

Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Wednesday February 21st 2024 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 16th day of February, 2024 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

MEETING NOTICE – 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.
- 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 6th 2024 (Regular) (Page 11); C. PLANNING AND ZONING COMMISSION: Minutes of November 8th 2023 (Page 13)

6. ITEMS REMOVED FROM CONSENT AGENDA

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

A. DISCUSSION AND ACTION - Resolution Providing for the Sale of Approximately \$10,000,000 General Obligation Promissory Notes, Series 2024A (Resolution 2024-02) (Page 15)

B. DISCUSSION AND ACTION - Resolution Providing for the Sale of Approximately \$1,460,000 Taxable General Obligation Promissory Notes, Series 2024B (Resolution 2024-03) (Page 17)

C. PRESENTATION - Ring Neighbors (Hobart-Lawrence Police Department)

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

9. COMMITTEE REPORTS AND ACTIONS

10. OLD BUSINESS

11. NEW BUSINESS

A. DISCUSSION AND ACTION – Awarding 2024 Street and Drainage Improvements Projects (Contract 2320-24-01) (Page 18) 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.

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) (Page 25)

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.

VILLAGE BOARD AGENDA – FEBRUARY 21ST 2024 - Page 1 of 2

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 (Page 33)

Staff recommends that both this agenda item and the previous agenda item have a First (Tonight) and Second Reading (March 5th).

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

Staff would recommend the Public Hearing be held at the March 19th Board meeting.

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

F. ADJOURN to CLOSED SESSION:

- 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
- 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

G. CONVENE into open session

H. 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 5th 2024 (6:00 PM) – Regular Board Meeting at Village Office 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

* - 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: <u>www.hobart-wi.org</u>. 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.

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	59012	2/20/2024 Manual Check		-1,860.98
	59030	2/20/2024	ADVANCE AUTO PARTS MULTIPLE INVOICES	1,055.10
	59031	2/20/2024	ALL TRAFFIC SOLUTIONS INC. LICENSE, DISPLAY BOARD GS#07F-6092R	5,106.00
	59032	2/20/2024	AMBROSIUS CONCRETE SUPPLIES INC. MULTIPLE INVOICES PARK SHELTER	631.00
	59033	2/20/2024	AMERICAN HERITAGE LIFE INSURANCE COMPANY INSURANCE PREMIUMS DEDUCTED	185.72
	59034	2/20/2024	AMERICAN WATER WORKS ASSOCIATION RENEWAL MEMBERSHIP DUES 01275500	275.00
	59035	2/20/2024	AMPLITEL TECHNOLOGIES MULTIPLE INVOICES - MONTHS	13,000.00
	59036	2/20/2024	ASCENT CONSULTING LLC REISSUE PAYMENT	2,850.00
	59037	2/20/2024	ASHWAUBENON AUTO REPAIR LLC MULTIPLE INVOICES	378.62
	59038	2/20/2024	AXON ENTERPRISE INC. AXON BODY-MOUNT-POCKET	31.30
	59039	2/20/2024	BADGER LABORATORIES & ENGINEERING CO. INC. TESTING COLIFORM BACTERIA 11 NITRATE 1	264.00
	59040	2/20/2024	BADGER METER INC. BEACON MBL HOSTING SERV UNIT	188.10
	59041	2/20/2024	BARRIER SECURITY SYSTEMS LLC PAXTON KEYFOBS - 10 B. OLSON	108.00
	59042	2/20/2024	BAY AUTO PARTS INC. TAILLIGHT F150 PICKUP	70.00
	59043	2/20/2024	BAYSIDE PRINTING LLC MULTIPLE INVOICES / DEPARTMENTS	1,246.95
	59044	2/20/2024	BELLIN HEALTH DOT TESTING ACCT# 2225644497	73.00
	59045	2/20/2024	BLANE SHEPARD REIMBURSEMENT WATER OP CLASSES	100.00
	59046	2/20/2024	BRENT OLSON REIMBURSEMENT UNI AND EXP REPT 2-12-24	86.00
	59047	2/20/2024	BROWN COUNTY TREASURER - COURT PAYMENTS JANUARY 2024 FINES & SURCHARGES	1,069.70

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	59048 2/20/2024	BROWN COUNTY TREASURER'S OFFICE LOTT CR CHGBBK -63 AND POWTS - 71	16,890.14
Ę	59049 2/20/2024	BULLET LINER OF GREEN BAY, LLC BETLINER TRUCK SHORTBED	549.00
5	59050 2/20/2024	CHARTER COMMUNICATIONS / SPECTRUM SERVICE FROM 01/30/24-02/29/2024	615.00
5	59051 2/20/2024	CHRIS TREMEL REIMBURSEMENT – HOLSTER	415.13
5	59052 2/20/2024	CINTAS CORP MATS AT OFFICE	38.83
5	59053 2/20/2024	CLIFTON LARSON ALLEN LLP TID 1 AND TID 2 AUDIT	11,550.00
5	59054 2/20/2024	COMPASS MINERALS AMERICA ROAD SALT 400 TONS	30,239.21
5	59055 2/20/2024	DEPT OF WORKFORCE DEVELOPMENT BENEFIT CHARGES 1/21/2024 - 1/31/2024	1,022.34
Ę	59056 2/20/2024	DIGGERS HOTLINE INC. JANUARY 2024 CHARGES	51.95
Ę	59057 2/20/2024	DIVERSIFIED BENEFIT SERVICES INC. FEBRUARY 105-HRA ADMIN SERVCIES -23EE	104.65
5	59058 2/20/2024	ERC INC MONTHLY SERVICES FEBRUARY	258.33
5	59059 2/20/2024	ERIN BLANEY REFUND LOTTERY CREDIT HB-2710	256.76
5	59060 2/20/2024	FASTENAL COMPANY MULTIPLE INVOICES	45.25
5	59061 2/20/2024	FEDEX STATE CRIME LAB WAUSAU	12.33
5	59062 2/20/2024	FRANK'S RADIO SERVICE INC. FIRE DEPARTMENT MINITORS	1,821.06
Ę	59063 2/20/2024	FRANK'S RADIO SERVICE INC. MULTIPLE INVOICES RADIOS CLONING	60.00
Ę	59064 2/20/2024	GAT SUPPLY INC. MULTIPLE INVOICES	82.81
5	59065 2/20/2024	GAVIN HENN REIMBURSEMENT WORK BOOTS	89.66
5	59066 2/20/2024	GENERAL CODE LLC MULTIPLE INVOICES	4,765.00

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2/14/2024	12:26 PM	Check Register - Quick Report - ALL ALL Checks	Page: 3 ACCT
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59	0067 2/20/2024	GLOBO LANGUAGE SOLUTIONS LLC INTERPRETING SERVICES JANUARY 2024	101.25
59	068 2/20/2024	GOVERNMENT FINANCE OFFICERS ASSOCIATION ANNUAL MEMBERSHIP A. KRAMER 2024	170.00
59	069 2/20/2024	GREEN BAY METROPOLITAN SEWERAGE DISTRICT SANITARY TREATMENT COSTS JANUARY 2024	82,472.11
59	0070 2/20/2024	GREEN BAY PRESSURE SYSTEMS LLC WO#15946 REISSUE	2,683.00
59	0071 2/20/2024	GREEN BAY WATER UTILITY PURCHASED WATER JANUARY	22,782.48
59	0072 2/20/2024	HANAWAY ROSS LAW FIRM MUNICIPAL PROSECUTION JANUARY 2024	1,612.92
59	0073 2/20/2024	HSHS EWD ACCT 48116494 BSMGCL EVIDENCE DRAWS	139.50
59	0074 2/20/2024	IAN SCHIEFELBEIN REIMBURSEMENT UNIFORM EXP	42.07
59	0075 2/20/2024	KEWAUNEE COUNTY CLERKS OFFICE EL-122 ABSENTEE INNERR CERT ENVELOPES	50.00
59	0076 2/20/2024	KIMPS ACE HARDWARE PAINTING MATERIALS	189.02
59	0077 2/20/2024	MACQUEEN EMERGENCY RES. TOOLS SERVICE	507.71
59	0078 2/20/2024	MCC INC. COLD PATCH MIX PURCHASE	1,050.00
59	079 2/20/2024	MID-STATES ORGANIZED CRIME MOCIC MEMBERSHIP FOR 17 SWORN OFFICERS	150.00
59	0080 2/20/2024	MULTI MEDIA CHANNELS LLC LEGAL AD FOR 2024 ST & DRAINAGE IMPROVEM	124.95
59	0081 2/20/2024	NATIONAL FIRE PROTECTION ASSOCIATION MEMBERSHIP RENEWAL 2024 J. LANCELLE	175.00
59	0082 2/20/2024	NSIGHT TELSERVICES ALL BUILDING PHONE	874.07
59	0083 2/20/2024	PACKER CITY INTERNATIONAL TRUCKS INC. MULTIPLE INVOICES AND CREDIT	498.19
59	0084 2/20/2024	PENS.COM PENS: GENERAL, POLICE, FIRE DEPARTMENTS	364.85
59	0085 2/20/2024	ROBERT E. LEE & ASSOCIATES INC. MULTIPLE INVOICES	83,090.25

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59086	2/20/2024	SECURIAN FINANCIAL GROUP INC MARCH BILLING	788.44
59087	2/20/2024	STATE OF WISCONSIN COURT FINES & SURCHARGES JANUARY 24 FINES & SURCHARGES	3,173.25
59088	2/20/2024	STORDEUR SANITATION INC. MULTIPLE INVOICES	347.00
59089	2/20/2024	THARIO BUILDING SERVICES INC MONTHLY CLEANING SERVICE JANUARY 2024	1,212.00
59090	2/20/2024	THE POLICE AND SHERIFFS PRESS ID CARD - PETERSON	17.60
59091	2/20/2024	TOWN OF LAWRENCE DITCH MOWING REPAIR FOR 2023 145.9 HRS	2,024.91
59092	2/20/2024	TRI-CITY GLASS MULTIPLE INVOICES DPW	342.88
59093	2/20/2024	TRUCK EQUIPMENT INC MULTIPLE INVOICES	1,541.24
59094	2/20/2024	UNIFORM SHOPPE MULTIPLE INVOICES / DEPARTMENTS	206.90
59095	2/20/2024	VILLA REAL TRANSLATION SERVICES 10-12 & 10-26-2023	58.00
59096	2/20/2024	VON BRIESEN & ROPER S.C. ATTORNEYS AT LAW BALANCE ON INVOICE 448279 021053-00003	10.00
59097	2/20/2024	WI DEPT OF JUSTICE - CRIME INFORMATION BUREAU ACCT G1992 BACKGROUND CHECKS	35.00
59098	2/20/2024	WI MUNICIPAL JUDGES ASSOCIATION ANNUAL MEMBERSHIP G. SCHREIBER	100.00
VOID58773	2/20/2024 Manual Check		-2,850.00
VOID58870	2/20/2024 Manual Check		-2,683.00
RENKAS-VISA	2/20/2024 Manual Check		-246.99
RENKAS-VISA	2/20/2024 Manual Check		107.70
RENKAS-VISA	2/20/2024 Manual Check		565.00
RENKAS-VISA	2/20/2024 Manual Check		98.00

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RENKAS-VISA	2/20/2024	GLACIER CANYON LODGE - VISA POLICE EDUCATION	98.00
			100.00
RENKAS-VISA		KALAHARI - VISA POLICE EDUCATION	198.00
			00.00
TREMEL-VISA	2/20/2024 Manual Check		88.00
			15.16
TREMEL-VISA		KWIK TRIP - VISA CARWASH SQUAD	15.10
		JERSEY MIKES - VISA	21.49
TREMEL-VISA		POLICE EDUCATION EXP	21.49
AARON - VISA			-9.99
AARON - VISA	Manual Check		-9.99
AARON - VISA			134.69
AAKON - VISA		ELECTIONS LABEL PRINTER DYMO	154.05
AARON - VISA		AMAZON - VISA	21.20
AAKON - VISA		CLEANING DUSTER CANS	21.20
AARON - VISA	2/20/2024	AMAZON - VISA	39.56
		4-PACK USB CHARGER BLOCK	59.50
AARON - VISA	2/20/2024	AMAZON - VISA	56.03
		4- IPHONE DIVERBOXES	50.05
AARON - VISA	2/20/2024	MAILCHIMP - VISA	54.00
	Manual Check		•••••
AARON - VISA	2/20/2024	GALLAGHER'S PIZZA INC - VISA	32.00
	Manual Check		
AARON - VISA	2/20/2024	WMCA - VISA	65.00
	Manual Check		
AARON - VISA	2/20/2024	AMAZON - VISA	40.96
	Manual Check	LENS WIPES AND BARCODE SCANNER	
JERRY - VISA	2/20/2024	MENARDS - VISA	-20.80
	Manual Check	RETURN PAINTING SUPPLIES NOT USED	
JERRY - VISA	2/20/2024	AMAZON - VISA	-38.97
	Manual Check	RETURN MERCHANDISE	
JERRY - VISA	2/20/2024	MENARDS - VISA	239.45
	Manual Check	CHANNELLOCKS AND TOOL SET	
JERRY - VISA	2/20/2024	SAM'S CLUB - VISA	148.60
	Manual Check	FIRE DEPARTMENT CHIEF MEETING	
JERRY - VISA	2/20/2024	SCOTT'S SUBS - VISA	380.28
	Manual Check	FIRE DEPARTMENT CHIEF MEETING	

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JERRY - VISA	2/20/2024	OFFICEMAX/DEPOT =-VISA	454.49
	Manual Check	PRINTER FIRE DEPARTMENT	
JERRY - VISA	2/20/2024	GALLAGHER'S PIZZA INC - VISA	263.43
	Manual Check	TIME TRAINING	
JERRY - VISA		AMAZON - VISA	60.35
	Manual Check	TOILET SEAL	
JERRY - VISA	2/20/2024	AMAZON - VISA	289.96
	Manual Check	VENTILATION FAN	
JERRY - VISA	2/20/2024	AMAZON - VISA	384.99
	Manual Check	PRINTER FIRE DEPARTMENT	
JERRY - VISA	2/20/2024	SAM'S CLUB - VISA	416.82
	Manual Check	SODA FOR OFFICE	
JERRY - VISA	2/20/2024	AMAZON - VISA	44.97
	Manual Check	PROTECTIVE CASES	
JERRY - VISA	2/20/2024	FLEET FARM - VISA	823.38
	Manual Check	REVAMP BRINE DISTRIBUTION EQUIPMENT	
JERRY - VISA	2/20/2024	AMAZON - VISA	289.86
	Manual Check	VENTILATION FAN OFFICE	
JERRY - VISA	2/20/2024	MENARDS - VISA	318.38
	Manual Check	RISERS AND PVC PIPES	
JERRY - VISA	2/20/2024	AMAZON - VISA	62.34
	Manual Check	FLOOR SQUEEGEE	
JERRY - VISA	2/20/2024	AMAZON - VISA	22.97
	Manual Check	PROTECTORS	
JERRY - VISA	2/20/2024	HARBOR FREIGHT - VISA	308.96
	Manual Check	CART AND AIR HOSE	
JERRY - VISA	2/20/2024	FLEET FARM - VISA	258.97
	Manual Check	CPLRS & RODS	
OLSON - VISA	2/20/2024	AMERICAN AED - VISA	124.00
	Manual Check	HEART PADS	
OLSON - VISA	2/20/2024	CANVA - VISA	50.00
	Manual Check		
OLSON - VISA	2/20/2024	NATIONAL REGISTRY EMT - VISA	176.00
	Manual Check		
OLSON - VISA	2/20/2024	AMAZON - VISA	23.91
	Manual Check		
OLSON - VISA	2/20/2024	AMAZON - VISA	63.96
	Manual Check		

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OLSON - VISA	2/20/2024	AMAZON - VISA	78.98
	Manual Check	SEAT COVER	
OLSON - VISA	2/20/2024	CANVA - VISA	21.00
	Manual Check	BUSINESS CARDS	
OLSON - VISA	2/20/2024	MIDWAY 41 STORAGE - VISA	250.00
	Manual Check	EVIDENCE STORAGE	
OLSON - VISA	2/20/2024	AMAZON - VISA	13.13
	Manual Check	DIVERBOX IPHONE	
OLSON - VISA	2/20/2024	KALAHARI - VISA	198.00
	Manual Check	POLICE EDUCATION	
		Grand 1	otal 302,211.77

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Total	Expenditure from	Fund # 001 - General Fund	93,544.51
Total	Expenditure from	Fund # 002 - Water Fund	34,222.71
Total	Expenditure from	Fund # 003 - Sanitary Sewer Fund	88,736.63
Total	Expenditure from	Fund # 004 - Capital Projects Fund	21,185.09
Total	Expenditure from	Fund # 007 - Storm Water Fund	9,866.16
Total	Expenditure from	Fund # 008 - TID #1 Fund	15,369.01
Total	Expenditure from	Fund # 009 - TID #2 Fund	32,447.18
Total	Expenditure from	Fund # 010 - Parks & Recreation	631.00
Total	Expenditure from	Fund # 011 - ARPA	5,106.00
Total	Expenditure from	Fund # 012 - Fire Department	839.48
Total	Expenditure from	Fund # 013 - Police Department	264.00
		Total Expenditure from all Funds	302,211.77



MEETING MINUTES - VILLAGE BOARD (Regular)

Date/Time: Tuesday February 6th 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, and Vanya Koepke were present. Excused: Tammy Zittlow.

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: Koepke VOICE VOTE: 4-0
Pledge of Allegiance - These present regited the Pledge of Allegiance.

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

4. PUBLIC HEARINGS - None.

5. CONSENT AGENDA - A. Payment of Invoices – the WPS payment was added due to timing to avoid late fees; B. VILLAGE BOARD: Minutes of January 16th, 2024 (Regular); C. APPOINTMENT: Lisa Wheeler to the Ethics Committee (for a term expiring on May 1st, 2025) President Heidel introduced Lisa Wheeler and Lisa addressed the board. - ACTION: To approve the consent agenda with the added WPS check. MOTION: Heidel SECOND: Dillenburg VOICE VOTE: 4-0

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:

Steve Leigl, 1567 Krause Road, Sobieski

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

A. INFORMATION

1. 2022 Brown County Recycling Composition Report (Village of Hobart) - 740.78 tons of recycling material was collected in the Village in 2023, a four (4) percent increase from the 2022 total (712.35 tons). The amount of paper/cardboard recycled increased nine (9) percent from 467.20 tons in 2022 to 498.01 tons; the collection of other recyclables (aluminum, steel, bimetal and plastic containers) was virtually unchanged from year to year (243.86 tons in 2022 to 242.77 tons). – Administrator Kramer discussed the Brown County Report of Hobart's recycling for 2023.

2. Highway 29/VV Interchange Return Payment - Due to the project coming under budget, the Villages of Hobart and Howard received \$261,077.71 back from their initial \$3.212 million investment in the project. - Administrator Kramer discussed the Highway 29/VV Interchange project refund.

3. Tax Increment District CD Investment Portfolio - Administrator Kramer discussed the Investment Portfolio for TIDs 1 and 2.

- The auditors will be here starting on February 12, 2024.
- Administrator Kramer is attending the Leadership Green Bay Economic Development Session Day on Tuesday.
- Public Works & Utilities will be meeting in February.
- Unsure if there will be a Planning and Zoning meeting this month.
- The next village board meeting will be February 21 as the Election is being held on February 20, 2024.
- This month's HALOs Meeting will be hosted by Hobart and will be held on February 20, 2024, at Fire Station 1.

VILLAGE BOARD MINUTES – FEBRUARY 6TH 2024 - Page 1 of 2

9. COMMITTEE REPORTS AND ACTIONS

A. DISCUSSION AND ACTION – Creation of Public Works Foreman Position

The Public Works and Utilities Advisory Committee recently approved the job description. - Administrator Kramer and Public Works Director Lancelle discussed the new Public Works position. - ACTION: To approve the job description for the Public Works Foreman Position as presented. MOTION: Dillenburg SECOND: Tanke VOICE VOTE: 4-0

10. OLD BUSINESS - None.

11. NEW BUSINESS

A. DISCUSSION AND ACTION - 2023 Budget Adjustment

Staff is requesting a reallocation of the FY2023 property tax levy in order to fund future Fire Station bond debt payments. – Administrator Kramer discussed the budget adjustment. ACTION: That the allocation of the FY2023 Property Tax levy be adjusted as follows: General Fund (\$2,070,872.22 to \$1,870,872.22), Capital Projects Fund (\$597,908.00 to \$466,908.00), Debt Service Fund (\$619,370.00 to \$950,370.00). MOTION: Heidel SECOND: Koepke ROLL CALL VOTE: 4-0.

B. DISCUSSION AND ACTION – Proposed Changes to Animal Control Policy

Administrator Kramer presented a series of proposals and initiatives to address the Village's animal control needs.

Action: To suspend the rules of order to open the meeting to the public. MOTION: Heidel SECOND: Dillenburg VOICE VOTE: 4-0

Appearing before the board:

Roberta Rather, 697 Maple View Ct

Action: To return to the rules of regular order to close the meeting to the public. MOTION: Dillenburg SECOND: Heidel VOICE VOTE: 4-0

No Action was taken.

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

A neighborhood or village wide alert system is being considered to improve how the village notifies residents. Information will be presented in one of the next meetings.

ACTION: To recess before the closed session commences (7:12 PM) MOTION: Heidel SECOND: Koepke VOICE VOTE: 4-0

D. ADJOURN to CLOSED SESSION (7:29 PM) -: ACTION: To go into closed session.

- 1. Under Wisconsin State Statute 19.85 (1) (c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility RE: Personnel (Village Administrator Performance Review and Evaluation)
- 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
- Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation. - MOTION: Heidel SECOND: Dillenburg ROLL CALL VOTE: 4-0

E. CONVENE into open session (10:25 PM) - MOTION: Heidel SECOND: Dillenburg ROLL CALL VOTE: 4-0

F. ACTION from closed session - None

12. ADJOURN (10:25 PM) - MOTION: Dillenburg SECOND: Tanke VOTE: 4-0

Respectfully submitted by Lisa Vanden Heuvel, Clerk



Village of Hobart Planning & Zoning Committee Minutes Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI Wednesday, November 8, 2023 – 5:30 pm

1. Call to Order, Roll Call:

The meeting was called to order by Rich Heidel at 5:30 pm. Roll call: Rich Heidel, aye; Dave Dillenburg, aye; Tom Dennee, excused; Bob Ross, aye; David Johnson, aye; Jeff Ambrosius, aye; John Rather, aye.

- Verify/Modify/Approve Agenda: Motion by Rich Heidel, seconded by Jeff Ambrosius, to approve the agenda as presented. All in favor. Motion carried.
- 3. Approval of Planning & Zoning Minutes:

Motion by Bob Ross, seconded by David Johnson, to approve the October 11, 2023, minutes as presented. Motion carried on a 5-0-1 vote with Rich Heidel abstaining.

- 4. Public Comment on Non-Agenda Items: None.
- DISCUSSION AND ACTION Consider Conditional Use Permit request, HB-1491-F-18, 778 Stonewood Lane – 1,689 square foot accessory building on the property that is closer to the street right-of-way than the rear plane of the principal structure: Director of Planning & Code Compliance, Todd Gerbers, presented the CUP. The commission members discussed the application.

Motion by Dave Dillenburg, seconded by John Rather, conditionally approve the CUP request subject to the following conditions:

- 1. All four building elevations of the new structure are constructed of materials similar to those on the existing residential dwelling on the property
- 2. Maximum of one detached accessory building be allowed on site
- 3. Accessory building shall not be utilized for any business activities
- 4. Permit fee shall be doubled since property owner started construction without receiving proper approvals or required permits

All in favor. Motion carried.

6. DISCUSSION AND ACTION - Discussion and action on the annual license renewal for quarry operators of existing quarry located at 361 Orlando Drive:

Director of Planning & Code Compliance, Todd Gerbers, gave the committee updates along with Maxwell Pace with Walbec Group (NEA).

Discussion was had with the quarry representative on the operations for 2023 and other general topics including blast locations, depths, and dust control.

Consensus from the commission was to direct Village Staff to proceed with the issuance of operating permits for 2024 and to move future annual reviews to a September timeframe.

No formal action was taken.

 DISCUSSION AND ACTION – Consider a 2 Lot CSM creating one additional parcel consisting of 11.600 (Lot 1) and 14.944 (Lot 2) Acres (1420-1484 S. Pine Tree Rd., Portion of HB-350):

Director of Planning & Code Compliance, Todd Gerbers, presented the committee with the Certified Survey Map (CSM).

The commission members discussed.

Motion by Rich Heidel, seconded by John Rather, to recommend approval of the Certified Survey Map (1420-1484 S. Pine Tree Rd., portion of parcel HB-350). All in favor. Motion carried.

8. Adjourn:

Motion by Dave Dillenburg, seconded by Jeff Ambrosius, to adjourn at 6:22 pm. All in favor. Motion carried.

Resolution No. 2024-02

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$10,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A

WHEREAS the Village of Hobart, Brown County, Wisconsin (the "Village") is presently in need of approximately \$10,000,000 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"); and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

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

Section 1. Issuance of the Notes. The Village shall issue its General Obligation Promissory Notes, Series 2024A in an amount of approximately \$10,000,000 (the "Notes") for the purposes above specified.

Section 2. Sale of the Notes. The Village Board hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The Village Clerk (in consultation with PMA Securities, LLC ("PMA")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the Village Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.

<u>Section 4. Official Statement</u>. The Village Clerk (in consultation with PMA) shall cause an Official Statement to be prepared and distributed. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Village Board hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$10,000,000.

Adopted, approved and recorded February 21, 2024.

Richard R. Heidel President

ATTEST:

Lisa Vanden Heuvel Village Clerk

(SEAL)

Resolution No. 2024-03

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$1,460,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024B

WHEREAS the Village of Hobart, Brown County, Wisconsin (the "Village") is presently in need of approximately \$1,460,000 for public purposes, including paying project costs of the Village's Tax Incremental District No. 1 (the "Project");

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes; and

WHEREAS, due to certain requirements of the Internal Revenue Code of 1986, as amended, it is necessary that such bonds be issued on a taxable, rather than tax-exempt basis.

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

Section 1. Issuance of the Notes. The Village shall issue its Taxable General Obligation Promissory Notes, Series 2024B in an amount of approximately \$1,460,000 (the "Notes") for the purposes above specified.

<u>Section 2. Sale of the Notes.</u> The Village Board hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The Village Clerk (in consultation with PMA Securities, LLC ("PMA")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the Village Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.

Section 4. Official Statement. The Village Clerk (in consultation with PMA) shall cause an Official Statement to be prepared and distributed. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded February 21, 2024.

Richard R. Heidel President

ATTEST:

Lisa Vanden Heuvel Village Clerk

(SEAL)



TO:Village BoardFROM:Aaron Kramer, Village AdministratorRE:Awarding of 2024 Capital ProjectsDATE:February 14th 2024

BACKGROUND

Bids were opened on a number of infrastructure projects on Wednesday February 14th. Staff is recommending the following projects be awarded. For each project, a 10 percent engineering and contingency charge is being added. The FY2024 Capital Projects was approved last fall as follows:

2024 CAPITAL PROJECTS								
Project	TOTAL	GENERAL FUND	STORM WATER	CAPITAL RESERVE	PARK RESERVE	LAWRENCE	OTHER SOURCES	
Roads and Transportation	Roads and Transportation							
Sunbeam Circle (North Pine Tree to Gypsy)	\$106,686.00	\$74,680.00	\$32,006.00	\$0.00	\$0.00	\$0.00	\$0.00	
South Overland (County Highway EE to Nathan)	\$486,632.00	\$325,880.00	\$160,752.00	\$0.00	\$0.00	\$0.00	\$0.00	
* Sunlite Drive	\$750,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,960.00	
* Founders Terrace Extension	\$225,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$225,000.00	
** Schuering Road (South Pine Tree to Lawrence boundary)	\$223,173.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$223,173.00	
** Pedestrian Trail (Orlando Drive-South Pine Tree)	\$1,013,914.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,013,914.00	
Roads and Transportation Total	\$2,806,365.00	\$400,560.00	\$192,758.00	\$0.00	\$0.00	\$0.00	\$2,213,047.00	

* - TID #1 Project

** - TID #2 Project

PROJECTS – 2024 CAPITAL BUDGET

Sunbeam Circle North Pine Tree Road to Gypsy Lane

This will consist of a pulverizing of the existing pavement, then repaving the road, along with ditching and stormwater work.

AGE OF ROAD: 1979 (45 years) LENGTH OF PROJECT: 1,100 feet

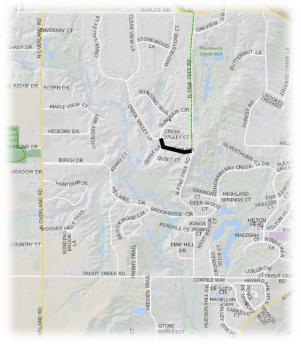
	2024 Budget	Feb 2024 Bid	Feb 2024 Bid + 10 percent	Net
Capital Projects (70%)	\$74,680.00	\$46,047.75	\$50,652.53	+ \$24,027.47
Storm Water (30%)	\$32,006.00	\$19,734.75	\$21,708.22	+ \$10,297.78
TOTAL	\$106,686.00	\$65,782.50	\$72,360.75	+ \$34,325.25

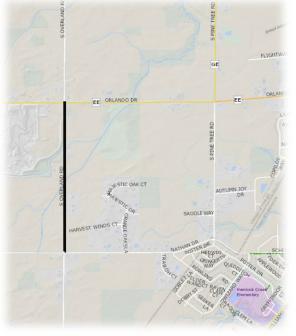
South Overland Road (County Highway EE to Nathan Drive)

This will consist of a pulverizing of the existing pavement, then repaving the road, along with ditching and stormwater work. This is the first phase of a multi-year repavement of the entire South Overland arterial from Highway 172 south to Luther Drive.

AGE OF ROAD: 2001 (23 years) LENGTH OF PROJECT: 5,280 feet

	2024 Budget	Feb 2024 Bid	Feb 2024 Bid +	Net
			10 percent	
Capital Projects	\$325,880.00	\$289,506.35	\$318,456.99	+ \$7,423.01
Storm Water	\$160,752.00	\$124,074.15	\$136,481.56	+ \$24,270.44
TOTAL	\$486,632.00	\$413,580.50	\$454,938.55	+ \$31,693.45





Sunbeam Circle

South Overland Road

Storm Water

Polo Point Storm Inlet Repairs - Bid - \$43,541.50

	2024 Budget	Feb 2024 Bid	Net
Repair and Maintenance 007-00-64000-088-000	\$30,000.00	\$30,000.00	+ \$0.00
Excess from Above	\$24,270.44	\$13,541.50	+\$10,728.94
TOTAL		\$43,541.50	+ \$10,728.94

Jan Wos Park Basketball Court

Last year, the Board approved spending up to \$25,000 in ARPA funds for the construction of a basketball court in Jan Wos Park (Centennial Centre). Staff is recommending the project be awarded,

PROJECTS - ADDITIONAL PROJECTS

Gypsy Lane (Entire)

We are recommending the following project be added to the 2024 list.

	Carryover from Above	Feb 2024 Bid	Feb 2024 Bid + 10 percent	Net
Capital Projects	\$31,450.48	\$29,213.10	\$32,134.41	-\$683.93
Storm Water	\$34,568.22	\$12,519.90	\$13,771.89	+ \$20,796.33
TOTAL	\$0.00	\$41,733.00	\$45,906.30	+ \$31,693.45

NOTE: The following projects are not able to be funded from the attached bid tabulation sheet. These projects can be funded with alternate sources, if the Board desires.

- Quiet Court (\$25,085)
- De Soto Storm Sewer (\$39,495)

PROPOSED MOTION

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), for a total of \$588,810.00.

February 14, 2024

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

RE: Village of Hobart - 2024 Street and Drainage Improvements; Contract 2320-24-01

Dear Mr. Lancelle:

Bids were opened on February 14, 2024, for the 2024 Street and Drainage Improvements project, Contract 2320-24-01.

Bids were received from two (2) contractors, ranging in cost from \$653,390.00 to \$679,434.70 for the base bid. The apparent low bidder was Northeast Asphalt, Greenville, WI, with a total bid amount of \$653,390.00. 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 Northeast Asphalt on similar projects. They have performed well and are capable of constructing this project. Therefore, we are recommending the Village award the contract to Northeast Asphalt for the bid amount of \$653,390.00.

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

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

accer Breidante

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

AJB/LAR

ENC.

CC/ENC: Aaron Kramer, Village Administrator, Village of Hobart Jennifer Liimatta, Robert E. Lee & Associates, Inc.

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ITEMIZED BID TABULATION

OWNER: VILLAGE OF HOBART PROJECT: 2024 STREET AND DRAINAGE IMPROVEMENTS

CONTRACT: 2320-24-01 BID DATE: WEDNESDAY, FEBRUARY 14, 2024 - 10:00 A.M.

Line	Item				NORTHEAST ASPHALT Greenville, Wisconsin		MCC, INC. Appleton, Wisconsin	
Item	Code	Item Description	Unit	Qty.	Unit Price	Extension	Unit Price	Extension
llowance	es			9				
1	0000.01	Allowances - Spec Section 01 21 00 Schedule of Allowances, Complete.	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
unbeam	Circle							
2	0157.03	All erosion control items, Complete.	LS	1	\$500.00	\$500.00	\$850.00	\$850.00
3	0159.01	Temporary traffic control, Complete.	LS	1	\$500.00	\$500.00	\$600.00	\$600.00
4	0241.05	Remove asphalt pavement, pulverize full depth, Complete.	SY	2,750	\$0.90	\$2,475.00	\$1.35	\$3,712.50
5	3105.01	Geogrid reinforcement, Type I, Complete.	SY	300	\$1.80	\$540.00	\$1.80	\$540.00
6	3123.04	Earthwork, excavation below subgrade, Complete.	CY	100	\$35.25	\$3,525.00	\$35.25	\$3,525.00
7	3211.03	Crushed aggregate base course, shoulder, Gradation No. 3, 6-inch thick, Complete.	SY	530	\$9.00	\$4,770.00	\$11.75	\$6,227.50
8	3211.03	Crushed aggregate base course, driveway, Gradation No. 3, 6-inch thick, Complete.	SY	40	\$9.00	\$360.00	\$22.50	\$900.00
9	3212.03	Asphaltic concrete binder pavement, 4 LT 58-28 S, 1 3/4-inch thick, Complete.	SY	2,750	\$9.20	\$25,300.00	\$9.40	\$25,850.00
10	3212.05	Asphaltic concrete surface pavement, 5 LT 58-28 S, 1 1/4-inch thick, Complete.	SY	2,750	\$6.30	\$17,325.00	\$6.65	\$18,287.50
11	3212.09	Asphaltic concrete driveways, 5 LT 58-28 S, 2-inch thick, Complete.	SF	1,500	\$2.00	\$3,000.00	\$2.55	\$3,825.00
12	3290.01	Landscaping salvaged and pulverized topsoil, Complete.	SY	250	\$4.80	\$1,200.00	\$7.36	\$1,840.00
13	3290.05	Landscaping hydroseeding, Complete.	SY	250	\$5.15	\$1,287.50	\$2.74	\$685.00
		Total - Sunbeam Circle - Bid Items 1 - 13				\$65,782.50		\$71,842.50
uiet Cou	irt					,		,
14	0157.03	All erosion control items, Complete.	LS	1	\$500.00	\$500.00	\$850.00	\$850.00
15	0159.01	Temporary traffic control, Complete.	LS	1	\$200.00	\$200.00	\$150.00	\$150.00
16	0241.05	Remove asphalt pavement, pulverize full depth, Complete.	SY	1,000	\$0.90	\$900.00	\$2.30	\$2,300.00
17	3105.01	Geogrid reinforcement, Type I, Complete.	SY	1,000	\$2.00	\$300.00	\$2.00	\$300.00
18	3123.04	Earthwork, excavation below subgrade, Complete.	CY	50	\$41.40	\$2,070.00	\$41.40	\$2,070.00
19	3211.03	Crushed aggregate base course, shoulder, Gradation No. 3, 6-inch thick, Complete.	SY	180	\$9.00	\$1,620.00	\$16.30	\$2,934.00
20	3212.03	Asphaltic concrete binder pavement, 4 LT 58-28 S, 1 3/4-inch thick, Complete.	SY	1,000	\$9.20	\$9,200.00	\$10.45	\$10,450.00
20	3212.05	Asphaltic concrete surface pavement, 5 LT 58-28 S, 1 1/4-inch thick, Complete.	SY	1,000	\$6.30	\$6,300.00	\$7.50	\$7,500.00
22	3212.09	Asphaltic concrete driveways, 5 LT 58-28 S, 2-inch thick, Complete.	SF	1,500	\$2.00	\$3,000.00	\$3.00	\$4,500.00
22	3290.01	Landscaping salvaged and pulverized topsoil, Complete.	SY	1,000	\$4.80	\$480.00	\$7.36	\$736.00
23	3290.01	Landscaping hydroseeding, Complete.	SY	100	\$5.15	\$515.00	\$2.74	\$274.00
21	5270.05	Total - Quiet Court - Bid Items 14 - 24	51	100	ψ5.15	\$25,085.00	φ2.74	\$32,064.00
nev La	20	10m - Quet Com - Du Rems 17 - 27				<i>\$23,005.00</i>		\$52,004.00
25	0157.03	All erosion control items, Complete.	LS	1	\$500.00	\$500.00	\$850.00	\$850.00
25	0157.03		LS	-	\$200.00	\$200.00	\$850.00	\$850.00
20	0139.01	Temporary traffic control, Complete.	SY SY	1		\$200.00		\$150.00
27	3105.01	Remove asphalt pavement, pulverize full depth, Complete.	SY	1,700	\$0.90	\$1,530.00	\$1.85	\$3,145.00
28	3103.01	Geogrid reinforcement, Type I, Complete.	CY	200 70	\$1.90	\$2,695.00	\$1.90	\$380.00
		Earthwork, excavation below subgrade, Complete.			\$38.50	. ,	\$38.50	
30	3123.08	Earthwork, ditching, Complete.	LF SY	290	\$10.20	\$2,958.00	\$10.18	\$2,952.20
31	3211.03	Crushed aggregate base course, shoulder, Gradation No. 3, 6-inch thick, Complete.		370	\$9.00	\$3,330.00	\$14.50	\$5,365.00
32 33	3212.03	Asphaltic concrete binder pavement, 4 LT 58-28 S, 1 3/4-inch thick, Complete.	SY SY	1,700	\$9.20 \$6.30	\$15,640.00	\$10.00	\$17,000.00
33	3212.05 3212.09	Asphaltic concrete surface pavement, 5 LT 58-28 S, 1 1/4-inch thick, Complete. Asphaltic concrete driveways, 5 LT 58-28 S, 2-inch thick, Complete.	SY	1,700 900	\$6.30 \$2.00	\$10,710.00 \$1,800.00	\$6.75 \$2.95	\$11,475.00 \$2,655.00
34	3212.09		SF			\$1,800.00		\$2,655.00
35		Landscaping salvaged and pulverized topsoil, Complete.	SY SY	200	\$4.80		\$7.36	
30	3290.05	Landscaping hydroseeding, Complete.	SY	200	\$5.15	\$1,030.00	\$2.74	\$548.00
	<u> </u>	Total - Gypsy Lane - Bid Items 25 - 36				\$41,733.00		\$48,687.20
	nd Road							
37	0157.03	All erosion control items, Complete.	LS	1	\$2,320.00	\$2,320.00	\$2,320.00	\$2,320.00
38	0159.01	Temporary traffic control, Complete.	LS	1	\$2,300.00	\$2,300.00	\$1,200.00	\$1,200.00

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ITEMIZED BID TABULATION

OWNER: VILLAGE OF HOBART PROJECT: 2024 STREET AND DRAINAGE IMPROVEMENTS

CONTRACT: 2320-24-01 BID DATE: WEDNESDAY, FEBRUARY 14, 2024 - 10:00 A.M.

Line	ltem				NORTHEAST ASPHALT Greenville, Wisconsin		MCC, INC. Appleton, Wisconsin	
Item	Code	Item Description	Unit	Qty.	Unit Price	Extension	Unit Price	Extension
39	0241.05	Remove asphalt pavement, pulverize full depth, Complete.	SY	13,000	\$0.80	\$10,400.00	\$1.20	\$15,600.00
40	3105.01	Geogrid reinforcement, Type I, Complete.	SY	3,200	\$1.50	\$4,800.00	\$1.50	\$4,800.00
41	3123.04	Earthwork, excavation below subgrade, Complete.	CY	1,100	\$29.75	\$32,725.00	\$29.75	\$32,725.00
42	3123.08	Earthwork, ditching, Complete.	LF	2,200	\$17.35	\$38,170.00	\$17.35	\$38,170.00
43	3211.03	Crushed aggregate base course, shoulder, Gradation No. 3, 6-inch thick, Complete.	SY	2,400	\$12.00	\$28,800.00	\$8.60	\$20,640.00
44	3211.03.1	Crushed aggregate base course, driveway, Gradation No. 3, 6-inch thick, Complete.	SY	450	\$12.00	\$5,400.00	\$11.65	\$5,242.50
45	3211.04	Crushed aggregate base course, shoulder rebuild, Gradation No. 4, Complete.	TON	600	\$17.40	\$10,440.00	\$17.40	\$10,440.00
46	3212.01	Asphaltic concrete binder pavement, 3 LT 58-28 S, 2 1/4-inch thick, Complete.	SY	13,000	\$9.50	\$123,500.00	\$9.50	\$123,500.00
47	3212.03	Asphaltic concrete surface pavement, 4 LT 58-28 S, 1 3/4-inch thick, Complete.	SY	13,000	\$7.00	\$91,000.00	\$7.56	\$98,280.00
48	3212.09	Asphaltic concrete driveways, 4 LT 58-28 S, 2-inch thick, Complete.	SF	4,300	\$1.00	\$4,300.00	\$2.56	\$11,008.00
49	3290.11	Landscaping topsoil, fertilize, seed, and temporary erosion control blanket (Class I, Type A), Complete.	SY	4,500	\$6.10	\$27,450.00	\$5.55	\$24,975.00
50	3342.20	Corrugated aluminum coated metal pipe, 18-inch, Complete.	LF	310	\$67.90	\$21,049.00	\$67.90	\$21,049.00
51	3342.20.1	Corrugated aluminum coated metal pipe, 15 inch, Complete.	LF	20	\$62.40	\$1,248.00	\$62.40	\$1,248.00
52	3342.21	Apron endwall, aluminum coated, CMP, 24-inch, Complete.	EACH	1	\$928.50	\$928.50	\$928.50	\$928.50
53	3342.21.1	Apron endwall, aluminum coated, CMP, 18-inch, Complete.	EACH	18	\$450.00	\$8,100.00	\$450.00	\$8,100.00
54	3342.21.2	Apron endwall, aluminum coated, CMP, 15-inch, Complete.	EACH	2	\$325.00	\$650.00	\$325.00	\$650.00
54	3342.21.2	Total - S. Overland Road - Bid Items 37 - 54	LACII	2	\$323.00	\$413.580.50	\$325.00	\$420,876.00
Storm Ink	t Donoiro	Total - 5. Overland Road - Did Hems 57 - 54				\$ 1 13,360.30		\$ 4 20,870.00
	et Repairs		IC	1	\$500.00	¢500.00	¢1.000.00	¢1.000.00
55 56	0157.03	All erosion control items, Complete.	LS	1	\$500.00	\$500.00	\$1,890.00	\$1,890.00
56	0159.01	Temporary traffic control, Complete.		-	\$600.00	\$600.00	\$200.00	\$200.00
	0241.03	Remove asphalt pavement, Complete.	SY	70	\$5.00	\$350.00	\$19.00	\$1,330.00
58 59	0333.04.3	Concrete curb and gutter, mountable, 24-inch, Complete.	LF	150	\$55.00	\$8,250.00	\$55.00	\$8,250.00
59 60	3212.03	Asphaltic concrete surface pavement, 4 LT 58-28 S, 3-inch thick, Complete.	SY	70	\$34.00	\$2,380.00	\$64.50	\$4,515.00
	3290.01	Landscaping salvaged and pulverized topsoil, Complete.	SY	70	\$4.80	\$336.00	\$13.00	\$910.00
61	3290.05	Landscaping hydroseeding, Complete.	SY	70	\$5.15	\$360.50	\$3.50	\$245.00
62	3341.45	Storm sewer inlet, chimney seal, Complete.	EACH	1	\$1,065.00	\$1,065.00	\$750.00	\$750.00
63	5000.01	Inlet chimney reconstruction, Complete.	EACH	9	\$3,300.00	\$29,700.00	\$2,590.00	\$23,310.00
		Total - Storm Inlet Repairs - Bid Items 55 - 63				\$43,541.50		\$41,400.00
	torm Sewe			r				
64	0157.03	All erosion control items, Complete.	LS	1	\$500.00	\$500.00	\$1,600.00	\$1,600.00
65	0159.01	Temporary traffic control, Complete.	LS	1	\$200.00	\$200.00	\$200.00	\$200.00
66	0241.03	Remove asphalt pavement, Complete.	SY	20	\$5.00	\$100.00	\$19.00	\$380.00
67		Concrete curb and gutter, mountable, 24-inch, Complete.	LF	20	\$60.00	\$1,200.00	\$60.00	\$1,200.00
68	3111.01	Site clearing and grubbing, Complete.	LS	1	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
69	3212.03	Asphaltic concrete surface pavement, 4 LT 58-28 S, 3-inch thick, Complete.	SY	20	\$65.00	\$1,300.00	\$114.00	\$2,280.00
70	3290.01	Landscaping salvaged and pulverized topsoil, Complete.	SY	400	\$4.80	\$1,920.00	\$4.90	\$1,960.00
71	3290.05	Landscaping hydroseeding, Complete.	SY	400	\$5.15	\$2,060.00	\$2.54	\$1,016.00
72	3341.01	Storm sewer pipe, PVC, 12-inch, Complete.	LF	10	\$182.00	\$1,820.00	\$58.70	\$587.00
73	3341.03	Storm sewer pipe, reinforced concrete Class III, 18-inch, Complete.	LF	180	\$88.00	\$15,840.00	\$69.00	\$12,420.00
74	3341.20	Storm sewer manhole, 48-inch, Complete.	VF	4	\$1,210.00	\$4,840.00	\$1,196.00	\$4,784.00
75	3341.26	Storm sewer inlets, Type D, Complete.	EACH	1	\$5,765.00	\$5,765.00	\$4,833.00	\$4,833.00
76	3342.02	Apron endwall, RCP, 18-inch, Complete.	EACH	1	\$1,450.00	\$1,450.00	\$1,525.00	\$1,525.00
		Total - De Soto Storm Sewer - Bid Items 64 - 76				\$39,495.00		\$37,285.00
Jan Wos I	Park							
77	0157.03	All erosion control items, Complete.	LS	1	\$500.00	\$500.00	\$1,675.00	\$1,675.00
78	0159.01	Temporary traffic control, Complete.	LS	1	\$500.00	\$500.00	\$400.00	\$400.00

UNIT PRICE BID SCHEDULE 00 41 13-2

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OWNER: VILLAGE OF HOBART PROJECT: 2024 STREET AND DRAINAGE IMPROVEMENTS CONTRACT: 2320-24-01							
	BID DATE: WEDNESDAY, FEBRUARY 14, 2024 - 10:00 A.M.						
Line	ltem						

					NORT	HEAST ASPHALT	M	CC, INC.
Line	Item				Greenville, Wisconsin		Appleton, Wisconsin	
Item	Code	Item Description	Unit	Qty.	Unit Price Extension		Unit Price	Extension
79	3211.10	Grade, shape, and compact basecourse, Complete.	SY	650	\$6.75	\$4,387.50	\$6.50	\$4,225.00
80	3212.03	Asphaltic concrete binder pavement, 4 LT 58-28 S, 1 3/4-inch thick, Complete.	SY	650	\$12.00	\$7,800.00	\$14.00	\$9,100.00
81	3212.05	Asphaltic concrete surface pavement, 5 LT 58-28 S, 1 1/4-inch thick, Complete.	SY	650	\$10.00	\$6,500.00	\$12.00	\$7,800.00
82	3217.02	Pavement marking, white paint, 3-inch, Complete.	LS	1	\$1,500.00	\$1,500.00	\$960.00	\$960.00
83	3290.01	Landscaping salvaged and pulverized topsoil, Complete.	SY	300	\$4.80	\$1,440.00	\$6.90	\$2,070.00
84	3290.05	Landscaping hydroseeding, Complete.	SY	300	\$5.15	\$1,545.00	\$3.50	\$1,050.00
		Total - Jan Wos Park - Bid Items 77 - 84				\$24,172.50		\$27,280.00
	Total Contract 2320-24-01, Bid Items 1 - 84				S	\$653,390.00	\$67	9,434.70



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:

<u>Section 1:</u> 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.

<u>Section 2:</u> 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, quasijudicial 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 Police Captain 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 Police Captain, 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 cart 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 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 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) <u>INTENT</u>

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.

- 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) <u>WAIVER</u>

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) <u>IDEMNITY</u>

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) <u>TERM</u>

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) <u>SEVERABILITY</u>

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