule an item]

12. Communications and Miscellaneous Business
  - A. Black Otter Lake District news
  - B. Hortonville-Hortonia Fire District news
  - C. Gold Cross Ambulance run reports and news
  - D. Hortonville Civic Association
  - E. Senior Activities
13. Comments and suggestions from citizens present
14. Motion to go into Closed Session State Statute 19.85(1)(g) "Conferring with legal counsel for the governmental body who is rendering oral or written advise concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved." (Motion noting statutory exception and roll call vote)  
Specifically, the VC3 Contract
15. 5-minute recess to clear meeting room
16. Board to go into Closed Session under State Statute 19.85(1)(g)
17. Board to return to Open Session (roll call vote)
18. Any action on matters discussed in Closed Session
19. Adjournment

**NEXT REGULAR VILLAGE BOARD MEETING: DECEMBER 18, 2025**

Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Village Administration Office at 779-6011 with as much advance notice as possible.

**VILLAGE OF HORTONVILLE  
VILLAGE BOARD  
NOVEMBER 20, 2025, MEETING MINUTES  
DRAFT – NOT APPROVED**

President Jeanne Bellile called the meeting to order at 6:00 p.m. in the Community Center at 531 N. Nash St., Hortonville, Wisconsin.

Trustees present: Bob Jewell, Shauna Keel, Carrie Lathrop, Jim Moeller (by phone), and Julie Arendt Vanden Heuvel.

Trustees excused: Jane Olk

Officials/Staff present: Clerk-Treasurer Jane Booth, Director of Public Works Aaron Steber, Chief of Police Brian Bahr, Library Director Alexandria Krause, and Attorney Ashley Lehocky.

Officials Excused: Administrator Treadwell

**Consent Agenda**

Motion [Arendt Vanden Heuvel/Keel] to approve as outlined. Roll call vote, 6 ayes, 0 nays, motion carried. Moeller abstain

A. November 6, 2025, Regular Board meeting minutes

B. Presentation of accounts and other claims against the Village

**Agenda Changes**

None

**Preregistered Citizens to be heard**

None

**Committee Reports**

Library Board – Trustee Lathrop said that they met and went over the Library Director's review.

**Unfinished Business from previous meetings**

None

**New Business**

**Discussion on Other Funds for Budget**

Motion [Arendt Vanden Heuvel/Jewell] to table this until the next Village Board meeting.

President Bellile would like to hold a potential Special Village Board December 4, 2025, at 5:30 pm.

Roll call vote, 6 ayes, 0 nays, motion carried.

**Discussion and possible action on Hydrocorp Service Agreement for Cross-Connection Control Program**

DPW Director Steber said that this will get us into compliance with the DNR. There are 148 properties that need to be classified. They inspect the property, then have licensed plumbers go into their business and check for any cross contamination within that business. They then provide us with a report.

Motion [Arendt Vanden Heuvel/Keel] to approve the Service Agreement with Hydrocorp for the Cross-Connection Control Program.

Roll call vote, 6 ayes, 0 nays, motion carried.

**Discussion and possible action on Loan for CIP**

Motion [Arendt Vanden Heuvel/Jewell] to approve Exhibit A the resolution in the amount of \$87,000 with Wolf River Bank.

Roll call vote, 6 ayes, 0 nays, motion carried.

**Discussion and possible action on Resolution R-20-25 Vibrant Spaces Grant Submission.**

Motion [Arendt Vanden Heuvel/Jewell to] to approve resolution R-20-25 the Vibrant Spaces Grant Submission.

Roll call vote, 6 ayes, 0 nays, motion carried.

**Report of Village Officials**

**Clerk-Treasurer:** The report is in the packet. I handed out the paperwork to the incumbents for the Spring Election. You may start collecting signature starting on December 1, 2025. There is also a notice in your packet for non-candidacy, which must be turned in to our office by Friday, December 26, 2025 if you are not seeking re-election.

**Director of Public Works:** The report is in the packet. We did hire a new part-time custodian, Kalani, and she started last Monday and is doing a great job.

**Chief of Police:** The report is in the packet. Officer Stephens has moved to part-time status, and we have posted for a full-time position.

**Library Director:** I did not have a report in the packet. We rehired Andy back and we are officially full staffed.

**Attorney:** We took a look at the private sewer lateral ordinance that came out of the last Village Board meeting. Tyler recommended that we could add the \$50.00 as a special assessment as a lien on the property if the resident doesn't pay.

**Administrator:** The report is in the packet.

**Any other miscellaneous topics for future discussion**

Trustee Keel would like a report on the aging amounts from Court.

**Communications and Miscellaneous Business**

**Black Otter Lake District news:** We had our meeting last Monday, and we have sent in all our sampling to the state that was part of this AOR study. Our new watershed has 834 potential residents for the watershed expansion and then propose to the board.

**Building permit report:** None

**Hortonville-Hortonia Fire District news:** Nothing new

**Gold Cross Ambulance run reports and news:** The October run report was in the packet.

**Hortonville Civic Association:** None

**Senior Activities Committee:** None

**Comments and suggestions from citizens present**

None

**Adjournment**

Motion [Arendt Vanden Heuvel/Keel] to adjourn. Unanimous voice vote, motion carried. The Board adjourned at 6:20 p.m.

Minutes submitted by,

Jane Booth, WCMC  
Village Clerk/Treasurer

**December 04, 2025 INVOICE LISTING****VILLAGE INVOICES****November 21, 2025- December 04, 2025**

|                             |                                    |                                                          |                      |
|-----------------------------|------------------------------------|----------------------------------------------------------|----------------------|
| 250088                      | Brauer Supply & Equipment          | Detour/Horton Terrace/Baake/S. Nash Street Signs- (14)   | \$ 1,085.00          |
| 11-25                       | Bultman, Sarah                     | Reibursement- Friendship Tea- 12/01/2025                 | \$ 32.05             |
| ACH                         | Depository Trust                   | 2013/2014 Bonds Interest- Gen Fd/TID #3                  | \$ 249,296.25        |
| ACH                         | EFTPS                              | Federal, FICA taxes for 11/20/2025 Payroll               | \$ 14,870.82         |
| CD2133806                   | Election Systems & Software LLC    | Server Contract 3669                                     | \$ 690.09            |
| 5174194                     | Employee Benefits Corporation      | Health Reimbursement- November 2025                      | \$ 345.24            |
| Clothing2025-6              | Green, Luke                        | Clothing/Boot Allowance 2025                             | \$ 78.29             |
| P007004875-Dec25            | Illinois Mutual                    | Employee Disability Insurance- December 2025             | \$ 93.96             |
| 9110411359                  | J. J. Keller                       | State & Federal Labor Laws- 09/01/2025-08/31/2028        | \$ 165.77            |
| Clothing2025-5              | Kuske, Sean                        | Clothing/Boot Allowance 2025                             | \$ 216.22            |
| 2026                        | League of Wisconsin Municipalities | Annual Membership Dues- 2026                             | \$ 1,783.67          |
| 31838/32069                 | Menards                            | Supplies- Alonzo Park/Street/Water/Sewer                 | \$ 351.52            |
| 022940                      | MSA Professional Services          | Industrial Park Drainage Study                           | \$ 6,360.09          |
| 023280                      | MSA Professional Services          | Hortonville GIS 2025                                     | \$ 9,895.00          |
| IN299221                    | Multi Media Channels               | Notice of Spring Election/Property Tax Levy and Budget   | \$ 440.55            |
| ACH                         | Network Health                     | Total Health Premiums- December 2025                     | \$ 16,183.96         |
| 6611-153752/6611-           | O'Reilly Auto Parts                | Supplies- PD Oil Filters/Lawnmower/Shop                  | \$ 74.70             |
| 1022187                     | Outagamie County Treasurer         | Engineering- Givens Rd/Engineering- CTH JJ/Street Painti | \$ 3,322.84          |
| Clothing2025-6              | Ringer, Mike                       | Clothing/Boot Allowance 2025                             | \$ 62.23             |
| Clothing2025-7              | Ringer, Mike                       | Clothing/Boot Allowance 2025                             | \$ 73.84             |
| T50759                      | Schmidt Boat Lifts & Docks         | 4'x12' Eazy Way Dock                                     | \$ 1,710.00          |
| 25-64                       | Tom McHugh Construction LLC        | Refund Builders Escrow- 573 Horton Terrace               | \$ 250.00            |
| VC3-228304                  | VC3 Inc                            | IT- November Invoice                                     | \$ 2,870.69          |
| ACH                         | Wisconsin Deferred Comp            | EE contributions 11/20/2025 Payroll                      | \$ 911.00            |
| ACH                         | Wisconsin Retirement System        | WRS Contributions- November 2025                         | \$ 20,155.38         |
| ACH                         | Wisconsin, State of                | State W/H for 11/20/2025 Payroll                         | \$ 2,473.27          |
| ACH                         | Wolf River Community Bank          | Principle and Interest- WRCB Engineering Loan #2843      | \$ 4,606.16          |
| ACH                         | Wolf River Community Bank          | Principle and Interest- TID 6 Property Acquisition       | \$ 2,333.39          |
| ACH                         | Wolf River Community Bank          | Principle and Interest- SC Swiderski Loan #2603          | \$ 2,511.55          |
| ACH                         | Wolf River Community Bank          | Principle and Interest- SC Swiderski Loan #2117          | \$ 1,243.97          |
| ACH                         | Wolf River Community Bank          | Principle and Interest- WRCB Fire Truck Loan             | \$ 6,250.00          |
| ACH                         | Wolf River Community Bank          | Principle and Interest- WRCB Loan #1613790-10001         | \$ 1,025.45          |
| 11544                       | Wolfrath's Landscaping LLC         | Winterization- Alonzo Park/Miller Park                   | \$ 150.00            |
| Invoice Total               |                                    |                                                          | \$ 351,912.95        |
| 11/20/25 Direct Deposit P/R |                                    |                                                          | \$ 46,428.38         |
| Grand Total                 |                                    |                                                          | <u>\$ 398,341.33</u> |

**WATER & SEWER UTILITY INVOICES****November 21, 2025- December 04, 2025**

|             |                     |                                                     |                    |
|-------------|---------------------|-----------------------------------------------------|--------------------|
| 27063103025 | Charter             | Inter/Email- November 2025- Sewer                   | \$ 94.23           |
| 9011036547  | Clean Water Testing | Coliform Bacteria Test                              | \$ 57.00           |
| CI-09747    | Hydrocorp           | Cross Connection Program Inspections- November 2025 | \$ 409.99          |
| 87560       | Speedy Clean        | Clean and Televis- Lakeview Ave/Lakeshore Dr        | \$ 4,095.00        |
| Grand Total |                     |                                                     | <u>\$ 4,656.22</u> |

**R-23-25**

**RESOLUTION TO ADOPT THE 2026 BUDGET  
AND APPROVE THE TAX LEVY**

WHEREAS, appropriating funds for the operation of the government and administration of the Village of Hortonville for the year 2026 is necessary, and,

WHEREAS, a Public Hearing was held at 6:00 P.M. December 4, 2025 on the proposed 2026 Budget,

NOW THEREFORE, the Village Board of the Village of Hortonville, Wisconsin does resolve as follows:

There is hereby levied a tax of \$ 1,851,524, 4.7408 mill (rate/thousand) upon all taxable property within the Village of Hortonville for the uses and purposes set forth in said budget, and

The 2026 Budget upon which the levy is based is hereby approved.

NOW THEREFORE, the Village Clerk hereby is authorized and directed to spread the said tax upon the current tax roll of the Village of Hortonville and this resolution also empowers the Village Clerk to levy for the Tax Incremental District No. 3 (TID No. 3), Tax Incremental District No. 4 (TID No. 4), Tax Incremental District No. 5 (TID No. 5), and Tax Incremental District No. 6 (TID No. 6) for the total mill rate to equal to \$5.0590500 per thousand

IT IS FURTHER RESOLVED that this resolution shall take effect and be in force from and after its passage.

IT IS SO RESOLVED, this 4<sup>th</sup> day of December 2025.

BY THE BOARD

\_\_\_\_\_  
Jeanne Bellile, President

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

\_\_\_\_\_  
Jane Booth, Clerk

## Election Inspectors

January 1, 2026 – December 31, 2027

|                     |                             |
|---------------------|-----------------------------|
| Eric Becker         | 1154 Esther Ann Lane        |
| John Burgland       | 204 Brookwood Drive         |
| Christie Dreier     | 52 Parkview Lane            |
| Kathleen Gruenewald | 215 Spruce Street           |
| Richard Gruenewald  | 215 Spruce Street           |
| Alicia Hribal       | 804 N Crest Street          |
| Chris Hribal        | 804 N Crest Street          |
| Carrie Lathrop      | 124 N Briggs Street         |
| Pat Lund-Moe        | 352 Nye Street              |
| Kathy Now           | 440 Mystic Drive            |
| Wendy Null-Navis    | 714 Wildwind Drive          |
| Kristine Ott        | 656 Wildwind Drive          |
| Julie Parker        | 804 S Lincoln Street        |
| Katie Riehl         | 812 W Main Street, Unit 401 |
| Shelly Rugotska     | N1262 North Road            |
| Juli Schuh          | 35 Crestview Drive          |
| Krissy Steber       | 458 N Crest Street          |
| Marcia Wyman        | 45 Parkview Lane            |



VILLAGE OF HORTONVILLE

R – 21– 25

RESOLUTION TO AMEND THE VILLAGE PERSONNEL MANUAL

WHEREAS, the Village of Hortonville Board of Trustees recognizes the need to periodically update or amend the Village personnel manual; and

NOW, THEREFORE BE IT RESOLVED: the changes made in the personnel manual reflect the change listed below, as of December 4<sup>th</sup>, 2025.

**Overtime:** We do not permit overtime without prior authorization from your supervisor or the administrator. If you work overtime hours without pre-authorization, you will be subject to disciplinary action.

- Department heads shall assign overtime work only as necessary and when circumstances prevent the accommodation of additional work through reassignment of work priorities or the rescheduling of hours within the same work week.
- Non-exempt employees shall receive overtime pay for any hours worked over forty hours in a work week. Our work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. Overtime will be calculated separately in each work week of the pay period. We pay overtime at one and a half times your regular rate of pay.
- Public Works staff are subject to call outside of your normal work hours to handle emergencies; a refusal to work overtime may result in discipline where warranted. If we call you to return to work after your scheduled shift has ended, we will compensate you for two hours or for actual work time, whichever is greater.
- Public Works staff called in for Emergency Snow Removal outside of normal working hours shall receive overtime pay for any hours worked outside of normal working hours.
- Public Works staff shall receive overtime pay for Main Street nighttime street painting outside of normal working hours.

ADOPTED this 4<sup>th</sup> day of December 2025.

BY THE VILLAGE BOARD

Ayes \_\_\_\_\_

\_\_\_\_\_  
Jeanne Bellile, Village President

Nays \_\_\_\_\_

\_\_\_\_\_  
Jane Booth, Clerk/Treasurer

## **Amendment A**

### **Current**

**Overtime:** We do not permit overtime without prior authorization from your supervisor or the administrator. If you work overtime hours without pre-authorization, you will be subject to disciplinary action.

- Department heads shall assign overtime work only as necessary and when circumstances prevent the accommodation of additional work through reassignment of work priorities or the rescheduling of hours within the same work week.
- Non-exempt employees shall receive overtime pay for any hours worked over forty hours in a work week. Our work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. Overtime will be calculated separately in each work week of the pay period. We pay overtime at one and a half times your regular rate of pay.
- Public Works staff are subject to call outside of your normal work hours to handle emergencies; a refusal to work overtime may result in discipline where warranted. If we call you to return to work after your scheduled shift has ended, we will compensate you for two hours or for actual work time, whichever is greater.
- Public Works staff called in for Emergency Snow Removal outside of normal working hours shall receive overtime pay for any hours worked outside of normal working hours.

### **Proposed Changes**

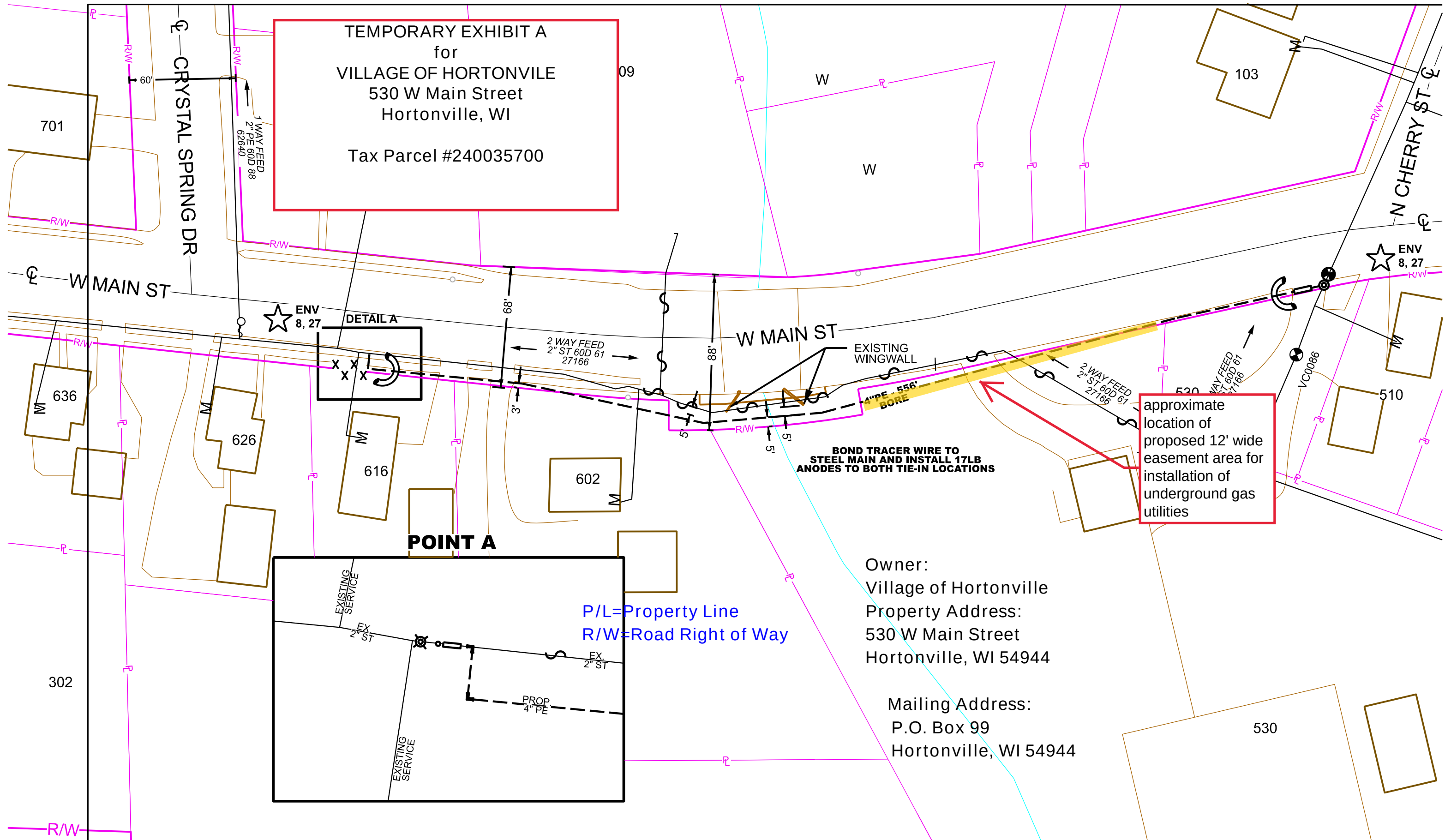
**Overtime:** We do not permit overtime without prior authorization from your supervisor or the administrator. If you work overtime hours without pre-authorization, you will be subject to disciplinary action.

- Department heads shall assign overtime work only as necessary and when circumstances prevent the accommodation of additional work through reassignment of work priorities or the rescheduling of hours within the same work week.
- Non-exempt employees shall receive overtime pay for any hours worked over forty hours in a work week. Our work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. Overtime will be calculated separately in each work week of the pay period. We pay overtime at one and a half times your regular rate of pay.
- Public Works staff are subject to call outside of your normal work hours to handle emergencies; a refusal to work overtime may result in discipline where warranted. If we call you to return to work after your scheduled shift has ended, we will compensate you for two hours or for actual work time, whichever is greater.

- Public Works staff called in for Emergency Snow Removal outside of normal working hours shall receive overtime pay for any hours worked outside of normal working hours.
- Public Works staff shall receive overtime pay for Main Street nighttime street painting outside of normal working hours.

**Summary:**

This change is being proposed due to safety concerns that arose with traffic while trying to do Main Street street painting during normal working hours.



**DISTRIBUTION EASEMENT  
GAS**

Document Number

WR NO.      **5164569**              IO NO.    **RO21000020**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE of HORTONVILLE, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land **twelve (12) feet in width** being a portion of grantors' land, being a part of the **Southeast 1/4 of Section 35, Township 22 North, Range 15 East**, Village of Hortonville, Outagamie, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:  
We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM P277  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

240035700  
(Parcel Identification Number)

**Grantor:**

**VILLAGE of HORTONVILLE, a municipal corporation**

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

(Print name and title): \_\_\_\_\_

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

(Print name and title): \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, State of Wisconsin, on \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_,  
and by \_\_\_\_\_, the \_\_\_\_\_.  
of VILLAGE of HORTONVILLE, a municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires \_\_\_\_\_

This instrument was drafted by Lisa Dennis on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

# CONFIDENTIAL LEGAL MEMORANDUM

To: Village of Hortonville Board  
From: Attorney Charles C. Adams  
Date: November 14, 2025  
Re: Private Sewer Lateral Ordinance



Several questions arose regarding the proposed private sewer lateral ordinance at your last meeting. This memo is designed to answer those questions and assist you with determining how to proceed with the proposed ordinance.

The ordinance is designed to protect the village's investment in its sanitary sewer infrastructure by assuring that private laterals attached to the village's sewer mains are properly maintained and replaced as needed. This prevents unnecessary inflow and infiltration into the system. The ordinance provides for inspection and testing of laterals and requires property owners to repair or replace faulty laterals.

At times, village staff or contractors may need to enter private property to inspect or test a private lateral. This ordinance requires at least 24-hours written notice to do so unless village staff or contractors have been asked on to the property by the property owner or in case of a public health emergency.

Except in a public health emergency, property owners must consent to entry to their property by village staff or contractors. This ordinance does not provide any exception to that requirement. Should a property owner refuse to allow an inspection, village officials will need to follow the process under state law for obtaining an inspection warrant from a judge before entering the property to inspect.

Similarly, any entry by equipment into any portion of a private lateral outside the right-of-way to televise the lateral requires consent of the property owner. Such consent is not required within the village right-of-way but is required once the equipment ventures on to private property.

The ordinance provides a process whereby a property owner may sign a consent form to allow televising of the lateral. Any property owner who does not sign such a consent form may be subject to a \$50/month televising fee. The fee is not automatic—it only commences 30 days after a request has been made by the village to televise the lateral. Such a request would typically be made either when there is a concern about a faulty lateral or when a larger project is taking place in the area.

The village may also impose a failure to correct fee of \$50/month should the property owner fail to correct a faulty lateral. This fee would begin 30 days after notice to the property owner that corrective action has been taken, and continue until such action is taken.

Even if the village imposes one of the above fees, it may in appropriate circumstances take other action to require televising or repair of a lateral, including commencing a nuisance abatement action in circuit court.

A question arose about how the televising refusal fee and failure to correct fee will be collected. I would anticipate that it would be collected as part of the customer's utility bill. However, if the village board would like that clarified in the ordinance, I would recommend amending the proposed ordinance to add a subsection (g)(4) which would read as follows:

**“Sec. 42-125.—Private sewer laterals**

...

(g) *Sanitary sewer lateral fees.*

...

(4) *Collection of fees* Any fee imposed under this subsection shall be placed as a charge on the sewer utility bill in addition to the user rates provided for in Sec. 42-171, and if left unpaid may be charged as a lien on property as provided in Sec. 42-175.”



**Sec. 42-125. – Private sewer laterals.**

- (a) *Purpose.* The purpose of this section is to prevent significant water inflow and infiltration into the village's sanitary sewer system and to protect public health, safety and welfare by assuring that private laterals are tested, inspected, maintained and repaired or replaced.
- (b) *Owner maintenance required.* The owner of property containing a private lateral shall maintain the private lateral. Maintenance under this section includes:
  - (1) Clearing obstructions from the private lateral;
  - (2) Repairing a defect in the private lateral that allows the introduction of extraneous flow or debris into the sanitary sewer system;
  - (3) Repairing a defect in the private lateral that allows the discharge of sewage on the property;
  - (4) Keeping a manhole cover in place or a clean out cap tight and in place; and
  - (5) Providing a solid manhole cover.
- (c) *Testing and notice of defective private laterals.*
  - (1) The village engineer or his/her designee may periodically perform special tests to confirm the integrity of the sanitary sewer system, including smoke testing, dyed water testing, air testing, hydraulic testing, closed circuit television inspection, and other testing and inspection techniques approved by the village.
  - (2) The village engineer or his/her designee may enter private property to inspect or test a private lateral as allowed by law.
  - (3) The village engineer or his/her designee shall give the property owner no less than 24 hours written notice before village personnel enter private property to conduct an inspection or test, unless:
    - a. Village personnel are investigating a complaint or responding to a customer request to test or inspect a private lateral; or
    - b. Sewage is exposed on the property in a manner that creates a potential public health hazard.
  - (4) The village engineer or his/her designee may identify defects in a private lateral that allow extraneous flow or debris to enter the private lateral or the discharge of sewage on the property, or a condition that may interfere with the proper operation of the private lateral.

- (5) A defect under this section may include:
- a. Any visible leak;
  - b. Evidence of pipe or joint deterioration;
  - c. Root intrusion into a pipe that separates a pipe joint or enlarges an existing crack;
  - d. A misaligned pipe segment, sag, or lack of positive gradient;
  - e. A lack of a necessary cleanout cap or manhole cover;
  - f. All failing materials;
  - g. A downspout, drain, or other connection that allows stormwater or other extraneous water to enter the sanitary sewer system; or
  - h. A flaw that allows the discharge of sewage on the property or the introduction of extraneous water into the sanitary sewer system.
- (6) If the village engineer or his/her designee identifies a defective private lateral or a condition that interferes with the proper operation of the private lateral, he or she shall send the property owner written notice of the defect or condition, including a statement that the private lateral must be replaced or repaired, or the condition corrected, not later than 90 days after the date of the notice, or within such longer time deemed reasonable by the village engineer or his/her designee.
- (d) *Repair or replacement required.*
- (1) A property owner shall repair or replace a defective private lateral from the main sewer line to the building. The property owner shall pay the appropriate fee and obtain a permit from the village before performing the repair or replacement of a defective private lateral. Correction of a defect may include the installation of a sump pit, sump pump and drainage tile.
- (2) If sewage is exposed on the property in a manner that makes it a potential public health hazard, a property owner must:
- a. Stop the discharge of sewage immediately;
  - b. Remediate the site not later than 24 hours after the owner has notice of the exposed sewage; and

- c. Complete all necessary repairs or replacement of a private lateral immediately, but not later than 30 days after the owner has notice of the exposed sewage.
  - (3) A person who repairs an existing private lateral or installs a new or rehabilitated private lateral shall perform the repair or installation as prescribed by the sewer utility's sanitary sewer connection standards and the state plumbing code.
  - (4) The repair or replacement of the private lateral and the connection of the private lateral to the sanitary sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the village. All connections to the sanitary sewer shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the village engineer or his/her designee before installation.
  - (5) The property owner is responsible for all costs of private lateral repair, replacement, and maintenance from the sewer main line into the building. The village has the authority to contract for repairs/replacements of laterals in the right-of-way and specially assess the cost to the property owner.
  - (6) Generally, the sanitary sewer lateral will be remediated from the main sewer line to the building foundation or the floor drain in the basement. The sanitary sewer lateral between the terrace and the main line sewer that is not remediated at the time of the sanitary sewer lateral repair will be replaced as part of a future street or sanitary sewer construction project. The property owner will be responsible for the cost of the replacement of the remainder of the lateral in the future when that project is undertaken.
  - (e) *Repair and replacement inspection and testing requirements.* During the replacement of the private lateral the village engineer or his/her designee shall:
    - (1) Inspect the private lateral to determine that it complies with the village's sanitary sewer connection standards and the state plumbing code; and
    - (2) Observe the testing of the private lateral per current state code.
- If a private lateral fails the post-repair or post-replacement inspection or test, the property owners shall perform additional repairs as required by the manager to correct the defect.

(f) *Sanitary sewer lateral remediation projects.*

- (1) The village recognizes that its public sewer system has a finite life and, in many cases, has exceeded the anticipated useful life of the system. The village also recognizes that private building sewers possess many of the same characteristics as the public sewer system. The village will undertake the systematic reconstruction of the public sewer system lying within the corporate limits. As part of this reconstruction, the village will conduct sanitary sewer lateral remediation projects.
- (2) During a sanitary sewer remediation project, the village shall require that the property owner replace/remediate their private lateral if the lateral is found to be defective. The property owner shall, at the owner's expense, make the necessary repairs to correct the deficiency or deficiencies. The property owner may elect to:
  - a. Contract with a properly licensed contractor to complete the repair. All work needed to accomplish the repair shall be done at the expense of the property owner.
  - b. Have the village contractors complete the repair.
- (3) The village will publicly bid all sanitary sewer lateral remediation projects and the property owners, if they elect to have the village contractors complete the work, will be special assessed for the project costs per the village's special assessment policy. The sanitary sewer lateral remediation projects may include:
  - a. Replacement or remediation of defective private laterals.
  - b. Installation of sump pump/pit and drainage tile where required.
  - c. Construction of mini-storm sewers in the terrace.
  - d. Construction of storm sewer laterals.
- (4) If the replacement or remediation of private laterals under is contracted as provided in subsection (f)(2)a. of this section, the property owner will be given the option of selecting the sewer lateral remediation option. Options include but not limited to, open cut construction, slip lining (six-inch laterals only) or pipe bursting or any other method allowed by state code.
- (5) The sanitary sewer lateral remediation project will include patching of basement floors if needed. Any other restoration needed in the building and basement shall

be the responsibility of the property owners and will not be done as part of the sanitary sewer lateral remediation project.

- (6) Any and all fences, trees, shrubs, swimming pools, decks, sheds, porches, or other landscaping, paving or structures that will need to be removed in order to facilitate the remediation of the private lateral, shall be removed and replaced by the property owner at their expense.
- (7) Final restoration of the yard will be the responsibility of the property owner. The village contractor will backfill the trench or holes that are dug and rough grade the top soil. The contractor will not be responsible for final landscaping. It will be the responsibility of the property owner to restore the lawn, pavement or garden areas that are disturbed as part of the sanitary sewer lateral remediation project.

(g) *Sanitary sewer lateral fees.*

- (1) *Televising refusal fee.* A \$50.00 monthly fee is hereby imposed for connection of sewer laterals against every property connected to the village sanitary sewerage system whose owner refuses to consent to televising of the sewer lateral by the village from within the structure. This fee will be imposed beginning 30 days after request has been made by the village for permission to televise the owner's sewer lateral. This fee will continue until the property owner consents to televising by the village.
- (2) *Failure to correct fee.* A \$50.00 monthly fee is also hereby imposed for connection of sewer laterals against every property connected to the sanitary sewerage system whose owner fails to take corrective action upon request by the village to repair sewer laterals leaking freshwater into the sewerage system. This fee will be imposed beginning 30 days following notice by the village to the owner that corrective action is required and has not been completed on schedule and will continue until corrective action by the owner has been taken.
- (3) *Fee exemptions.* The following are the exemptions and procedures from lateral fees:
  - a. *Televising exemption.* Upon request by the village to televise a sewer lateral connected to a sewer main, the property owner may grant consent to televise the lateral by signing a consent form approved by the village. Upon receipt of such signed consent form, the village is authorized to access the private

sewer lateral and adjacent property for purposes of televising the lateral. Owners complying with this section are exempt from the televising refusal fee.

- b. *Corrective fee exemption.* Each owner that repairs all laterals determined by the village to be leaking freshwater into the sewerage system shall be exempt from the failure to correct fee beginning at such time that verification of corrective action has been provided by the owner to the village.

- (4) *Collection of fees.* Any fee imposed under this subsection shall be placed as a charge on the sewer utility bill in addition to the user rates provided for in Sec. 42-171, and if left unpaid may be charged as a lien on property as provided in Sec. 42-175.

531 N. Nash St.  
P.O. Box 99  
Hortonville, WI 54944-0099



Phone: 920-779-6011  
[www.hortonvillewi.org](http://www.hortonvillewi.org)

**ADMINISTRATION**  
[clerktreas@hortonville.wi.gov](mailto:clerktreas@hortonville.wi.gov)

**DECEMBER 4, 2025**

**ELECTIONS**

- Continue with Registered List Alerts in WisVote – Felon, Death, Duplicate
- Working on the Election Inspector Appointments (2-year) for December

**WEBINARS/ZOOM MEETINGS/TRAININGS**

- Weekly Department Head Meetings
- Weekly Staff Meetings

**FINANCES**

- M, W, F bank deposits
- Balance and reconcile accounts/journal entries/prepare invoices
- Approve payroll, initiated withdrawals
- Prepared EBC/HRA Reimbursement Invoices/other various invoices
- Monthly reconciliation of bank accounts
- Working on Special Assessment for taxes, updating Ambulance Fees and Garbage Fees, and Street Improvements
- Finalizing Special Assessments on Tax Bills
- Filed the PC-202 Tax Increment Worksheet with the DOR
- Updated Tax Bill Text
- Clerk's Certification of Tax Levies to Outagamie County
- Completed wire for the Depository Trust
- Scheduled the 2026 Audit- getting documents ready for the December 2025 preliminary audit

**LICENSES**

**PUBLICATIONS**

- Public Hearing Notice – Preliminary Plat for Natures Haven

**PUBLIC RECORD REQUESTS**

**OTHER**

- Village Board agendas & packets, committee agendas
- Village Board minutes, committee minutes
- Other Committee/Commission meeting agendas & minutes as needed

531 N. Nash St.  
P.O. Box 99  
Hortonville, WI 54944-0099



Phone: 920-779-6011  
Fax: 920-779-6552  
www.hortonvillewi.org

## 12/4/2025 Director of Public Works Report

### Meetings attended:

- Staff meetings
- Department head meetings
- Meeting with Hydrocorp to go through new service agreement
- Meeting with MSA to work on WISDOT PASER ratings submission
- Meeting with MSA about updated lead and copper submission
- Meeting with DNR about updated lead and copper submission
- Meetings with McMahon on downtown business access for Main Street construction

### Current and past projects include:

- Water main leak on John Street 12/1/25
- Working with financial consultants on long-term utility cash flows
- Dam Inspected by DNR on Wednesday 11/26/25
- Working with DNR to get updated Lead and Copper Inventory data into proper format.
- BOLD investigations into enlarging current district boundaries
- Working on Lakeview stormwater issues proposed stormwater solutions
- Review of storm Sewer televising in Lakeview to map out and mark storm laterals
- Working with McMahon on business access for Main Street construction
- Working with WE Energies on easement for bridge replacement
- Working on materials for 2025 Audit with Hawkins and Ash

Sincerely,

Aaron Steber  
Director of Public Works







Hortonville Police Department  
531 North Nash Street  
Hortonville, WI 54944-0099  
Phone: 920-779-6165  
Fax: 920-779-6189  
[www.hortonvillewi.org](http://www.hortonvillewi.org)

## **12-4-2025 Police Department Report**

### **Meetings**

- Village Department Head Meetings
- Outagamie County Law Enforcement Executive Meeting
- Northeast Region TIME DOT Meeting
- Met with Bethlehem School staff to conduct safety audit of building and property

### **Training**

- Officer McCready and Officer Hauser attending sexual assault/CSAM training (1/16)
- Officer Wulgaert attending Crisis Intervention Training (12/9 and 12/10)
- Registered for Sheriff/Chief Conference (1/12-1/16)
- Officer Heiden completed LASO (Local Agency Security Officer) Training
- Officer Sweeney and Chief Bahr attending Taser recertification at Seymour PD (December)

### **Ongoing Projects and Miscellaneous**

- Working with HASD and Municipal Court on educational requirements for deferred prosecution agreements
- Full-time interviews conducted on 12/1 and 12/2
- Meeting with sheriff's office to discuss operating procedures for AI Firearm technology for HASD
- Meet with Cummings for generator maintenance
- Reviewing quotes for Taser and Radios which are reaching end of life service
- 2025 Incidents January 1-December 2 (4745 incidents) (4230 incidents in same time frame 2024)
- Officer Hauser and Officer Sweeney attended Police Lights of Christmas disbursement of funds in Pulaski
- Submitted scholarship opportunity to HASD from police department through department raised funds

### **Upcoming**

- Updating ordinances for speed limits
- Update to sex offender ordinance

- Working with Hortonville Food Pantry on donation from police department through department raised funds
- Cookies with Cops (December 6<sup>th</sup>)

2025

NOVEMBER

## VILLAGE OF HORTONVILLE BUILDING PERMITS

| Permit Number | Name                    | Address         | Project                  | Estimated Proj. Cost | Permit Fee | Permit Type |
|---------------|-------------------------|-----------------|--------------------------|----------------------|------------|-------------|
| 25-96         | Chris Longoria          | 422 W Main      | Furnace Replacement      | 6,000.00             | 50.00      | res         |
| 25-97         | Jeremy Coyle            | 117 N Cherry St | New 100 Overhead Service | 2,500.00             | 80.00      | res         |
| 25-98         | Tom McHugh Construction | 131 Baake St    | New Home                 | 281,000.00           | 1,057.00   | nsf         |
| 25-99         | Jamie Sanderfoot        | 219 N Mill      | Fence Installation       | 10,000.00            | 50.00      | res         |
| 25-100        | Terry Caswell           | 823 Walnut St   | Furnace & AC Replacement | 9,000.00             | 100.00     | res         |
| 25-101        | Dan Nejedlo             | 452 Mystic Dr   | Furnace & AC Replacement | 16,000.00            | 100.00     | res         |
| 25-102        | Laura Pelky             | 771 W Main      | Water Heater Replacement | 2,000.00             | 57.00      | res         |

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**TOTALS** 326,500.00

| <u>2024</u>             |                          |                     | <u>2025</u>             |                          |                     |
|-------------------------|--------------------------|---------------------|-------------------------|--------------------------|---------------------|
| <u>Permit Types</u>     | <u>Number of Permits</u> | <u>Project Cost</u> | <u>Permit Types</u>     | <u>Number of Permits</u> | <u>Project Cost</u> |
| residential total       | 3                        | \$13,185.00         | residential total       | 6                        | \$45,500.00         |
| new residential total   | 1                        | \$550,000.00        | new residential total   | 1                        | \$281,000.00        |
| multi-family total      |                          |                     | multi-family total      |                          |                     |
| comm/ind total          | 1                        | \$9,985.00          | comm/ind total          |                          |                     |
| municipal, public total |                          |                     | municipal, public total |                          |                     |
| <b>Total</b>            | <b>5</b>                 | <b>\$573,170.00</b> | <b>Total</b>            | <b>7</b>                 | <b>\$326,500.00</b> |

Prepared by Village office staff