



Village of Hobart
Village Office 2990 S. Pine Tree Rd, Hobart, WI
www.hobart-wi.org - www.buildinhobart.com

Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Tuesday March 5th 2024 at 6:00 P.M. at the Hobart Fire Station #1 (2703 South Pine Tree Road). NOTICE OF POSTING: Posted this 1st day of March, 2024 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

MEETING NOTICE – VILLAGE BOARD (Regular)

Date/Time: Tuesday March 5th 2024 (6:00 P.M.)

Location: Hobart Fire Station #1, 2703 South Pine Tree Road

ROUTINE ITEMS TO BE ACTED UPON:

1. Call to order/Roll Call.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. 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 February 21st 2024 (Regular) (Page 8)

6. ITEMS REMOVED FROM CONSENT AGENDA

7. CITIZENS' COMMENTS, RESOLUTIONS AND PRESENTATIONS (NOTE: Please limit citizens' comments to no more than three minutes)

A. DISCUSSION AND ACTION – Resolution 2024-04 (Resolution Authorizing the Issuance and Sale of \$10,000,000 General Obligation Promissory Notes, Series 2024A) (Page 11)

B. DISCUSSION AND ACTION - Resolution 2024-05 (Resolution Authorizing the Issuance and Sale of \$1,460,000 Taxable General Obligation Promissory Notes, Series 2024B) (Page 31)

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

A. INFORMATION – Hobart-Lawrence Police Report (January 2024) (Page 56)

B. INFORMATION – Hobart-Lawrence Police Department Staffing Changes and Updates

9. COMMITTEE REPORTS AND ACTIONS

10. OLD BUSINESS

A. DISCUSSION AND ACTION – Ordinance 2024-01 (AN ORDINANCE AMENDING ARTICLE I (BARKING DOGS) AND ARTICLE IV (VICIOUS ANIMALS PROHIBITED; PIGEONS) OF CHAPTER 102 (ANIMALS) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) (Page 70)

The purpose of this Ordinance is to amend the Municipal Code addressing animals and animal control, specifically barking dogs, dangerous and vicious animals, and the control of the feral cat population in the Village.

B. DISCUSSION AND ACTION - AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOWARD AND THE VILLAGE OF HOBART FOR ANIMAL CONTROL / HUMANE OFFICER AND CITIZEN ANIMAL RESPONSE TEAM (CART) SERVICES PURSUANT TO WISCONSIN STATUTE §66.0301 (Page 78)

11. NEW BUSINESS

A. DISCUSSION AND ACTION – Awarding of 2024 Sunlite Drive Reconstruction and Founders Terrace Extension (Contract 2320-24-02) (Page 83)

Staff is recommending awarding the bid to reconstruct Sunlite Drive (\$1,089,996.98) and the extension of Founders Terrace (\$238,742.37) to MCC, Inc. (Appleton) for a total award of \$1,328,709.35. The recent borrowing to finance these projects was \$1,846,181, \$517,472 over the requested bid amount.

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

C. 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: Sale of Property/TID Projects/Development Agreements
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

D. CONVENE into open session

E. ACTION from closed session

12. ADJOURN

Aaron Kramer, Village Administrator

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

UPCOMING BOARD MEETINGS

Tuesday March 19th 2024 (6:00 PM) – Regular Board Meeting at Village Office

* Wednesday April 3rd 2024 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday April 16th 2024 (6:00 PM) – Regular Board Meeting at Village Office

* - Moved from Tuesday April 2nd due to the Spring Election

NOTE: Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: www.hobart-wi.org. Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk-Treasurer'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.

2/28/2024 11:34 AM

Check Register - Quick Report - ALL

Page: 1

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 3/05/2024

From Account:

Thru: 3/05/2024

Thru Account:

Check Nbr	Check Date	Payee	Amount
59100	3/05/2024	AMANDA WANGERIN REIMBURSEMENT - SHIPPING COURT DOCS	9.85
59101	3/05/2024	ANN PRICE ELECTION & TRAINING FEBRUARY 2024	162.25
59102	3/05/2024	AT&T WATER BOOSTER PHONE LINE	358.88
59103	3/05/2024	BADGER METER INC. BALANCE ON INVOICE 80151017	1.35
59104	3/05/2024	BEAR GRAPHICS INC ELECTION ENVELOPES	146.70
59105	3/05/2024	BELSON CO. TOWELING / TISSUE/ CLEANERS/ LINERS / GL	704.73
59106	3/05/2024	BONNIE PARUCH ELECTION / TRAINING	16.50
59107	3/05/2024	BRIAN RUECHEL FEBRUARY INVOICE 2024	6,776.25
59108	3/05/2024	BROWN COUNTY PORT & RESOURCE RECOVERY JANUARY 20224 INVOICES	9,594.68
59109	3/05/2024	BROWN COUNTY TREASURER PURCHASED 6-CURB SHOES FOR PLOW HIGHWAY	222.06
59110	3/05/2024	CARLA GOFFARD ELECTION / TRAINING	16.50
59111	3/05/2024	CHRIS TREMEL REIMBURSEMENT TRAINING EXPENSES	36.81
59112	3/05/2024	CINTAS CORP MATS AT BUILDINGS	40.08
59113	3/05/2024	CITY OF WAUSAU BLAKE MAIN POLYGRAPH SERVICES	300.00
59114	3/05/2024	CYNDE CARLEY ELECTION & TRAINING FEBRUARY 2024	206.25
59115	3/05/2024	D2 OF HOBART ELECTION ROOM RENT 2024 ELECTIONS -4	1,200.00
59116	3/05/2024	DELTA DENTAL OF WISCONSIN DENTAL AND VISION PREMIUMS MARCH	2,250.07
59117	3/05/2024	DIVERSIFIED BENEFIT SERVICES INC. FEBRUARY 125-FSA ADMIN SERVICES	95.00
59118	3/05/2024	FASTENAL COMPANY COTTER PINS	17.25

2/28/2024 11:34 AM

Check Register - Quick Report - ALL

Page: 2

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 3/05/2024

From Account:

Thru: 3/05/2024

Thru Account:

Check Nbr	Check Date	Payee	Amount
59119	3/05/2024	FEDEX MULTIPLE SHIPMENTS TO CRIME LAB	24.66
59120	3/05/2024	FIRST NET CELL PHONES	768.91
59121	3/05/2024	GARY LEWIS ELECTION & TRAINING FEBRUARY 2024	203.50
59122	3/05/2024	GAT SUPPLY INC. MULTIPLE INVOICES / DEPARTMENTS	308.80
59123	3/05/2024	GFL - GFL SOLID WASTE MIDWEST LLC REFUSE & RECYCLING COLLECTION	26,409.86
59124	3/05/2024	HAWKINS INC. CHEMICALS WATER TREATMENT	40.00
59125	3/05/2024	JAMIE BARKE ELECTION / TRAINING	16.50
59126	3/05/2024	JEANNE ZEITLER ELECTION / TRAINING	8.25
59127	3/05/2024	JOAN PETERS ELECTION & TRAINING FEBRUARY 2024	258.75
59128	3/05/2024	LINDA C MAXWELL ELECTION & TRAINING FEBRUARY 2024	104.50
59129	3/05/2024	LINDA HIERONIMCZAK ELECTION / TRAINING	132.00
59130	3/05/2024	LISA VANDEN HEUVEL REIMBURSEMENTS ELECTION 2-20-2024	303.50
59131	3/05/2024	MADISON J BAUER ELECTION / TRAINING	118.25
59132	3/05/2024	MARCO TECHNOLOGIES LLC SHARP MACHINE MAINT / CONTRACT RATE	326.31
59133	3/05/2024	MARGENE MARCANTONIO ELECTION / TRAINING	99.00
59134	3/05/2024	MARK GREENLUND REFUND DUPLICATE PMNT TICKET 7R81FLM814	35.00
59135	3/05/2024	MARY BAEB ELECTION / TRAINING	82.50
59136	3/05/2024	MORaine PARK TECHNICAL COLLEGE TRAINING AMBROSIUS & SHEPARD	974.10
59137	3/05/2024	MUNICIPAL TREASURERS ASSOCIATION OF WI. INC. REGISTRATION ANASTASIA BELL 2024 CONFERE	135.00

2/28/2024 11:34 AM

Check Register - Quick Report - ALL

Page: 3

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 3/05/2024

From Account:

Thru: 3/05/2024

Thru Account:

Check Nbr	Check Date	Payee	Amount
59138	3/05/2024	NEWCOMERS UPDATE TO INFORMATION & ANNUAL RENEWAL	90.00
59139	3/05/2024	PACKERLAND GLASS PRODUCTS REPLACE BROKEN DOOR GLASS	429.00
59140	3/05/2024	PARAGON DEVELOPMENT SYSTEMS INC. ELECTRONIC HP CARE PACK - 8	800.00
59141	3/05/2024	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC LEASE OF POSTAGE EQUIPMENT	222.06
59142	3/05/2024	SAM SCHROEDER REIMBURSEMENT UNIFORM EXPENSE	369.53
59143	3/05/2024	SANDRA MASON ELECTION / TRAINING	38.50
59144	3/05/2024	SUE LINDBERG ELECTION / TRAINING	16.50
59145	3/05/2024	SUE SHULER ELECTION / TRAINING	66.00
59146	3/05/2024	SUE VANBEEK ELECTION / TRAINING	16.50
59147	3/05/2024	TECHNOLOGY ARCHITECTS INC. BLOCKTIME FINAL AND HORNET CREDIT MEMO	294.95
59148	3/05/2024	TERRY LEWIS ELECTION / TRAINING	8.25
59149	3/05/2024	THARIO BUILDING SERVICES INC CLEANING SERVICE FEBRUARY	1,378.00
59150	3/05/2024	TIMOTHY FLUNKER ELECTION / TRAINING	8.25
59151	3/05/2024	TRUCK EQUIPMENT INC MULTIPLE INVOICES	761.82
59152	3/05/2024	VERN PARUCH ELECTION / TRAINING	16.50
59153	3/05/2024	VILLAGE OF HOWARD CITIZEN ANIMAL RESPONSE TEAM JAN 2024	48.09
59154	3/05/2024	VIRGINIA BECKS ELECTION / TRAINING	138.00
59155	3/05/2024	WRAP TECHNOLOGIES INC POLICE EQUIPMENT	3,749.58
WEXFUEL	3/05/2024	WRIGHT EXPRESS INV 95237985	5,380.28

Manual Check

2/28/2024 11:34 AM

Check Register - Quick Report - ALL

Page: 4

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 3/05/2024

From Account:

Thru: 3/05/2024

Thru Account:

Check Nbr Check Date Payee

Amount

Grand Total

66,336.41

2/28/2024 11:34 AM

Check Register - Quick Report - ALL

Page: 5

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 3/05/2024

From Account:

Thru: 3/05/2024

Thru Account:

Amount

Total Expenditure from Fund # 001 - General Fund	53,136.94
Total Expenditure from Fund # 002 - Water Fund	2,977.62
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	1,827.31
Total Expenditure from Fund # 007 - Storm Water Fund	1,957.20
Total Expenditure from Fund # 008 - TID #1 Fund	1,129.38
Total Expenditure from Fund # 009 - TID #2 Fund	1,129.38
Total Expenditure from Fund # 010 - Parks & Recreation	429.00
Total Expenditure from Fund # 013 - Police Department	3,749.58
Total Expenditure from all Funds	66,336.41



MEETING MINUTES – VILLAGE BOARD (Regular)

Date/Time: Wednesday February 21st 2024 (6:00 P.M.)

Location: Village Office, 2990 South Pine Tree Road

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. Rich Heidel, David Dillenburg, Melissa Tanke, Tammy Zittlow, and Vanya Koepke 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 approval of the agenda. MOTION: Heidel SECOND: Tanke VOICE VOTE: 5-0
3. Pledge of Allegiance - Those present recited the Pledge of Allegiance.

4. PUBLIC HEARINGS – None.

5. CONSENT AGENDA

A. Payment of Invoices; B. VILLAGE BOARD: Minutes of February 6th 2024 (Regular); C. PLANNING AND ZONING COMMISSION: Minutes of November 8th 2023. - ACTION: To approve the consent agenda as presented. MOTION: Dillenburg SECOND: Koepke VOICE VOTE: 5-0

6. ITEMS REMOVED FROM CONSENT AGENDA – None.

7. CITIZENS' COMMENTS, RESOLUTIONS AND PRESENTATIONS (NOTE: Please limit citizens' comments to no more than three minutes)

Appearing before the board:

Nicholas Kolanko, 4584 Sir Gregory Anthony Ct
 Connie Kennedy, 4447 Seminole Trl
 Laura Rogers, 1224 S Pine Tree Rd
 Robert Kraft, 1211 S. Pine Tree Rd
 Ashley Kraft, 1211 S. Pine Tree Rd
 Joe Feldhausen, 708 Nathan Dr
 Carey Hansen, 2494 Scheuring
 Mary Williams, 880 Nathan Dr.

A. DISCUSSION AND ACTION - Resolution Providing for the Sale of Approximately \$10,000,000 General Obligation Promissory Notes, Series 2024A (Resolution 2024-02). Administrator Kramer presented the General Obligation Promissory Notes, Series 2024A. ACTION: To approve Resolution 2024-02. MOTION: Heidel SECOND: Zittlow ROLL CALL VOTE 5-0

B. DISCUSSION AND ACTION - Resolution Providing for the Sale of Approximately \$1,460,000 Taxable General Obligation Promissory Notes, Series 2024B (Resolution 2024-03) Administrator Kramer presented the General Obligation Promissory Notes, Series 2024B. ACTION: To approve Resolution 2024-03. MOTION: Heidel SECOND: Koepke ROLL CALL VOTE 5-0

C. PRESENTATION - Ring Neighbors (Hobart-Lawrence Police Department) Chief Renkas presented the Ring Neighbors program.

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

- There will not be a Public Works & Utilities Meeting this month
- There will not be a Site Review Committee Meeting or a Planning & Zoning Commission Meeting this month.
- It is expected there will be a Park & Recreation Committee Meeting in March
- The Election was held on February 20, 2024; all went well.
- S. Pine tree is closed Thursday and Monday for culvert repairs.

9. COMMITTEE REPORTS AND ACTIONS – None.**10. OLD BUSINESS** – None.**11. NEW BUSINESS****A. DISCUSSION AND ACTION – Awarding 2024 Street and Drainage Improvements Projects (Contract 2320-24-01)**

Staff is recommending the following projects be awarded to Northeast Asphalt (Greenville, WI): Sunbeam Circle (\$65,782.50); South Overland Road (\$413,580.50); Gypsy Lane (\$41,733.00); Storm Inlet Repairs (\$43,541.50); Jan Wos Park Basketball Court (\$24,172.50), for a total of \$588,810.00. Administrator Kramer discussed the projects in Contract 2320-24-01.

ACTION: To award the following 2024 Street and Drainage Improvements projects (Contract 2320-24-01) to Northeast Asphalt (Greenville, WI): Sunbeam Circle (\$65,782.50); South Overland Road (\$413,580.50); Gypsy Lane (\$41,733.00); Storm Inlet Repairs (\$43,541.50); Jan Wos Park Basketball Court (\$24,172.50), and Quiet Court (\$25,085) for a total of \$613,895. MOTION: Heidel SECOND: Dillenburg. VOICE VOTE: 5-0

B. DISCUSSION AND ACTION – Ordinance 2024-01 (AN ORDINANCE AMENDING ARTICLE I (BARKING DOGS) AND ARTICLE IV (VICIOUS ANIMALS PROHIBITED; PIGEONS) OF CHAPTER 102 (ANIMALS) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN)

The purpose of this Ordinance is to amend the Municipal Code addressing animals and animal control, specifically barking dogs, dangerous and vicious animals, and the control of the feral cat population in the Village. Administrator Kramer and Chief Renkas presented changes to Chapter 102.

Appearing before the board:

Ashley Sauder, 3641 N. Overland Rd.

ACTION: To move Item B, Ordinance 2024-01, to a second reading at the March 5, 2024 Village Board Meeting. MOTION: Heidel SECOND: Koepke VOICE VOTE: 5-0

C. DISCUSSION AND ACTION - AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOWARD AND THE VILLAGE OF HOBART FOR ANIMAL CONTROL / HUMANE OFFICER AND CITIZEN ANIMAL RESPONSE TEAM (CART) SERVICES PURSUANT TO WISCONSIN STATUTE §66.0301

Staff recommends that both this agenda item and the previous agenda item have a First (Tonight) and Second Reading (March 5th). Administrator Kramer and Chief Renkas reviewed the Agreement between the Village of Howard. ACTION: To move Item C, an I intergovernmental agreement between the village of Howard and the village of Hobart for animal control / humane officer and citizen animal response team (cart) services pursuant to wisconsin statute §66.0301, to a second reading at the March 5, 2024 Village Board Meeting. MOTION: Koepke SECOND: Zittlow VOICE VOTE: 5-0

D. DISCUSSION AND ACTION – Establish a Public Hearing to Consider Modifications/Amendments to the Zoning Ordinance, Chapter 295, Article XIV, PDD #2: Orlando/Packerland Planned Development District

ACTION: To hold the Public Hearing at the March 19-2024 Board meeting. MOTION: Heidel SECOND: Zittlow VOICE VOTE 5-0

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

Would the board like to hold one of the March Village Board Meetings at Fire Station 1? ACTION: To schedule the March 5, 2024 Village Board Meeting to be held at Fire Station 1. MOTION Heidel SECOND Koepke VOICE VOTE: 5-0

ACTION: To recess prior to going into closed session(7:26 PM). MOTION: Heidel SECOND: Koepke VOICE VOTE: 5-0

NOTE: Tanke left the meeting at 8:00 PM.

F. ADJOURN to CLOSED SESSION (8:10 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: Sale of Property/TID Projects/Development Agreements, 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: Koepke VOICE VOTE: 4-0

G. CONVENE into open session (9:48 PM) – MOTION: Dillenburg SECOND: Zittlow VOICE VOTE: 4-0

H. ACTION from closed session - None

12. ADJOURN (9:49 PM) – MOTION: Dillenburg SECOND: Zittlow VOICE VOTE: 4-0

Respectfully submitted by Lisa Vanden Heuvel, Clerk

RESOLUTION NO. 2024-04**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$10,000,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2024A**

WHEREAS, on February 21, 2024, the Village Board of the Village of Hobart, Brown County, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2024A (the "Notes") for public purposes, including paying the cost of public infrastructure projects in the Village's Tax Incremental District No. 1 and Tax Incremental District No. 2 (collectively, the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed PMA Securities, LLC ("PMA") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, PMA, in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 5, 2024;

WHEREAS, the Village Clerk (in consultation with PMA) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 5, 2024;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. PMA has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by PMA are hereby ratified and approved in all respects. All actions taken by officers of the Village and PMA in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TEN MILLION DOLLARS (\$10,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of \$10,000,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2031 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on March 1, 2030 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2024 through 2031 for the payments due in the years 2024 through 2032 in the amounts set forth on the Schedule. The amount of tax levied in the year 2024 shall be the total amount of debt service due on the Notes in the years 2024 and 2025; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2024.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from proceeds of the Notes or other funds of the Village on hand, including tax increment a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2024 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A, dated March 26, 2024" (the "Debt Service Fund Account") and such account shall be

maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes,

shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and

contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Zions Bancorporation, National Association, Chicago, Illinois, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 5, 2024.

Richard R. Heidel
President

ATTEST:

Lisa Vanden Heuvel
Village Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
 STATE OF WISCONSIN DOLLARS
 BROWN COUNTY
 VILLAGE OF HOBART \$ _____
 NO. R- _____
 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
 March 1, _____ March 26, 2024 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
 (\$ _____)

FOR VALUE RECEIVED, the Village of Hobart, Brown County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Zions Bancorporation, National Association, Chicago, Illinois (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$10,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of public infrastructure projects in the Village's Tax Incremental District No. 1 and Tax Incremental District No. 2, as authorized by a resolution adopted on March 5, 2024. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2030 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Hobart, Brown County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF HOBART
BROWN COUNTY, WISCONSIN

By: _____
Richard R. Heidel
President

(SEAL)

By: _____
Lisa Vanden Heuvel
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Hobart, Brown County, Wisconsin.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
CHICAGO, ILLINOIS

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

RESOLUTION NO. 2024-05**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$1,460,000 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2024B**

WHEREAS, on February 21, 2024, the Village Board of the Village of Hobart, Brown County, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of Taxable General Obligation Promissory Notes, Series 2024B (the "Notes") for public purposes, including paying the cost of project costs of the Village's Tax Incremental District No. 1 (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Notes on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed PMA Securities, LLC ("PMA") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, PMA, in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 5, 2024;

WHEREAS, the Village Clerk (in consultation with PMA) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 5, 2024;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. PMA has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by PMA are hereby ratified and approved in all respects. All actions taken by officers of the Village and PMA in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of ONE MILLION FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$1,460,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2024B"; shall be issued in the aggregate principal amount of \$1,460,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2031 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on March 1, 2030 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as

Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2024 through 2031 for the payments due in the years 2024 through 2032 in the amounts set forth on the Schedule. The amount of tax levied in the year 2024 shall be the total amount of debt service due on the Notes in the years 2024 and 2025; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2024.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from proceeds of the Notes or other funds of the Village on hand, including tax increment a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2024 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously

issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2024B, dated March 26, 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Zions Bancorporation, National Association, Chicago, Illinois, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 10. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 13. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 15. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 5, 2024.

Richard R. Heidel
President

ATTEST:

Lisa Vanden Heuvel
Village Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
 STATE OF WISCONSIN DOLLARS
 BROWN COUNTY
 VILLAGE OF HOBART
 NO. R- _____ \$ _____
 TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
 March 1, _____ March 26, 2024 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
 (\$ _____)

FOR VALUE RECEIVED, the Village of Hobart, Brown County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Zions Bancorporation, National Association, Chicago, Illinois (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$1,460,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of project costs of the Village's Tax Incremental District No. 1, as authorized by a resolution adopted on March 5, 2024. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on March 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2030 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider

the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the Village of Hobart, Brown County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF HOBART
BROWN COUNTY, WISCONSIN

By: _____
Richard R. Heidel
President

(SEAL)

By: _____
Lisa Vanden Heuvel
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Hobart, Brown County, Wisconsin.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
CHICAGO, ILLINOIS

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

RatingsDirect®

Summary:

Hobart Village, Wisconsin; General Obligation

Primary Credit Analyst:

Rebecca Y Roman, Chicago (1) 708-219-0455; rebecca.roman@spglobal.com

Secondary Contact:

Ying Huang, San Francisco + 1 (415) 371 5008; ying.huang@spglobal.com

Table Of Contents

Credit Highlights

Outlook

Related Research

Summary:**Hobart Village, Wisconsin; General Obligation****Credit Profile**

US\$10.0 mil GO prom nts ser 2024A due 03/01/2032

Long Term Rating

AA/Stable

New

US\$1.46 mil taxable GO prom nts ser 2024B due 03/01/2032

Long Term Rating

AA/Stable

New

Hobart Vill GO

Long Term Rating

AA/Stable

Affirmed

Hobart Vill GO

Long Term Rating

AA/Stable

Affirmed

Credit Highlights

- S&P Global Ratings assigned its 'AA' rating to Hobart Village, Wis.' roughly \$10 million series 2024A general obligation (GO) promissory notes and roughly \$1.5 million series 2024B taxable GO promissory notes.
- At the same time, S&P Global Ratings affirmed its 'AA' rating on the village's existing GO debt.
- The outlook is stable.

Security

The village's full-faith-and-credit pledge and unlimited ad valorem tax secure the GO debt. Officials will use the promissory notes to finance community development projects and the construction of a new fire station.

Credit overview

Hobart, a suburb of Green Bay, has experienced considerable growth recently, spurred by new housing and economic development projects. Local taxes, which make up the majority of revenue, support operations, with steady increases during the past several fiscal years. Management attributes most of the recent tax-base growth to real estate appreciation. As the village continues with its development plans, we expect the property tax base will likely remain stable and continue to support operations.

Management usually budgets conservatively for breakeven results for the current fiscal year, which is why the fiscal 2024 budget shows breakeven operational results with a contingency of \$150,000. Management's fiscal 2023 estimates show a general fund surplus of roughly \$190,000 net of transfers. It incorporates contingency expenses into the budget that end up supporting operating results if not spent. In fiscal 2023, management set aside \$142,000 for contingencies that went unspent at fiscal year-end. In addition to the unspent contingency, Hobart received higher-than-expected building permit revenue and investment income.

Hobart has routinely issued debt to support ongoing development, primarily in its tax-increment districts. We consider elevated debt a rating constraint that could cause downward rating pressure if costs were to continue to grow as a

percent of the budget. However, the village does not currently have any additional debt plans; therefore, we expect the debt profile will likely remain elevated but manageable during the next few years.

The rating reflects our opinion of Hobart's:

- Very strong economy with access to a broad, diverse metropolitan statistical area (MSA);
- Good financial-management policies, practices under our Financial Management Assessment (FMA) methodology—highlighted by its quarterly budget-to-actual results and investment reporting to the village board, formal five-year capital plan, and recently revised formal reserve policy that includes larger debt-service payments—and strong Institutional Framework score;
- Strong budgetary performance, with an estimated general fund operating surplus in fiscal 2023, coupled with a history of maintaining very strong budgetary flexibility; and
- Weak debt-and-contingent-liability profile, with debt service carrying charges at 32% of expenditures and net direct debt that is 579% of total governmental fund revenue, and low pension and other postemployment benefit (OPEB) costs.

We note that the sovereign Oneida Nation of Wisconsin's reservation overlaps with Hobart in the Green Bay MSA. Sovereign Indian nations can apply to the Bureau of Indian Affairs to have the federal government place lands in trust. Once this is accomplished, the land is not subject to property taxation. The tribe currently owns 322 parcels in Hobart with a preliminary fiscal 2024 assessed value (AV) of about \$40 million, or 4% of total AV, which makes it the village's leading single taxpayer. Currently, the land is subject to property taxation. However, the tribe has multiple applications pending before the Bureau of Indian Affairs to place the land in trust; most of these have been filed since 2008 and represent 148 parcels valued at \$9.6 million, or 1% of total AV. In our view, Hobart is not at significant risk of property tax revenue loss if the bureau moves the lands into a trust because of its statutory levy limit.

Hobart's property tax levy is subject to statutory levy limits, meaning the village can increase its annual levy by the greater of the percent change in value due to net new construction, or 0%. Therefore, AV losses do not translate into losses in the village's ability to levy because of the 0% floor. Substantial AV loss would likely result in tax increases for other taxpayers since they would be forced to pay an increasingly large share of the total cost of government. In our view, further market value growth, as predicted, would likely offset any potential AV losses if the bureau places the tribe's land into a trust.

Environmental, social, and governance

Environmental, social, and governance risks are neutral within our credit analysis.

Outlook

The stable outlook reflects S&P Global Ratings' view that management will likely continue to practice conservative budgeting to maintain stable operations and very strong reserves as it continues to pay down debt service.

Downside scenario

We could lower the rating if budgetary performance were to weaken, causing available reserves to decrease below the

Summary: Hobart Village, Wisconsin; General Obligation

village's formal reserve policy of maintaining 25% of expenditures in reserve; if economic metrics were to deteriorate significantly; or if total fixed-cost carrying charges were to increasingly pressure finances.

Upside scenario

With all else equal, we could raise the rating if debt were to decrease substantially while management maintains current reserves.

Hobart Village, Wisconsin--Key credit metrics				
	Most recent	Historical information		
		2022	2021	2020
Strong economy				
Projected per capita EBI % of U.S.	122	135	126	132
Market value per capita (\$)	162,599	122,077	114,439	105,165
Population		9,317	9,232	9,238
County unemployment rate (%)		2.6	2.6	3.5
Market value (\$000)	1,514,933	1,137,392	1,056,502	971,510
Ten largest taxpayers % of taxable value	18.1	15.9	17.0	16.0
Very strong budgetary performance				
Operating fund result % of expenditures		3.4	(1.2)	0.5
Total governmental fund result % of expenditures		24.5	9.9	13.4
Very strong budgetary flexibility				
Available reserves % of operating expenditures		43.8	45.1	38.1
Total available reserves (\$000)		1,761	1,625	1,366
Very strong liquidity				
Total government cash % of governmental fund expenditures		149.1	120.7	132.9
Total government cash % of governmental fund debt service		462.9	355.5	349.4
Strong management				
Financial Management Assessment	Good			
Weak debt & long-term liabilities				
Debt service % of governmental fund expenditures		32.2	34.0	38.0
Net direct debt % of governmental fund revenue	579.0			
Overall net debt % of market value	6.2			
Direct debt 10-year amortization (%)	88.4			
Required pension contribution % of governmental fund expenditures		2.1		
OPEB actual contribution % of governmental fund expenditures		0.0		
Strong institutional framework				
EBI--Effective buying income. OPEB--Other postemployment benefits.				

Data points and ratios may reflect analytical adjustments.

Related Research

Credit Conditions North America Q3 2022: Credit Headwinds Turn Stormy, June 28, 2022

S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013

Alternative Financing: Disclosure Is Critical To Credit Analysis In Public Finance, Feb. 18, 2014

Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019

Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Ratings Detail (As Of February 22, 2024)

Hobart Vill GO prom nts		
<i>Long Term Rating</i>	AA/Stable	Affirmed

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.spglobal.com/ratings for further information. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

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MONTHLY REPORT

January 2024



Hobart-Lawrence
Police Department



www.hobart-wi.org/police-department

Introduction

February 29th, 2024

Village of Hobart Board - Town of Lawrence Board - Police Commission

RE: Monthly Report - January 2024

Dear Members:

Please review the monthly report for January.

If you have any questions, please feel free to contact me.

Sincerely,

Michael Renkas
Chief of Police

Hobart-Lawrence Police Department
Monthly Report - January 2024

MONTHLY REPORT

JANUARY 2024 - SNAPSHOT



	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
Total # of Incidents	775	1131	-31%	775	1131	-31%
Requests for Service	289	252	15%	289	252	15%
Officer Initiated	486	879	-45%	486	879	-45%
Citizen Contacts/ Warnings	93	61	52%	93	61	52%
Traffic Citations	119	123	-3%	119	123	-3%
Speeding	24	21	14%	24	21	14%
OWI	3	3	0%	3	3	0%
Ordinance Summons	11	5	120%	11	5	120%
Parking Tickets	29	36	-19%	29	36	-19%
Warrant Pick Ups	1	2	-50%	1	2	-50%
Accidents (TRAcS)	21	24	-13%	21	24	-13%
	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
District Attorney Referrals/ In-Custody	23	10	130%	23	10	130%
Juvenile Criminal Referrals	0	0	0%	0	0	0%
Emergency Detentions	0	1	-100%	0	1	-100%
Alcohol Holds	0	0	0%	0	0	0%
Animal Bite	1	0	100%	1	0	100%

HOBART

Call Type	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	% Change
RECKLESS DRIVING COMPLAINT	2023	9												9	-
	2024	4												4	-55.6%
RESCUE ALS CALL	2023	5												5	-
	2024	9												9	80.0%
SCAM CALL	2023	0												0	-
	2024	1												1	N/A
SEX OFFENSES	2023	4												4	-
	2024	2												2	-50.0%
STRUCTURE FIRE	2023	1												1	-
	2024	1												1	0.0%
SUSPICIOUS PERSON	2023	3												3	-
	2024	0												0	-100.0%
SUSPICIOUS SITUATIONS	2023	6												6	-
	2024	3												3	-50.0%
SUSPICIOUS VEHICLE	2023	8												8	-
	2024	7												7	-12.5%
THEFT CALL	2023	1												1	-
	2024	5												5	400.0%
TRAFFIC STOP	2023	67												67	-
	2024	89												89	32.8%
TRESPASS CALL	2023	1												1	-
	2024	0												0	-100.0%
TRUANCY CALL	2023	0												0	-
	2024	1												1	N/A
Traffic Complaint	2023	56												56	-
	2024	0												0	-100.0%
VEHICLE FIRE	2023	1												1	-
	2024	0												0	-100.0%
VIOLATION OF COURT ORDER	2023	0												0	-
	2024	1												1	N/A
WARRANT PICKUP/SERVICE	2023	2												2	-
	2024	3												3	50.0%
WATER PROBLEMS	2023	0												0	-
	2024	1												1	N/A
WELFARE CHECK	2023	11												11	-
	2024	12												12	9.1%
WIRE DOWN CALL	2023	1												1	-
	2024	0												0	-100.0%
Monthly Totals:		1200												1200	



COMMITMENT ★ INTEGRITY ★ DIGNITY ★ COMPASSION

Call Type	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	% Change
911 ASSIST CALL	2023	4												4	-
	2024	9												9	125.0%
911 HANG UP	2023	8												8	-
	2024	5												5	-37.5%
ABANDONED VEHICLE	2023	0												0	-
	2024	2												2	N/A
ACCIDENT CALL	2023	16												16	-
	2024	23												23	43.8%
ACCIDENT WITH INJURY	2023	1												1	-
	2024	1												1	0.0%
ALARM CALL	2023	6												6	-
	2024	5												5	-16.7%
ANIMAL CALL	2023	3												3	-
	2024	7												7	133.3%
ASSIST MOTORIST	2023	16												16	-
	2024	39												39	143.8%
ASSIST OTHER LEO AGENCY	2023	4												4	-
	2024	2												2	-50.0%
BUILDING SECURITY	2023	64												64	-
	2024	28												28	-56.2%
BURGLARY OVERWITH	2023	1												1	-
	2024	0												0	-100.0%
CARBON MONOXIDE FIRE	2023	0												0	-
	2024	5												5	N/A
CIVIL PROCESS	2023	1												1	-
	2024	0												0	-100.0%
COURT CALL	2023	1												1	-
	2024	0												0	-100.0%
CRIME PREVENTION	2023	128												128	-
	2024	45												45	-64.8%
DAMAGE TO PROPERTY/CRIMINAL	2023	0												0	-
	2024	1												1	N/A
DISTURBANCE	2023	7												7	-
	2024	5												5	-28.6%
FIRE ALARM	2023	0												0	-
	2024	3												3	N/A
FRAUD CALL	2023	3												3	-
	2024	5												5	66.7%
HARASSMENT COMPLAINT	2023	1												1	-
	2024	2												2	100.0%
HAZARD CALL	2023	3												3	-
	2024	8												8	166.7%
JUVENILE CALL	2023	1												1	-
	2024	0												0	-100.0%
LOST AND FOUND CALL	2023	0												0	-
	2024	1												1	N/A
MEDICAL/LIFT ASSIST CALL	2023	4												4	-
	2024	1												1	-75.0%
NOISE COMPLAINT	2023	1												1	-
	2024	0												0	-100.0%
ONLY IF NO OTHER INCIDENT TYPE	2023	2												2	-
	2024	8												8	300.0%
OPEN DOOR CALL	2023	1												1	-
	2024	0												0	-100.0%
ORDINANCE VIOLATION	2023	2												2	-
	2024	1												1	-50.0%

LAWRENCE

Call Type	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	% Change
PARKING VIOLATION	2023	9												9	-
	2024	13												13	44.4%
PRE-ALERT MEDICAL	2023	26												26	-
	2024	19												19	-26.9%
RECKLESS DRIVING COMPLAINT	2023	14												14	-
	2024	16												16	14.3%
RESCUE ALS CALL	2023	2												2	-
	2024	0												0	-100.0%
RUNAWAY CALL	2023	0												0	-
	2024	1												1	N/A
SCAM CALL	2023	3												3	-
	2024	1												1	-66.7%
SEX OFFENSES	2023	0												0	-
	2024	1												1	N/A
STRUCTURE FIRE	2023	1												1	-
	2024	0												0	-100.0%
SUSPICIOUS PERSON	2023	2												2	-
	2024	0												0	-100.0%
SUSPICIOUS SITUATIONS	2023	2												2	-
	2024	2												2	0.0%
SUSPICIOUS VEHICLE	2023	3												3	-
	2024	2												2	-33.3%
THEFT CALL	2023	4												4	-
	2024	2												2	-50.0%
TRAFFIC STOP	2023	48												48	-
	2024	57												57	18.8%
TRESPASS CALL	2023	1												1	-
	2024	0												0	-100.0%
Traffic Complaint	2023	28												28	-
	2024	0												0	-100.0%
VEHICLE FIRE	2023	2												2	-
	2024	1												1	-50.0%
VIOLATION OF COURT ORDER	2023	0												0	-
	2024	1												1	N/A
WEAPONS CALL	2023	2												2	-
	2024	0												0	-100.0%
WELFARE CHECK	2023	8												8	-
	2024	7												7	-12.5%
Monthly Totals:		762												762	



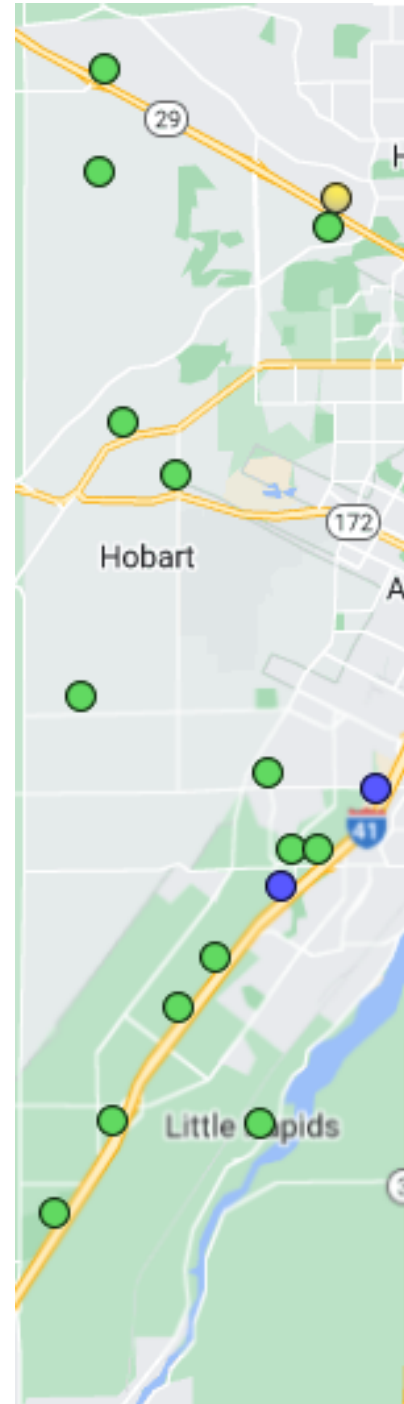
COMMITMENT ★ INTEGRITY ★ DIGNITY ★ COMPASSION

MONTHLY REPORT

JANUARY 2024 - CRASH DATA



Crash Date	Municipality	Type
1/4/2024	Hobart	Injury
1/6/2024	Lawrence	Property
1/7/2024	Lawrence	Property
1/7/2024	Lawrence	Property
1/9/2024	Hobart	Property
1/11/2024	Lawrence	Property
1/11/2024	Lawrence	Property
1/16/2024	Hobart	Injury
1/17/2024	Lawrence	Injury
1/19/2024	Lawrence	Property
1/20/2024	Hobart	Property
1/22/2024	Hobart	Property
1/25/2024	Lawrence	Property
1/25/2024	Lawrence	Property
1/30/2024	Hobart	Property
1/31/2024	Hobart	Property



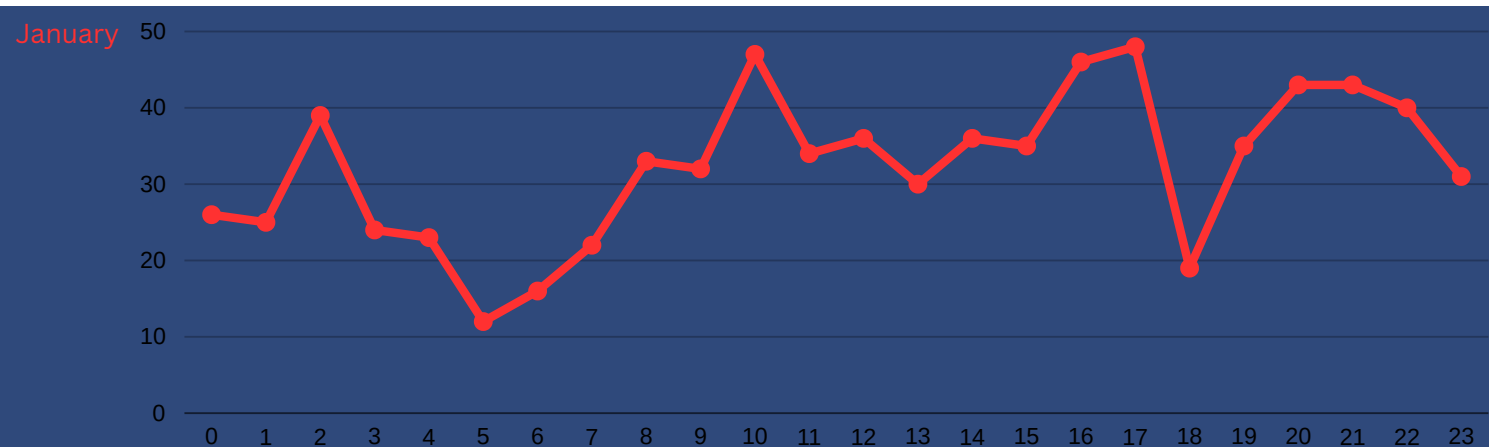
MONTHLY REPORT

JANUARY 2024 - CALLS BY DAY & TIME



To ensure the department has the proper resources necessary for the delivery of high quality police services to the residents of both Hobart and Lawrence, we carefully analyze a variety of workload factors for planning purposes. This includes tracking and reviewing the number of police incidents as well as when they are occurring. Calls for service can be initiated by a variety of means to include, but not limited to, officer observed, being dispatched by 911, approached in person, email correspondence, and/or social media notifications. Calls for service can vary in nature, severity, and level of resources needed to address the issue.

<u>Hour</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Total</u>
00:00-00:59	9	5	2	2	1	4	3	26
01:00-01:59	6	5	1	2	2	4	5	25
02:00-02:59	4	4	6	3	7	9	6	39
03:00-03:59	2	3	1	3	4	8	3	24
04:00-04:59	1	3	4	3	3	7	2	23
05:00-05:59	3	1	0	0	4	3	1	12
06:00-06:59	2	5	6	1	0	0	2	16
07:00-07:59	5	6	4	2	2	3	0	22
08:00-08:59	5	7	5	4	2	7	3	33
09:00-09:59	3	5	4	10	2	6	2	32
10:00-10:59	11	9	3	10	4	5	5	47
11:00-11:59	6	7	8	3	6	2	2	34
12:00-12:59	5	3	5	5	5	6	7	36
13:00-13:59	4	8	7	5	3	2	1	30
14:00-14:59	7	5	5	4	9	5	1	36
15:00-15:59	6	7	8	2	7	4	1	35
16:00-16:59	10	11	9	2	7	5	2	46
17:00-17:59	5	12	8	4	7	6	6	48
18:00-18:59	5	7	3	2	2	0	0	19
19:00-19:59	3	8	11	5	1	4	3	35
20:00-20:59	5	7	7	6	9	7	2	43
21:00-21:59	5	7	5	7	7	7	5	43
22:00-22:59	3	5	7	5	7	7	6	40
23:00-23:59	7	4	6	3	0	7	4	31
Total by Day	122	144	125	93	101	118	72	775



MONTHLY REPORT

JANUARY 2024 - INVESTIGATIONS



CASE TYPE	DETAILS
Disturbance	24-500059
Child Welfare - CPS	24-5000--
Drug Activity	24-500069
Found Property - Firearm	24-500070
Hit & Run Injury Crash	24-500073
Fraud	24-500081
Identity Theft	24-500160
Fraud	24-500227
Death Investigation	24-500---
Disturbance	24-500339
Fraud	24-500386
Drug Activity	24-500464
Sexual Assault	No Danger to Public
Child Welfare - NECMEC	24-500---
Disturbance	24-500514
Child Sexual Assault	No Danger to Public
Fraud	24-500610
Child Sexual Assault	No Danger to Public
Theft	24-500615
Theft	24-500619
Fraud	24-500717

MONTHLY REPORT

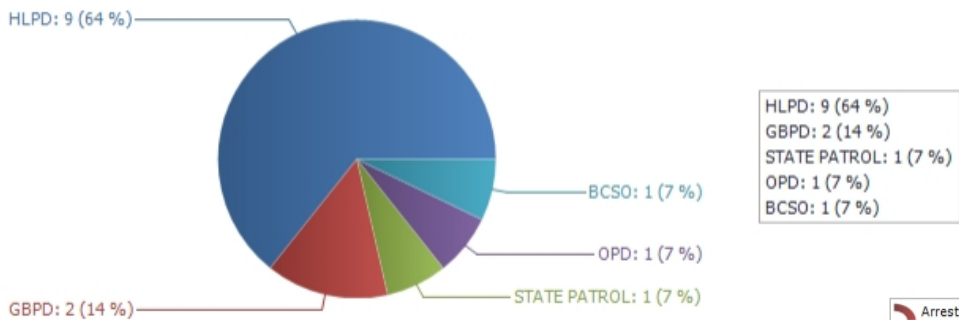
JANUARY 2024 - CANINE TEAMS

PAGE 66



Officer Name & Duty Assignment	DETECTION				PATROL			
	Deploy-ments	Search Areas	Alerts / Indications	Seizure Incidents	Deploy-ments	Arrests With Bites	People Found	Bite Ratio
Chris Tremel	9	9	7	0	6	0	2	0%
Sarah Manning	0	0	0	0	0	0	0	0%

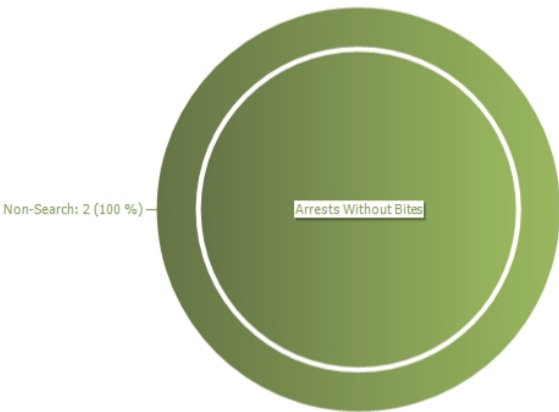
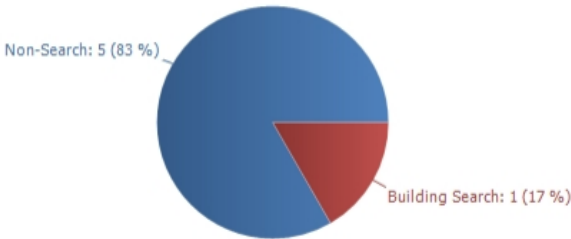
Top 25 Requesting Agencies



Outcomes For 2 People Found



Patrol Types



Detection Statistics



MONTHLY REPORT

JANUARY 2024 - ADMINISTRATIVE



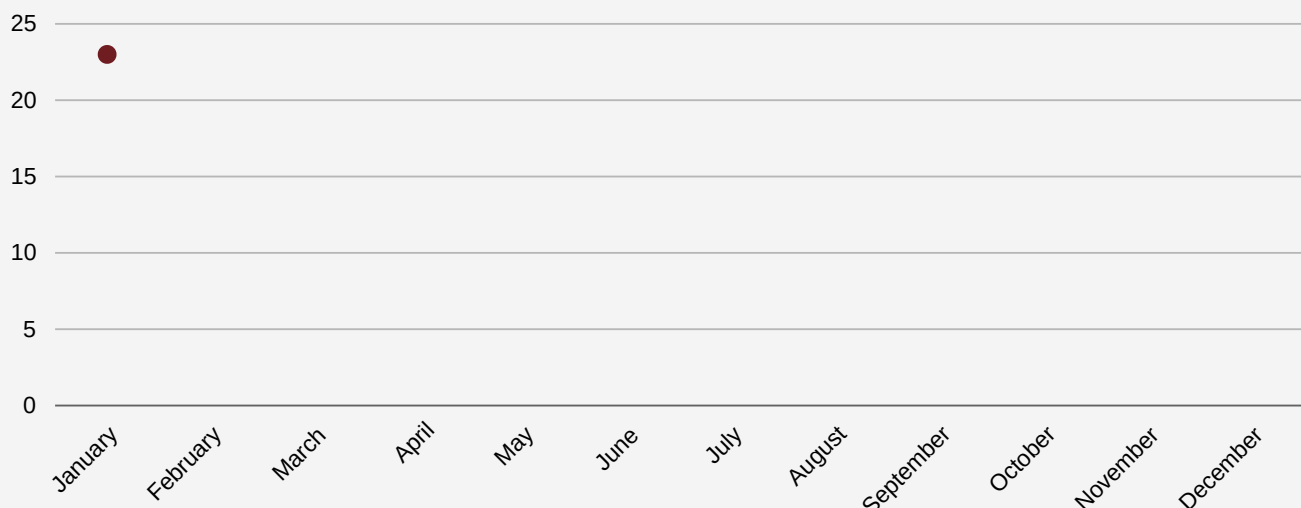
The administrative division of the police department consists of the Chief of Police, Captain, and Administrative Assistant.

Managing the department budget, schedule, officer training, and writing policies and procedures are just a few of the tasks that the Chief of Police and Captain conduct.

Our Administrative Assistant is typically our first point of contact with our citizens either in the lobby or by phone. One of her primary tasks include fulfilling records request, ensuring quality reports, and distributing reports as needed. Abiding to State of Wisconsin records laws, we disperse reports to those who request copies. These again are just a few of the tasks that are required of her.

AMOUNT	ACTIVITY
23	• Open Record Requests
2	• Bartender Applications
4	• Other Background Checks
0	• Permit Renewal or Ordinance Variance

OPEN RECORDS REQUEST



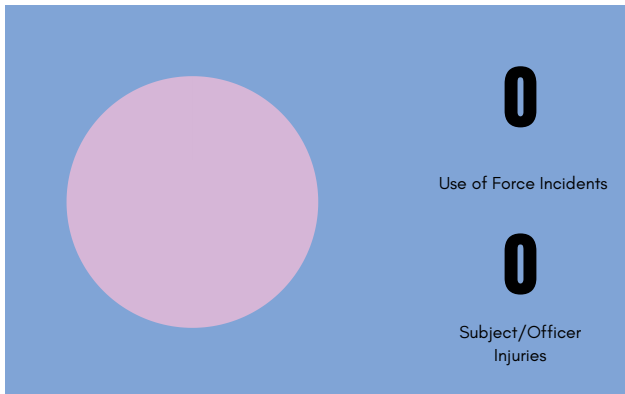
MONTHLY REPORT

JANUARY 2024 - ACCOUNTABILITY



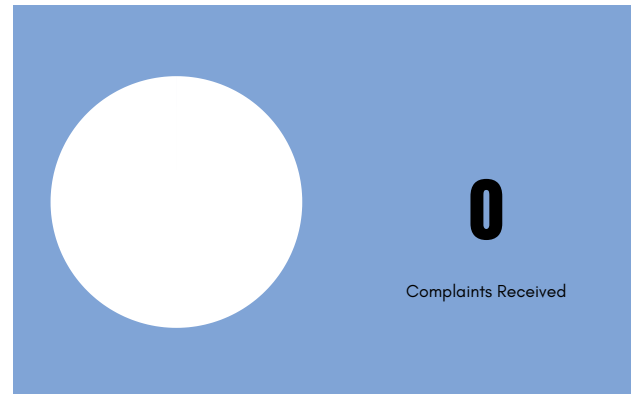
The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their legitimate duties. The Hobart-Lawrence Police Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests. Our Use of Force Policy is available online - <https://www.hobart-wi.org/police-resources>.

USE OF FORCE



There were no use of force incident during the month of January.

COMPLAINTS



HLPD is committed to transparency and accountability while improving community confidence. Tracking and reporting complaints is a measure to meet those goals.

This chart will track any allegation of serious and/or minor misconduct that is reported against any employee - either civilian or sworn - reported from individual(s) outside the police department.

MONTHLY REPORT

JANUARY 2024 - TRAINING



TRAINING ACTIVITY

- Chief Renkas – Leadership Green Bay
- Sgt. Tremel & Ofc. Manning – K9 Training
- Sgt. Tremel – Wisconsin Law Enforcement Executive Development Association (WLEEDA) Conference
- Ofc. Manning & Ofc. Cambray – Wisconsin Association of Community Oriented Police (WACOP) Conference

MONTHLY REPORT

JANUARY 2024 - CONCLUSION

The Hobart-Lawrence Police Department is committed to providing high quality, professional police services to the residents, business owners, and visitors to both the Village of Hobart and the Town of Lawrence. Hopefully, the information contained in this report demonstrates we are achieving that goal. Should this report generate any questions or concerns, we would be happy to answer them.



ORDINANCE 2024-01

AN ORDINANCE AMENDING ARTICLE I (BARKING DOGS) AND ARTICLE IV (VICIOUS ANIMALS PROHIBITED; PIGEONS) OF CHAPTER 102 (ANIMALS) OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

Purpose: The purpose of this Ordinance is to amend the Municipal Code addressing animals and animal control, specifically barking dogs, dangerous and vicious animals, and the control of the feral cat population in the Village.

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

Section 1: Article I (Barking Dogs) of Chapter 102 (Animals) of the Municipal Code of the Village of Hobart, is hereby re-created to read as follows:

§ 102-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AUTHORIZED TNR PROGRAM

A TNR program directed and coordinated by Cats Anonymous, Inc., a Wisconsin corporation, provided it remains a non-profit animal rescue or welfare group and has at least one of its purposes, the rescue and placement of cats which cannot be kept or placed by public animal control agencies or humane shelters.

CRUEL

Causing unnecessary and excessive pain / suffering or unjustifiable injury or death to an animal.

DOG

Any canine, regardless of age or sex, or any animal which is in whole or part of the canis lupus or wolf species.

DOMESTIC CAT OR DOG

Any cat or dog that is socialized to humans and is appropriate as companion for humans.

FARM ANIMAL

Any warm blooded animal / fowl normally or historically kept or raised on farms and usually used or intended for use as food or fiber, or for improving animal nutrition, breeding, management, or production efficiency, or for improving the quality of food or fiber. This includes: horses, ponies, mules, donkeys, cows, pigs (including pot-bellied or other miniature pigs), goats, sheep, chickens, ducks and turkeys.

HARBORING OR KEEPING

Any owner, harboring or keeping a dog and the occupant of any premises on which a dog remains or to which it customarily returns daily for a period of 10 days is presumed to be harboring or keeping the dog within the meaning of this section.

OWNER

Any individual, partnership or corporation that has the right of property in an animal or who keeps, harbors, cares for, acts as its custodian, or who knowingly permits an animal to remain on or about his premises / property for ten or more consecutive days. For purposes of this chapter, any individual designated in writing by an authorized TNR program, who acts as a caregiver for a feral or stray cat that has been ear tipped and neutered as part of a TNR program shall not be deemed to be an owner of such feral or stray cat; provided however, that such individual complies with the provisions of this chapter and provides the village a copy of the written designation upon request.

WILD ANIMAL

Any native or non-native animal of a species which is generally not bred or kept by human beings and which generally exists untamed in the wild, or any animal that is wild, ferocious, dangerous, or vicious by nature, habit, disposition, or character.

§ 102-2. Keeping barking dogs prohibited.

It shall be unlawful for any person knowingly to keep or harbor any dog which habitually barks, howls or yelps to the great discomfort of the peace and quiet of the neighborhood or in such manner as materially to disturb or annoy persons in the neighborhood who are of ordinary sensibilities. Such dogs are hereby declared to be a public nuisance. A dog is considered to be in violation of this section when two complaints are filed with the police department, substantiated by a complainant.

§ 102-3. Enforcement.

A. Upon receiving a complaint from a person or persons of a barking dog, the Police Department shall serve a written notice on the owner of said dog, where the written notice shall indicate:

- (1) Time and place of disturbance created by the dog.
- (2) Description of dog.
- (3) Action to be taken by the Village upon further complaint.

B. Impounding of animals. Upon receiving a second complaint from a person or persons of the dog described in the written notice of Subsection A, the police, the Village's designated animal control agent, any authorized employee of the Village, or any county or Village law enforcement officer may apprehend and impound the dog. The Police Department shall serve written notice on the owner within 48 hours of impounding.

C. Redeeming impounded animals. The owner may recover the dog within the time period established by the Village and given in the written notice. If the owner shall not recover the dog within the time period, the dog shall be disposed of.

§ 102-4. Violations and penalties.

Any owner who shall keep or harbor a barking dog after receiving the second written notice as described in § 102-3B of this article shall be subject to a forfeiture of not less than \$5 and not more than \$500 together with the actual costs of prosecution, including attorney's fees. Each day of continuing violation shall constitute a separate offense.

Section 2: Article IV (Vicious Animals Prohibited; Pigeons) of Chapter 102 (Animals) of the Municipal Code of the Village of Hobart, is hereby re-created to read as follows:

§ 102-20. Animals suspected of biting people.

A. All incidents occurring in the Village where any animal bites a person or is suspected of biting a person shall be reported immediately to the Brown County Health Department or to the police department by any person having knowledge of such incident.

B. Any animal which bites a person in the Village, if it can be found, shall be quarantined for 10 days from the date of the bite for the purpose of observation for the possibility of infection with the virus of rabies.

C. Such quarantine shall be effected as directed by the County Health Commissioner or his representative and may be:

- (1) Confinement of the animal to a structure or enclosure which is adequate to restrain the animal on the premises of the owner or his agent; or
- (2) Confinement of the animal at the Village-designated pound; or
- (3) Confinement of the animal with a licensed veterinarian; or
- (4) Confinement of the animal at an animal hospital or boarding facility approved by the County Health Commissioner.

D. No animal which is known or suspected to have bitten a person in the Village shall be destroyed until after the ten-day quarantine period required in Subsection B above has elapsed, unless it cannot be apprehended safely, in which case destruction shall be accomplished without damage to the head of the animal if at all possible. The County Health Commissioner shall be immediately notified of such destruction of an animal and the dead animal shall not be disposed of until such specimens as the County Health Commissioner shall direct have been obtained and permission is given to dispose of the dead animal.

E. If an animal which has been quarantined in accordance with this section dies during the quarantine period, the person having custody of the animal shall immediately notify the County Health Commissioner and shall not destroy or dispose of the dead animal until after such specimens as the County Health Commissioner shall direct have been obtained and permission is given to dispose of the dead animal.

§ 102-21. Dangerous animal.

A. Definitions. The following definitions shall apply to the section only:

DANGEROUS ANIMALS

Any animal which:

- (1) Without provocation, while not under the control of its owner, chases, confronts, or approaches a person in a menacing fashion while off its owner's property and it is clear that the animal is not merely being protective in a particular set of circumstances.
- (2) When unprovoked and while off its owner's property, approaches a domestic animal in a menacing fashion or injures/kills another domestic animal.
- (3) When unprovoked and while off its owner's property, causes a nonsevere, nonbite injury in a menacing fashion to any person or domestic animal.
- (4) Has been declared dangerous by at least one other municipality.

DOMESTIC ANIMAL

Any livestock

DOMESTIC CAT OR DOG

Any cat or dog that is socialized to humans and is appropriate as companion for humans.

MENACING FASHION

Demonstrating an intent or desire to cause injury by one or more of the following actions:

- (1) An attempt to bite a person or another animal in such a fashion to show plainly to a reasonable person an unfriendly intent and put a person in fear of attack.
- (2) Growling or barking, etc. in an unfriendly manner while approaching or chasing a person or another animal.
- (3) Growling or barking in an unfriendly manner while making physical contact with a person or another animal.

OFFICER

Any peace officer or a Brown County or Village of Hobart humane animal control officer.

OWNER

Any individual, partnership or corporation that has the right of property in an animal or who keeps, harbors, cares for, acts as its custodian, or who knowingly permits an animal to remain on or about his premises / property for ten or more consecutive days. For purposes of this chapter, any individual designated in writing by an authorized TNR program, who acts as a caregiver for a feral or stray cat that has been ear tipped and neutered as part of a TNR program shall not be deemed to be an owner of such feral or stray cat; provided however, that such individual complies with the provisions of this chapter and provides the village a copy of the written designation upon request.

PROVOKED

Any attack by an animal or physical injury caused by an animal shall be considered provoked if at the time that the attack occurred, or the injury is inflicted:

- (1) The person who was attacked or injured was teasing, tormenting, abusing, or assaulting the animal; or
- (2) The animal was protecting a person, itself, its young or another domestic animal from an attack by a human being or another animal; or
- (3) The person who was attacked or injured was committing a crime on the property of the animal's owner.

UNPROVOKED BITE

Not stimulated to produce an angry or vexed reaction.

B. Dangerous animals prohibited.

- (1) Possession of a dangerous animal prohibited. No person shall own, keep, possess or return to, or harbor a dangerous animal within the Village. Any animal considered or deemed dangerous or vicious by any other community is considered vicious and dangerous in this community and is therefore prohibited.
- (2) If a business exists within the Village for the purpose of training or rehabilitating animals deemed to be dangerous by the Village or any other municipality, this business may possess such animal for the purpose of rehabilitation and training but said animal must be removed from the community immediately upon the completion of the training or rehabilitation.
- (3) Penalty. Any person who owns, keeps, possesses, harbors, or returns any dangerous animal to the Village after it has been declared to be dangerous by owner's omission, quasi-judicial hearing, another community, or appeal, shall be subject to a forfeiture of not less than \$500 nor more than \$1,000.

C. Procedure for declaring an animal as dangerous.

- (1) The Chief of Police or the Chief's designee may determine an animal to be "dangerous" whenever, upon investigation, that officer finds that the animal meets the definition of dangerous as delineated in Subsection A above.
- (2) The Chief of Police or the Chief's designee, upon making the determination that an animal is dangerous, shall issue a written order declaring the animal to be dangerous and demanding that the owner remove it from the Village within five days.
- (3) If the owner objects to the declaration of dangerousness, they may file a written objection contesting the declaration with the Village Clerk within five days of receiving the written declaration.
- (4) Upon receipt of the owner's written objection within the prescribed five days, the matter shall be placed on the next practicable Village Board meeting agenda for review.
- (5) The Village Board shall act as a quasi-judicial body allowing the animal's owner an opportunity to present evidence as to why the animal should not be declared a prohibited dangerous animal.

D. Pending any investigation as to whether an animal is a dangerous or prohibited dangerous animal or pending a hearing on an appeal under subsections (3), (7), or (8), the animal must be securely confined in a humane manner either on the premises of the owner or caretaker, with a licensed veterinarian or other appropriate facility such as the local humane society. The Chief of Police or the Chief's designee may order impoundment of the animal pending his/her investigation and through any appeal hearing, pursuant to Wis. Stats. §173.13(1). All costs associated with the impoundment of the animal shall be the responsibility of the owner or caregiver.

E. After the hearing, and after the Village Board has made a decision and its report has been approved, the owner shall be immediately notified of the decision in writing by certified mail. If a decision is made that the animal is a prohibited dangerous animal, the owner shall comply with the order to remove the animal from the Village within five days after receiving the written decision, if not already removed.

F. If the owner further contests the decision, he or she may, within five days of receiving the written decision, seek review of the decision by the Circuit Court .

G. If the declared dangerous animal is not removed from the Village within 10 days of it being declared dangerous by owner's omission, quasi-judicial hearing, or appeal, it may be seized and ordered destroyed pursuant to § 174.02(3), Wis. Stats., and in the manner prescribed in Subsection H below of this chapter.

H. Manner and procedure for destruction of dangerous dogs/other animals. Whenever an officer or veterinarian is required to destroy a dangerous animal, the animal shall be destroyed in a humane manner which avoids damage to the animal's head.

I. Exemption for police dogs. The provisions of this section regarding dangerous dogs shall not apply to dogs owned by law enforcement agencies and used for law enforcement purposes.

§ 102-22. Running at large prohibited.

No person owning, harboring or keeping any animal or fowl shall allow the same to run at large within the Village. See also § 102-13 for dogs.

§ 102-23. Exception allowing the keeping of certain species of pigeons.

A. The definition of "fowl" shall include pigeons. However, the species known as homing, carrier or racing pigeons shall be exempt from the confinement regulations to the extent that such birds may be permitted to fly for training purposes and races.

B. All coops and pens shall be constructed so as to be easily cleaned and kept in good repair. The inside and outside of such structures shall be whitewashed or painted as often as necessary to keep them clean or finished with such material as can be easily cleaned. All such structures shall be kept clean and sanitary and shall not cause any objectionable odor. Accumulations of cleanings or excrement of more than one day's operation in any such structure shall be deemed a violation of this section. The harboring of pigeons other than in a pen or coop so described in this section shall be declared a public nuisance.

§ 102-24. Keeping of livestock regulated.

A. Livestock. No person shall keep or maintain any livestock such as horses, cattle, sheep or goats in any zoning district except as a permitted or conditional use.

§ 102-25. Trapping

A. Prohibited in general. No person, firm, or corporation shall, within the village limits, trap any animal, wild, domesticated or otherwise, nor place, lay or in any other manner set any trap designed for such a purpose unless:

(1) This prohibition shall not apply to the owner of any land who sets animal traps on their property, but the Village will not accept nor take possession of any animal trapped.

(2) This prohibition shall not apply to any federal, state, or local government official who sets traps as part of any act within the scope of such official's employment.

§ 102-26. Trap-Neuter-Release

A. For the purpose of this subsection, the following terms have the meanings indicated:

ALTERED FERAL CAT

A feral cat that has been captured, sterilized, ear tipped, and vaccinated against rabies.

EAR TIPPED

A straight line cut of the tip of the ear on a cat, performed by a licensed veterinarian when a cat is under anesthesia and identifies a cat that is sterilized.

FERAL CAT

A cat that is wild, untamed, or unsocialized.

FERAL CAT COLONY

A group of cats that congregates, more or less, together as a unit. Although not every cat in a colony may be feral, any nonferal or free-roaming cats that congregate with a colony shall be deemed to be part of it.

HOLDING FACILITY

The facility designated by the village.

STRAY CAT

A cat that is socialized to humans and does not have an owner.

TNR

A trap, neuter and return program pursuant to which feral and stray cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped and returned to the original location where they live.

FREE ROAMING CAT

A cat that is regularly off the property of the owner and is not under the physical control or restraint of the owner.

B. A feral cat may be released from a holding facility under the following circumstances only:

- (1) The feral cat is sterilized, ear tipped, and vaccinated against rabies pursuant to standard TNR practices
- (2) The place of release is within 300 feet of the place where the feral cat was trapped
- (3) No more than two feral cats can be released in the same place at the same time

C. No outdoor feeding of cats (including providing water) by any person is permitted except under the following circumstances:

- (1) The feeding takes place under direct observation between the hours of sunrise and sunset;
or
- (2) The feeding is necessary to trap the feral cat for sterilization surgery or necessary medical care, and the feeding takes place between the hours of sunrise and sunset for a duration of no more than one week.
- (3) This prohibition shall not apply to any federal, state, or local government official who feeds a cat as part of any act within the scope of such official's employment.

Section 3: Any Ordinance or parts thereof, inconsistent herewith are hereby repealed.

Section 4. This Ordinance shall be published as required by law after passage by the Village Board.

Passed and approved this 5th day of March, 2024.

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 a true and exact reproduction of the original ordinance or resolution adopted by the Village Board.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on March 5th 2024.

(Seal)

Lisa Vanden Heuvel, Village Clerk

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOWARD AND THE VILLAGE OF HOBART FOR ANIMAL CONTROL / HUMANE OFFICER AND CITIZEN ANIMAL RESPONSE TEAM (CART) SERVICES PURSUANT TO WISCONSIN STATUTE §66.0301.

WHEREAS the Village of Howard and the Village of Hobart agree that there would be a mutual benefit to both communities, if the Village of Howard provides animal control / humane officer and citizen animal response services to the Village of Hobart; and

WHEREAS the sharing of the cost of the equipment and operations for animal control / humane officer and citizen animal response team represents an opportunity for the Villages to reduce costs, operate more efficiently and provide greater response to its citizens;

NOW, THEREFORE, BE IT RESOLVED that the Village of Howard and the Village of Hobart mutually agree on the terms and conditions of an intergovernmental agreement for the Village of Howard to provide animal control / humane officer and citizen animal response team services to the Village of Hobart as follows:

AGREEMENT

For good and valuable consideration, including the mutual covenants contained herein, the Village of Howard and the Village of Hobart do hereby enter into the following Agreement pursuant to Wisconsin Statute §66.0301:

1) INTENT

- a. The intent of this Agreement is to set forth the responsibility of the parties for animal control / humane officer and citizen animal response team services furnished by the Village of Howard to the Village of Hobart.

2) DEFINITIONS

- a. For the purposes of this Agreement, the following terms shall be defined as follows:
 - i. The term "CART" shall mean Citizen Animal Response Team
 - ii. The term "Officer" shall mean the Humane Officer

3) VILLAGE OF HOWARD RESPONSIBILITY

- a. During the term of this Agreement, the Village of Howard shall have the following responsibilities:
 - i. The Village of Howard shall be the employer of the Officer and all CART personnel.

- ii. The Village of Howard shall maintain animal control equipment used by the Officer and CART personnel.
- iii. The Village of Howard shall provide training for CART personnel.
- iv. The Village of Howard will provide animal response services according to the following Officer and CART protocols:
 - 1. The Officer will respond to animal rescue calls. When the Officer is not available, CART personnel shall respond.
 - 2. Capture and transport as follows:
 - a. Domestic Animals – Current Contracted Provider with the Village of Hobart.
 - b. Wildlife – Wildlife Sanctuary
 - c. Injured Animals – Transport to Green Bay Animal Referral Center (GBARC). Injured wildlife after hours evaluate case by case.
 - d. Vet Clinic – Money limit of \$100.00 unless authorized by officer.
 - e. Dead Animals
 - i. Domestic Animals – double bag and deliver to Wisconsin Humane Society – Green Bay
 - ii. Wild Animals – double bag and dispose (except protected i.e., birds of prey).
 - 3. Services will be provided 24/7
- v. The Village of Howard shall carry comprehensive property and liability insurance for the Officer and CART operations.
- vi. The Village of Howard shall process all payrolls for the Officer and CART personnel.
- vii. The Village of Howard will invoice the Village of Hobart on a monthly basis for animal control services. The Village of Howard will include with the invoice a monthly report of all animal call responses made by the Officer and CART personnel in the Village of Hobart.
 - 1. For the calls responded to by the Humane Officer, Village of Hobart shall be invoiced the mileage (IRS Standard Rate) and:
 - a. \$20.00 per hour for calls lasting up to (2) hours (6:00 a.m. to 8:00 p.m.).
 - b. \$15.00 per hour for calls lasting over two hours and administrative duties.
 - c. For calls between 8:00 p.m. and 6:00 a.m., the Village of Hobart shall pay an additional \$10.00 fee in addition to the per hour and mileage costs.

- d. For calls on weekend and holidays (defined as New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day), the Village of
 - e. Hobart shall pay an additional \$10.00 fee in addition to the per hour and mileage costs.
- 2. For CART responses, billing will be a flat fee charge of \$17.00 per call plus mileage.

4) VILLAGE OF HOBART RESPONSIBILITY

- a. During the term of this Agreement, the Village of Hobart shall have the following responsibilities:
 - i. The Village of Hobart will make payment to the Village of Howard within thirty (30) days of the monthly billings for animal control / humane officer and CART services (as calculated in section 3 above).

5) GOVERNING LAW

- a. The laws of the State of Wisconsin, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

6) WAIVER

- a. The Village of Howard waive, releases and forever discharges the Village of Hobart and all of their officers, employees, elected officials, and agents from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen arising from the Officer. As one example, this includes waiver, release and discharge from any personal injury claim by the Officer arising from or relating to any action taken.

7) IDEMNITY

- a. The Village of Howard will indemnify the Village of Hobart an all of their officers, employee, elected officials, and agents from all loses (including reasonable attorney's fees and costs), liabilities and claims arising from or relating to any action of the Officer, or any liability associated with the Officer after the date of the Agreement. As one example, this requires the Village of Howard to indemnify the Village of Hobart from any claim that arises from any personal injury caused to any person, party, property, or entity by the Officer after the date of the Agreement.

8) MODIFICATIONS

- a. This Agreement may be supplemented, amended, or modified by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties within thirty (30) days of the next term.

9) TERM

- a. This Agreement shall become effective March 1st, 2024, and shall cover a period ending December 31st, 2024. Afterwards, the Agreement shall renew on one (1) year increments unless a notice of termination is delivered to the other party with (30) days' notice.

10) SEVERABILITY

- a. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.

VILLAGE OF HOWARD

Dated this ____ day of _____, 2024

Burt McIntyre, Village President

Christopher Haltom, Village Clerk

VILLAGE OF HOBART

Dated this ____ day of _____, 2024

Rich Heidel, Village President

Lisa VandenHeuvel, Village Clerk

February 29, 2024

Mr. Jerry Lancelle, Director of Public Works
VILLAGE OF HOBART
2990 S. Pine Tree Road
Hobart, WI 54155

RE: Village of Hobart - 2024 Sunlite Drive Reconstruction and Founders Terrace Extension;
Contract 2320-24-02

Dear Mr. Lancelle:

Bids were opened on February 23, 2024, for the 2024 Sunlite Drive Reconstruction and Founders Terrace Extension project, Contract 2320-24-02.

Bids were received from five (5) contractors, ranging in cost from \$1,328,709.35 to \$1,677,302.55 for the base bid. The apparent low bidder was MCC, Inc., Appleton, WI, with a total bid amount of \$1,328,709.35. A bid tabulation is enclosed.

We have reviewed the documents submitted with the bid and everything appears to be in order. We have worked with MCC, Inc. on similar projects. They are capable of constructing this project. Therefore, we are recommending the Village award the contract to MCC, Inc. for the bid amount of \$1,328,709.35.

If you have any questions, do not hesitate to call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Aaron J. Breitenfeldt, P.E.
Senior Project Manager

AJB/LAR

ENC.

CC/ENC: Aaron Kramer, Village Administrator, Village of Hobart

ITEMIZED BID TABULATION

OWNER: VILLAGE OF HOBART
PROJECT: 2024 SUNLITE DRIVE RECONSTRUCTION
CONTRACT: 2320-24-02
BID DATE: FRIDAY, FEBRUARY 23, 2024 - 10:00 A.M.

Line Item	Item Code		Unit	Qty.	MCC, INC. Appleton, Wisconsin	PETERS CONCRETE Green Bay, Wisconsin	JOSSART BROTHERS De Pere, Wisconsin	DORNER, INC. Luxemburg, Wisconsin	ADVANCE CONSTRUCTION Green Bay, Wisconsin	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Allowances										
1	0000.01	Allowances - Spec Section 01 21 00 Schedule of Allowances, Complete.	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Part A - Sunlite Drive and Overland Road										
2	0159.01	Temporary traffic control, Complete.	LS	1	\$5,900.00	\$22,940.00	\$6,500.00	\$6,168.00	\$25,900.00	\$25,900.00
3	0157.06	Inlet protection, Complete.	EACH	32	\$125.00	\$4,000.00	\$66.00	\$2,112.00	\$70.00	\$2,240.00
4	0157.09	Silt fence, Complete.	LF	4,050	\$2.10	\$8,505.00	\$2.00	\$8,100.00	\$2.10	\$8,505.00
5	0157.12	Ditch checks, Complete.	LF	15	\$80.00	\$1,200.00	\$12.50	\$187.50	\$13.10	\$196.50
6	0157.18	Culvert pipe checks, Complete.	EACH	5	\$12.00	\$60.00	\$75.00	\$375.00	\$78.75	\$393.75
7	0157.22	Tracking pad, Complete.	EACH	2	\$1,070.00	\$2,140.00	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00
8	0241.03	Remove asphalt pavement, Complete.	SY	12,725	\$0.60	\$7,635.00	\$1.18	\$15,015.50	\$0.65	\$8,271.25
9	0241.05	Pulverize asphalt trail pavement, full depth, Complete.	SY	2,150	\$1.65	\$3,547.50	\$1.60	\$3,440.00	\$1.70	\$3,655.00
10	0241.14	Remove inlets and catch basins, Complete.	EACH	3	\$125.00	\$375.00	\$500.00	\$1,500.00	\$400.00	\$1,200.00
11	0241.17	Remove storm sewer and culvert pipes, Complete.	LF	277	\$7.15	\$1,980.55	\$24.50	\$6,786.50	\$10.00	\$2,770.00
12	0333.04	Concrete curb and gutter, 24-inch, Complete.	LF	6,525	\$14.85	\$96,896.25	\$14.85	\$96,896.25	\$15.50	\$101,137.50
12A	0333.10	Concrete sidewalk, 4-inch, Complete.	SF	120	\$8.00	\$960.00	\$9.00	\$1,080.00	\$8.40	\$1,008.00
13	0333.10	Concrete sidewalk, pedestrian ramps, 6-inch, Complete.	SF	600	\$7.90	\$4,740.00	\$7.54	\$4,524.00	\$8.15	\$4,890.00
14	0333.11	Concrete sidewalk, pedestrian warning fields, Complete.	SF	60	\$30.40	\$1,824.00	\$29.00	\$1,740.00	\$31.60	\$1,896.00
15	0333.12	Concrete driveway, 6-inch, Complete.	SF	1,600	\$8.00	\$12,800.00	\$7.19	\$11,504.00	\$8.30	\$13,280.00
16	3105.01	Geogrid reinforcement, Type I, Complete.	SY	3,000	\$1.60	\$4,800.00	\$1.80	\$5,400.00	\$1.75	\$5,250.00
17	3105.04	Non-woven geotextile, Type SAS, Complete.	SY	3,000	\$1.70	\$5,100.00	\$1.80	\$5,400.00	\$1.95	\$5,850.00
18	3111.01	Clearing and grubbing, Complete.	ID	225	\$40.00	\$9,000.00	\$40.00	\$9,000.00	\$42.00	\$9,450.00
19	3123.01	Earthwork, strip, salvage, and stockpile existing topsoil, Complete.	LS	1	\$45,000.00	\$81,586.00	\$81,586.00	\$35,500.00	\$35,500.00	\$35,673.00
20	3123.02	Earthwork, unclassified excavation, Complete.	LS	1	\$104,000.00	\$86,911.00	\$86,911.00	\$116,000.00	\$117,555.00	\$117,555.00
21	3211.03	Crushed aggregate base course, Gradation No. 3, 5-inch thick, Complete.	SY	16,260	\$4.75	\$77,235.00	\$4.02	\$65,365.20	\$5.40	\$87,804.00
22	3211.04	Crushed aggregate base course, shoulder, Gradation No. 3, 6-inch thick, Complete.	SY	680	\$10.80	\$7,344.00	\$8.62	\$5,861.60	\$11.30	\$7,684.00
23	3211.05	Breaker run base course, light, 7-inch thick, Complete.	SY	13,770	\$6.30	\$86,751.00	\$5.44	\$74,908.80	\$7.35	\$101,209.50
24	3211.10	Grade, shape, and compact base course to flip trail cross slope, Complete.	SY	2,150	\$2.00	\$4,300.00	\$0.82	\$1,763.00	\$2.10	\$4,515.00
25	3211.03	Crushed aggregate base course, Gradation No. 3, for trail construction, Complete.	TON	250	\$21.20	\$5,300.00	\$14.00	\$3,500.00	\$24.80	\$6,200.00
26	3212.01	Asphaltic concrete binder pavement (Sunlite), 3 LT 58-28 S, 1 3/4-inch thick, Complete.	SY	12,715	\$7.93	\$100,829.95	\$8.40	\$106,806.00	\$8.25	\$104,898.75
27	3212.02	Asphaltic concrete surface pavement (Sunlite), 5 LT 58-28 S, 1 1/4-inch thick, Complete.	SY	12,715	\$5.80	\$73,747.00	\$5.65	\$71,839.75	\$6.10	\$77,561.50
28	3212.03	Asphaltic concrete binder pavement (Overland), 3 LT 58-28 S, 2 1/4-inch thick, Complete.	SY	2,180	\$10.50	\$22,890.00	\$10.85	\$23,653.00	\$11.00	\$23,980.00
29	3212.04	Asphaltic concrete surface pavement (Overland), 5 LT 58-28 S, 1 3/4-inch thick, Complete.	SY	2,180	\$8.30	\$18,094.00	\$7.70	\$16,786.00	\$8.70	\$18,966.00
30	3212.02	Asphaltic concrete surface pavement (Trail), 5 LT 58-28 S, 2-inch thick, Complete.	SY	2,225	\$11.35	\$25,253.75	\$18.40	\$40,940.00	\$11.90	\$26,477.50
31	3212.05	Asphaltic concrete driveways, 5 LT 58-28 S, 2-inch thick, Complete.	SY	250	\$20.50	\$5,125.00	\$36.95	\$9,237.50	\$22.00	\$5,500.00
32	3290.11	Landscaping topsoil, fertilize, seed, and temporary erosion control blanket, Complete.	SY	19,650	\$5.00	\$98,250.00	\$2.30	\$45,195.00	\$4.50	\$88,425.00
33	3341.01	Storm sewer pipe, RCP (Class III) or PVC, 12-inch, Complete.	LF	1,090	\$51.56	\$56,200.40	\$75.90	\$82,731.00	\$80.00	\$87,200.00
34	3341.01	Storm sewer pipe, RCP (Class III) or PVC, 15-inch, Complete.	LF	240	\$55.60	\$13,344.00	\$61.45	\$14,748.00	\$81.00	\$19,440.00
35	3341.01	Storm sewer pipe, RCP (Class III) or PVC, 18-inch, Complete.	LF	65	\$60.05	\$3,903.25	\$90.40	\$5,876.00	\$87.00	\$5,655.00
36	3341.01	Storm sewer pipe, RCP (Class III) or PVC, 24-inch, Complete.	LF	70	\$80.68	\$5,647.60	\$112.25	\$7,857.50	\$103.00	\$7,210.00
37	3341.20.1	Storm sewer manhole, 48-inch, Complete.	VF	13	\$593.93	\$7,721.09	\$1,033.00	\$13,429.00	\$1,025.00	\$13,325.00
38	3341.20.1	Storm sewer manhole, 60-inch, Complete.	VF	13	\$815.85	\$10,606.05	\$1,113.00	\$14,469.00	\$1,075.00	\$13,975.00
39	3341.24	Storm sewer inlet, Type A, Complete.	EACH	9	\$2,697.51	\$24,277.59	\$4,005.00	\$36,045.00	\$3,000.00	\$27,000.00
40	3341.24	Storm sewer inlet, Type B, Complete.	EACH	21	\$3,051.36	\$64,078.56	\$3,700.00	\$77,700.00	\$3,200.00	\$67,200.00
41	3342.02	Apron endwall, RCP, 12-inch, Complete.	EACH	7	\$1,013.71	\$7,095.97	\$1,450.00	\$10,150.00	\$150.00	\$1,050.00
42	3342.02	Apron endwall, RCP, 18-inch, Complete.	EACH	2	\$1,128.92	\$2,257.84	\$1,575.00	\$3,150.00	\$1,125.00	\$2,250.00
43	3342.02	Apron endwall, RCP, 24-inch, Complete.	EACH	2	\$1,269.71	\$2,539.42	\$1,700.00	\$3,400.00	\$1,300.00	\$2,600.00
44	3341.40	Storm manhole, adjust, Complete.	EACH	3	\$691.39	\$2,074.17	\$400.00	\$1,200.00	\$600.00	\$1,800.00
45	3341.44	Storm sewer manhole, chimney seal, Complete.	EACH	12	\$427.28	\$5,127.36	\$410.00	\$4,920.00	\$550.00	\$6,600.00
46	3341.45	Storm sewer inlet, chimney seal, Complete.	EACH	30	\$597.13	\$17,913.90	\$700.00	\$21,000.00	\$750.00	\$22,500.00
47	3342.10	Corrugated metal pipe, 12-inch, Complete.	LF	160	\$36.13	\$5,780.80	\$62.15	\$9,944.00	\$65.00	\$10,400.00
48	3342.10.1	Corrugated metal pipe, 18-inch, Complete.	LF	45	\$45.13	\$2,030.85	\$69.00	\$3,105.00	\$75.00	\$3,375.00
49	3342.11	Apron endwall, CMP, 12-inch, Complete.	EACH	12	\$234.26	\$2,811.12	\$150.00	\$1,800.00	\$150.00	\$1,800.00
50	3342.11.1	Apron endwall, CMP, 18-inch, Complete.	EACH	3	\$324.67	\$974.01	\$210.00	\$630.00	\$225.00	\$675.00
Total - Allowances and Part A - Sunlite Drive and Overland Road - Bid Items 1 - 50					\$1,089,966.98	\$1,153,508.10	\$1,187,778.25	\$1,224,815.50	\$300.00	\$900.00
										\$1,386,580.80

ITEMIZED BID TABULATION
OWNER: VILLAGE OF HOBART
PROJECT: 2024 SUNLITE DRIVE RECONSTRUCTION
CONTRACT: 2320-24-02
BID DATE: FRIDAY, FEBRUARY 23, 2024 - 10:00 A.M.

Line Item	Item Code	Item Description	Unit	Qty.	MCC, INC. Appleton, Wisconsin		PETERS CONCRETE Green Bay, Wisconsin		JOSSART BROTHERS De Pere, Wisconsin		DORNER, INC. Luxemburg, Wisconsin		ADVANCE CONSTRUCTION Green Bay, Wisconsin	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Part B- Founders Terrace														
51	0157.06	Inlet protection, Complete.	EACH	4	\$125.00	\$500.00	\$66.00	\$264.00	\$70.00	\$280.00	\$69.00	\$276.00	\$125.00	\$500.00
52	0157.09	Silt fence, Complete.	LF	750	\$2.00	\$1,500.00	\$2.00	\$1,500.00	\$2.10	\$1,575.00	\$2.10	\$1,575.00	\$2.00	\$1,500.00
53	0157.22	Tracking pad, Complete.	EACH	1	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,502.00	\$1,502.00	\$1,200.00	\$1,200.00
54	0333.01	Concrete pavement, 8-inch, Complete.	SY	1,225	\$59.93	\$73,414.25	\$59.45	\$72,826.25	\$61.25	\$75,031.25	\$62.20	\$76,195.00	\$59.45	\$72,826.25
55	0333.04.1	Concrete curb and gutter, 30-inch, Complete.	LF	760	\$15.60	\$11,856.00	\$15.46	\$11,749.60	\$16.20	\$12,312.00	\$16.20	\$12,312.00	\$17.46	\$13,269.60
56	0333.10	Concrete sidewalk, pedestrian ramps, 6-inch, Complete.	SF	260	\$7.55	\$1,963.00	\$7.54	\$1,960.40	\$8.00	\$2,080.00	\$8.00	\$2,080.00	\$7.14	\$1,856.40
57	0333.11	Concrete sidewalk, pedestrian warning fields, Complete.	SF	32	\$44.25	\$1,416.00	\$29.00	\$928.00	\$46.40	\$1,484.80	\$46.10	\$1,475.20	\$28.00	\$896.00
58	3105.01	Geogrid reinforcement, Type I, Complete.	SY	150	\$1.60	\$240.00	\$1.80	\$270.00	\$1.75	\$262.50	\$1.80	\$270.00	\$1.85	\$277.50
59	3105.04	Non-woven geotextile, Type SAS, Complete.	SY	150	\$1.70	\$255.00	\$1.80	\$270.00	\$1.95	\$292.50	\$1.90	\$285.00	\$2.10	\$315.00
60	3123.01	Earthwork, strip, salvage, and stockpile existing topsoil, Complete.	LS	1	\$6,150.00	\$6,150.00	\$1,624.00	\$1,624.00	\$6,900.00	\$6,900.00	\$6,873.00	\$6,873.00	\$15,000.00	\$15,000.00
61	3123.02	Earthwork, unclassified excavation, Complete.	LS	1	\$7,800.00	\$7,800.00	\$6,204.00	\$6,204.00	\$8,800.00	\$8,800.00	\$8,855.00	\$8,855.00	\$15,000.00	\$15,000.00
62	3123.04	Earthwork, excavation below subgrade, Complete.	CY	50	\$51.75	\$2,587.50	\$35.50	\$1,775.00	\$60.00	\$3,000.00	\$60.20	\$3,010.00	\$35.00	\$1,750.00
63	3211.03	Crushed aggregate base course, Gradation No. 4, 8-inch thick (including gravel cul-de-sac), Complete.	SY	2,025	\$7.00	\$14,175.00	\$6.57	\$13,304.25	\$8.20	\$16,605.00	\$8.20	\$16,605.00	\$6.88	\$13,932.00
64	3290.11	Landscaping topsoil, fertilize, seed, and temporary erosion control blanket, Complete.	SY	3,600	\$3.25	\$11,700.00	\$2.98	\$10,728.00	\$3.50	\$12,600.00	\$3.30	\$11,880.00	\$7.50	\$27,000.00
65	3311.01	Water main pipe, PVC C-900, 8-inch, Complete.	LF	345	\$60.71	\$20,944.95	\$55.55	\$19,164.75	\$68.00	\$23,460.00	\$59.00	\$20,355.00	\$54.50	\$18,802.50
66	3311.03	Water hydrant lead, PVC C-900, 6-inch, Complete.	LF	17	\$57.14	\$971.38	\$35.00	\$595.00	\$60.00	\$1,020.00	\$72.00	\$1,224.00	\$63.00	\$1,071.00
67	3311.20	Water main fire hydrants, Complete.	EACH	1	\$5,505.96	\$5,505.96	\$5,950.00	\$5,950.00	\$5,700.00	\$5,700.00	\$6,076.00	\$6,076.00	\$5,912.00	\$5,912.00
68	3333.01	Sanitary sewer pipe, SDR 35 PVC, 8-inch, Complete.	LF	370	\$70.53	\$26,096.10	\$227.00	\$83,990.00	\$158.00	\$58,460.00	\$150.00	\$55,500.00	\$139.00	\$51,430.00
69	3333.20	Sanitary sewer manholes, 48-inch, Complete.	VF	20	\$442.58	\$8,851.60	\$427.00	\$8,540.00	\$380.00	\$7,600.00	\$230.00	\$4,600.00	\$443.00	\$8,860.00
70	3333.32	Sanitary sewer manhole, chimney seal, Complete.	EACH	1	\$427.28	\$427.28	\$500.00	\$500.00	\$550.00	\$550.00	\$528.00	\$528.00	\$405.00	\$405.00
71	3341.01	Storm sewer pipe, RCP (Class III) or PVC, 12-inch, Complete.	LF	39	\$51.56	\$2,010.84	\$60.60	\$2,363.40	\$59.00	\$2,301.00	\$71.00	\$2,769.00	\$65.50	\$2,554.50
72	3341.01.1	Storm sewer pipe, RCP (Class III) or PVC, 24-inch, Complete.	LF	350	\$80.68	\$28,238.00	\$72.80	\$25,480.00	\$79.00	\$27,650.00	\$76.00	\$26,600.00	\$72.50	\$25,375.00
73	3341.20.1	Storm sewer manhole, 48-inch, Complete.	VF	5	\$593.93	\$2,969.65	\$1,216.00	\$6,080.00	\$800.00	\$4,000.00	\$1,186.00	\$5,930.00	\$680.00	\$3,400.00
74	3341.24	Storm sewer inlet, Type B, Complete.	EACH	2	\$3,051.36	\$6,102.72	\$3,565.00	\$7,130.00	\$3,200.00	\$6,400.00	\$3,778.00	\$7,556.00	\$3,187.00	\$6,374.00
75	3341.44	Storm sewer manhole, chimney seal, Complete.	EACH	1	\$427.28	\$427.28	\$410.00	\$410.00	\$550.00	\$550.00	\$528.00	\$528.00	\$405.00	\$405.00
76	3341.45	Storm sewer inlet, chimney seal, Complete.	EACH	2	\$669.93	\$1,339.86	\$450.00	\$900.00	\$750.00	\$1,500.00	\$795.00	\$1,590.00	\$405.00	\$810.00
					\$238,742.37		\$286,006.65		\$281,914.05		\$276,449.20		\$290,721.75	
					\$1,328,709.35		\$1,439,514.75		\$1,469,692.30		\$1,501,264.70		\$1,677,302.55	

Total Contract 2320-24-02, Bid Items 1-76