

Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Wednesday February 22<sup>nd</sup> 2023 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 16<sup>th</sup> day of February, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

# MEETING NOTICE – VILLAGE BOARD (Regular) (Amended)

## Date/Time: Wednesday February 22<sup>nd</sup> 2023 (6:00 P.M.) Location: Village Office, 2990 South Pine Tree Road

NOTE: The meeting has been moved from Tuesday February 21st due to the Spring Primary Election.

# **ROUTINE ITEMS TO BE ACTED UPON:**

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

# **4. PUBLIC HEARINGS**

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

A. Payment of Invoices (Page 4); B. VILLAGE BOARD: Minutes of February 7<sup>th</sup> 2023 (Regular) (Page 8); C. PUBLIC WORKS AND UTILITIES ADVISORY COMMITTEE: Minutes of January 9<sup>th</sup> 2023 (Page 12); \* D. APPOINTMENT: Glenn Severson to the Brown County Planning Commission (for a term expiring on March 1<sup>st</sup> 2026) (Appointment by Board President Heidel)

# 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 2023-04 (Initial Resolution Authorizing \$3,500,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 2) (Page 13)

B. DISCUSSION AND ACTION – Resolution 2023-05 (Resolution Providing for the Sale of \$3,500,000 General Obligation Community Development Bonds, Series 2023A) (Page 14)

C. DISCUSSION AND ACTION – Resolution 2023-06 (Initial Resolution Authorizing \$4,900,000 General Obligation Bonds for Fire Station Projects) (Page 16)

D. DISCUSSION AND ACTION – Resolution 2023-07 (Resolution Providing for the Sale of \$4,900,000 General Obligation Fire Station Bonds, Series 2023B) (Page 17)

# 8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

# A. INFORMATION – 2022 Mill Rate Analysis and Comparison (Page 19)

With the final number calculated for the 2022 tax bills, the Village's mill rate increased to \$3.86 (with an equalization ratio of 0.9462), a increase from the \$3.63 per \$1,000 mill rate last year. The owner of a \$150,000 home (equalized valuation) paid \$1,966 in Hobart (Pulaski School District) for the 2022 tax bills (compared to \$2,038 for the 2021 tax bills), and \$2,232 for a similar home in the West De Pere school district portion of Hobart (compared to \$2,464 for the 2021 tax bills). Hobart's mill rate has consistently remained below the average mill rate for the nine (9) villages in Brown County, is 31 percent below the countywide average mill rate (\$5.56), and is the third-lowest mill rate among the villages.

# B. INFORMATION - 2022 Brown County Recycling Composition Report (Village of Hobart) (Page 21)

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712.35 tons of recycling material was collected in the Village in 2022, a slight decrease from the 2021 total (730.87 tons). The amount of paper recycled declined from 467.20 tons in 2021 to 468.49 tons in 2022; the collection of other recyclables (aluminum, steel, bimetal and plastic containers) declined as well from 263.77 tons to 243.86 tons in 2022.

# D. INFORMATION – 2022 Hobart-Lawrence Police Department Final Report (Page 24)

C. INFORMATION – January 2023 Hobart-Lawrence Police Department Monthly Report (Page 41)

# 9. COMMITTEE REPORTS AND ACTIONS

## **10. OLD BUSINESS**

A. DISCUSSION AND ACTION – Ordinance 2023-03 (AN ORDINANCE TO AMEND A SECTION OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN, SPECIFICALLY SECTION 1 (MAXIMUM PERMISSIBLE SPEEDS ON AREA ROADS) OF ARTICLE I (SPEED ZONES) OF CHAPTER 264 (VEHICLES AND TRAFFIC) (Page 53)

The purpose of this Ordinance is to lower the speed limit on a portion of Trout Creek Road, from Riverdale Drive (CTY Road J) west to North Overland Road, from the current 45 miles per hour to 35 miles per hour.

## **<u>11. NEW BUSINESS</u>**

A. DISCUSSION AND ACTION – To Establish a Public Hearing to Consider the Rezoning of Parcels HB-314-3, HB-314-6, & HB-314-7 (1550 South Overland Road and Orlando Drive) from R-2: Residential District and ER: Estate Residential District to A-1: Agricultural District

Staff would request the public hearing be held at the March 21<sup>st</sup> Board meeting.

**B.** DISCUSSION AND ACTION – To Establish a Public Hearing to Consider the Rezoning of Parcel HB-293 and Portions of Parcels HB-293-1 & HB-293-2 (1805 South Pine Tree Road) from ER: Estate Residential District to A-1: Agricultural District Staff would request the public hearing be held at the March 21<sup>st</sup> Board meeting.

## C. DISCUSSION AND ACTION – 3-Year Service Agreement with Primadata LLC and Bayside Printing LLC (Page 57)

This contract is for the printing of the Village's utility bills, and is the same price as the previous contract. Staff would recommend approval.

## D. DISCUSSION AND ACTION - Upgrading Fire Department Mobile Radios

The 2023 capital budget for the Fire Department included \$35,000 in capital funds to begin the process of upgrading the departments 27 mobile radios. Staff recommends the proposed purchasing of five new radios for \$34,489.77 (Motorola).

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

## F. 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
- 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

<sup>\* -</sup> Added to amended agenda (2-21-2023)

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

# UPCOMING BOARD MEETINGS

Tuesday March 7<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office Tuesday March 21<sup>st</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office \* - Wednesday April 5<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

\* - Moved from Tuesday April 4th 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.

2/15/2023	10:02 AM	Reprint Check Register - Quick Report - ALL	Page: 1 ACCT
ALL BA	NK ACCOUNTS	ALL Check:	S
Pos	ted From:	2/21/2023 From Account:	
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57719	2/21/2023	AMERICAN HERITAGE LIFE INSURANCE COMPANY INSURANCE PREMIUMS - FEBRUARY DEDUCTIONS	185.76
57720	2/21/2023	ASHWAUBENON - HOBART- PRESS LEGAL ADS 2/7/23 PUBLIC HEARING 62163	57.84
57721	2/21/2023	ASHWAUBENON AUTO REPAIR LLC SQUAD OIL & BRAKE PADS VIN LGB67315	142.67
57722	2 2/21/2023	BADGER METER INC. BEACON MBL HOSTING SERV UNIT	81.84
57723	3 2/21/2023	BROADWAY AUTOMOTIVE BRAKES & TIRE REPAIR 1-TON	1,675.00
57724	2/21/2023	BROWN COUNTY JAIL HARBISON, ELIZABETH HLPD 22-509603	40.00
57725	5 2/21/2023	BROWN COUNTY PORT & RESOURCE RECOVERY REFUSE & RECYCLING JANUARY 2023	9,099.82
57726	5 2/21/2023	BROWN COUNTY TREASURER - COURT PAYMENTS JANUARY FINES & SURCHARGES	981.19
57727	2/21/2023	BROWN COUNTY TREASURER'S OFFICE POWTS 71; DELQ ACRE AG 73; POWTS 74	17,061.14
57728	3 2/21/2023	CHARTER COMMUNICATIONS / SPECTRUM SERVICE THROUGH 02/28/2023	615.00
57729	2/21/2023	CORELOGIC TAX OVERPAYMENT REFUND HB-2909	5,547.67
57730	2/21/2023	CULLIGAN GREEN BAY FIRE STATION SOFTENER	50.83
57731	2/21/2023	DANIELLE M MORAN REFUND LOTTERY CR OVERPAYMENT HB-2987	173.51
57732	2 2/21/2023	DIGGERS HOTLINE INC. EMAIL FEES FOR JANUARY 2023	124.22
57733	3 2/21/2023	DIVERSIFIED BENEFIT SERVICS INC. FEBRUARY 105-HRA ADMIN SERVICES	99.00
57734	a 2/21/2023	EMERGENCY APPARATUS MAINTENANCE INC. MULTIPLE INVOICES PUMP TESTING FIRE DEPT	2,295.33
57735	5 2/21/2023	FERGUSON WATERWORKS LF 3/4 STR MTR COUP W/WIRE H	1,293.60
57736	5 2/21/2023	FRANK'S RADIO SERVICE INC. MULTIPLE INVOICES FIRE DEPARTMENT	3,057.51
57737	2/21/2023	GAT SUPPLY INC. MULTIPLE INVOICES	275.69

2/15/2023	10:02 AM	Reprint Check Register - Quick Report - ALL	Page: 2 ACCT
ALL	BANK ACCOUNTS	ALL Checks	
1	Posted From: Thru:	2/21/2023 From Account: 2/21/2023 Thru Account:	
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57	738 2/21/2023	GREEN BAY METROPOLITAN SEWERAGE DISTRICT SANITARY TREATMENT FEES JANUARY 2023	87,301.63
57	739 2/21/2023	GREEN BAY WATER UTILITY PURCHASED WATER JANUARY 23	30,496.97
57	740 2/21/2023	HANAWAY ROSS LAW FIRM MUNICIPAL PROSECUTION JANUARY 2023	2,917.80
57	741 2/21/2023	B HSHS EWD 3-EVIDENCE DRAWS- #40760363 # 40760230	139.50
57	742 2/21/2023	B IDEALAIR HEATING & COOLING INC. FIRE STATION #2 FURNACE REPAIR	1,469.62
57	743 2/21/2023	JAMES & JUDY GERBERS LAND PURCHASE TID#2	402.38
57	744 2/21/2023	JOE DENOBLE SEWER & WATER CONSTRUCTION INC. REPAIR WATER LEAK 1283 PLEASANT VALLEY	11,058.75
57	745 2/21/2023	KELSEY SCHWERIN REFUND OF DISMISSED TICKET ALREADY PAID	136.60
57	746 2/21/2023	KIMPS ACE HARDWARE MULTIPLE INVOICES	438.39
57	747 2/21/2023	MARCO TECHNOLOGIES LLC CONTRACT BASE RATE & USAGE CHARGES	342.74
57	748 2/21/2023	NSIGHT TELSERVICES BUILDING PHONE LINES	744.13
57	749 2/21/2023	OLSON TRAILER & BODY L.L.C. SPRING ASMBLY & PLOW OIL - 1-TON	257.74
57	750 2/21/2023	ROBERT E. LEE & ASSOCIATES INC. 2022 ST & DRAIN IMP CONTRACT 2320-22-02	7,154.97
57	751 2/21/2023	SECURIAN FINANCIAL GROUP INC LIFE PREMIUM	630.24
57	752 2/21/2023	STATE OF WISCONSIN COURT FINES & SURCHARGES JANUARY 2023 FINES & SURCHARGES	3,278.54
57	753 2/21/2023	3 TECHNOLOGY ARCHITECTS INC. MULTIPLE INVOICES	1,696.09
57	754 2/21/2023	3 TRUCK EQUIPMENT INC MULTIPLE INVOICES	252.35
57	755 2/21/2023	UNIFORM SHOPPE ZACH CAMBRAY PANT, SHIRT, ALTERATIONS	129.75
57	756 2/21/2023	WI DEPT OF JUSTICE - CIB TIME TIME ACCESS - COURT	375.00

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5'	7757	2/21/2023		JUSTICE - CRIME I CHECKS - 3	INFORMATION	BUREAU	21.0	00
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						Grand Total	192,801.8	1

2/15/2023	10:02 AM	Reprint	t Check Register - Quick Report -	ALL	Page: ACCT	4
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Po	osted From:	2/21/2023	From Account:			
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Total Ex	xpenditure from	Fund # 001 -	General Fund		54,449.31	L
Total Ex	xpenditure from	Fund # 002 -	Water Fund		43,001.63	3
Total Ex	xpenditure from	Fund # 003 -	Sanitary Sewer Fund		87,535.78	3
Total Ex	xpenditure from	Fund # 007 -	Storm Water Fund		257.7	4
Total Ex	xpenditure from	Fund # 008 -	TID #1 Fund		7,154.97	7
Total Ex	xpenditure from	Fund # 009 -	TID #2 Fund		402.3	8
			Total Expenditure from all	Funds	192,801.81	



# MEETING MINUTES – VILLAGE BOARD (Regular)

## Date/Time: Tuesday February 7th 2023 (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 6:03pm. Rich Heidel, David Dillenburg, Vanya Koepke and Tammy Zittlow were present. Tim Carpenter participated via telephone.

 Certification of the open meeting law agenda requirements and approval of the agenda – Village Administrator Aaron Kramer asked that the closed session be amended to include a personnel matter. ACTION: To certify the open meeting law agenda requirements and approval of the agenda, including a personnel matter in closed session MOTION: Dillenburg SECOND: Koepke VOTE: 5-0
 Pledge of Allegiance - Those present recited the Pledge of Allegiance.

## **4. PUBLIC HEARINGS**

A. PUBLIC HEARING - To Consider the Rezoning of Parcel HB-1491-F-45 (4567 Wedgestone Court) from ER: Estate Residential District to R-2: Residential District - The existing parcel is approximately 4.360 acres and complies with all zoning requirements for lot area, lot width, and setbacks for the proposed zoning district. Heidel opened the public hearing at 6:06 PM. Todd Gerbers (Director of Planning and Code Compliance) presented an overview of the proposal. No one from the public spoke. Heidel closed the public hearing at 6:08 PM.

**B.** ACTION on aforesaid agenda item – Ordinance 2023-01 (AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) – ACTION: To approve Ordinance 2023-01 MOTION: Dillenburg SECOND: Zittlow VOTE: 5-0

**C. PUBLIC HEARING – To Consider Modifications/Amendments to the Zoning Ordinance, Chapter 295, 295-187, Conditional Uses, R-2-R -** Village Staff has recently received an inquiry from property owner relating to the construction of a wildlife pond on properties currently zoned R-2-R: Residential District. Chapter 295, section 295-187, Conditional Uses, R-2-R, of the Village Zoning Code does not list artificial lakes or ponds as permitted or conditional uses. To stay consistent with the other residential zoning districts (R-1, R-2, ER), Village Staff is proposing a modification to the Village Zoning Code to allow artificial lakes and ponds as conditional uses in the R-2-R: Residential zoning district. Heidel opened the public hearing at 6:09 PM. Todd Gerbers (Director of Planning and Code Compliance) presented an overview of the proposal. No one from the public spoke. Heidel closed the public hearing at 6:10 PM.

D. ACTION on aforesaid agenda item – Ordinance 2023-02 (AN ORDINANCE TO AMEND A SECTION OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN, SPECIFICALLY SECTION 295-187 (CONDITIONAL USES) OF ARTICLE XVII (R-2-R RURAL RESIDENTIAL DISTRICT) OF CHAPTER 295 (ZONING) - ACTION: To approve Ordinance 2023-02 MOTION: Dillenburg SECOND: Koepke VOTE: 5-0

**E. PUBLIC HEARING - To Consider a Conditional Use Permit, Wildlife Pond, HB-3331 & HB-3332 (640 & 650 Trout Creek Road)** - The current property owner, Chad Roffers, is proposing to construct wildlife pond of approximately 0.48 acre (20,760 square feet) in the common side yards of these parcels located at 640 and 650 Trout Creek Rd. (HB-3331, & HB-3332). In the R-2-R zoning district, a pond is listed as a Conditional Use. The owners have submitted information as required in Zoning Ordinance Article XXIX Man-Made Bodies of Water. Staff has reviewed the information submitted and has identified the information demonstrates compliance with the ordinance requirements. This CUP is conditional on the previous ordinance being adopted. Heidel opened the public hearing at 6:12 PM. Todd Gerbers (Director of Planning and Code Compliance) presented an overview of the proposal. Ruth Clark (630 Trout Creek Road) expressed her concerns over the flow of high water and drainage issues. Heidel closed the public hearing at 6:16 PM. **F. ACTION on aforesaid agenda item -** ACTION: To approve the Conditional Use Permit with the following limitation - wildlife pond shall be constructed and maintained as described in the CUP application, staff report and supporting materials submitted to Village Staff, Village Planning & Zoning Commission, and Village Board) - and conditions: 1. No change in ground elevations in the area adjoining the wildlife pond that would adversely impact area surface water drainage conditions to adjoining properties or village right-of-way shall be taken; 2. The Conditional Use Permit may be brought back to the Village Board for reconsiderations and revocation if the activities of the operation results in repeated violations or complaints of Village, County, State or Federal regulations, rules or laws. MOTION: Dillenburg SECOND: Heidel VOTE: 5-0

**G. PUBLIC HEARING – To Consider a Conditional Use Permit, HB-1395-1 (3849 West Mason Street), Mini Storage Warehousing** - Jesse Hall and Al Dorn are proposing a plan for additional development on the 6.959 acre parcel located at 3849 W. Mason St. (HB-1395-1). The proposed development calls for the existing commercial building to remain with the construction of six new mini storage warehouse buildings containing a total of approximately 135 individual units. Access to the new development will utilize the existing ingress/egress to the site from W. Mason St. Village Zoning Code requires that mini storage warehouse facilities are a conditional use in the I-1: Limited Industrial District. Therefore, the applicants are requesting the review of a Conditional Use Permit. Heidel opened the public hearing at 6:19 PM. Todd Gerbers (Director of Planning and Code Compliance) presented an overview of the proposal. No one from the public spoke. Heidel closed the public hearing at 6:21 PM.

**H. ACTION on aforesaid agenda item** – ACTION: To approve the Conditional Use Permit with the following conditions: 1. This development shall be used exclusively for mini storage warehousing (except for the existing commercial building fronting W. Mason St.); 2. There shall be no exterior storage associated with the mini storage warehouse buildings; 3. The individual units of the mini storage warehouse buildings shall not be allowed to contain water supply or sanitary sewer service; 4. The individual units of the mini storage warehouse buildings shall be limited to convenience electrical facilities only (lights and convenience receptacles); 5. Vehicular access point(s) to mini storage warehouse buildings shall be no parking allowed to restrict access during non-operation hours upon readiness of the first unit's occupancy/tenancy; 6. There shall be no parking allowed in the drive lanes around mini storage warehouse buildings that restricts emergency vehicle access; 7. All partially dismantled, non-operating, wrecked, junked, or discarded vehicles or machinery, or vehicle which is not licensed, has an invalid license or does not possess a current license, that is associated with the operation of the commercial building fronting W. Mason St., shall be store indoors, removed from the property, or screened from view from the public roadway and adjoining easterly property by a barrier compliant with Village Codes when not actively being serviced as part of the normal operations of such business enterprise. Such barrier shall be installed prior to occupancy of first mini-storage building; 8. Compliance with Village Site Review Committee conditions of approval; 9. The Conditional Use Permit may be brought back to the Village Board for reconsiderations and revocation if the activities of the operation results in repeated violations or complaints of Village, County, State or Federal regulations, rules or laws. MOTION: Koepke SECOND: Zittlow VOTE: 5-0

5. CONSENT AGENDA - A. Payment of Invoices; B. VILLAGE BOARD: Minutes of January 17th 2023 (Regular); C. SITE REVIEW COMMITTEE: Minutes of September 21st 2022 (Page 55); D. POLICE COMMISSION: Minutes of November 15th, November 16th and November 27th 2022 (Page 56) ACTION: To approve the Consent Agenda MOTION: Carpenter SECOND: Dillenburg VOTE: 5-0 ACTION: To approve the Consent Agenda MOTION: Dillenburg SECOND: Carpenter VOTE: 5-0

# 6. ITEMS REMOVED FROM CONSENT AGENDA - None

# 7. CITIZENS' COMMENTS, RESOLUTIONS AND PRESENTATIONS

Leroy Schlorf Jr. (1416 Riverdale Drive) expressed his concerns over the Village's road maintenance and future budgets.

A. DISCUSSION AND ACTION – Resolution 2023-02 (A RESOLUTION REDUCING THE NUMBER OF ELECTION INSPECTORS REQUIRED AT A POLLING PLACE) - The clerk staff has noticed a lack of voter turnout in primary elections leading to the Spring Election each year. The 2021 Spring Primary yielded 7% voter turnout and 2022 Spring Primary yielded a 10% voter turnout of all registered voters. Staff is recommending lowering the required number of workers to simplify the scheduling process for the lower turnout events. During larger elections, Clerk staff will evaluate and increase the number of Election Inspectors scheduled accordingly to meet voter demand. ACTION: To approve Resolution 2023-02 MOTION: Dillenburg SECOND: Koepke VOTE: 5-0

**<u>8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS</u> – Administrator Kramer outlined the timetable for the fire station and Volante Subdivision bonding. He also said the swearing in of the new Police Captain will likely take place in March.** 

**A. PRESENTATION – Fire Station Financing Plan -** Kramer presented the proposed financing plan for the new fire station, to be constructed later this year. No action was taken. ACTION: To suspend the rules MOTION: Heidel SECOND: Koepke VOTE: 5-0. Kramer answered questions from the public on the proposed financing plan. ACTION: To return to regular order MOTION: Heidel SECOND: Koepke VOTE: 5-0. Kramer knows VOTE: 5-0

# VILLAGE BOARD MINUTES – FEBRUARY 7<sup>TH</sup> 2023 - Page 2 of 4

**B.** INFORMATION – Fire Department ISO Public Protection Classification (PPC) Survey Results – Fire Chief Jerry Lancelle answered questions about the results. No action was taken.

C. INFORMATION – December 2022 Hobart-Lawrence Police Department Municipality Summary Report – No action was taken.

## 9. COMMITTEE REPORTS AND ACTIONS

A. INFORMATIONAL - Request for a 58,090 sf., warehouse addition and associated site improvements (Integrity Warehousing, 3794 Packerland Dr., HB-950 & HB-950-4) (Site Review Committee) - This property was first developed in 2020 to include a new 125,000 square foot warehouse facility and the site improvements consisting of the main access driveway from Packerland Dr. and a secondary access from Camber Ct. In 2021, a 55,000 square foot addition was constructed and the property owner/developer is now proposing a 58,090 square foot addition to this same building. No action was taken.

**B. INFORMATIONAL - Request for new wall signage (3828 Packerland Dr., HB-950-7; Wall Sign, Bayland Concrete Shop) (Site Review Committee) -** Bayland Concrete Shop, located at 3828 Packerland Dr. is currently under construction and is submitting for review and action of the proposed wall signs. During the original site review back in September 2022, signage was not finalized and therefore not submitted at that time. The developer has since finalized the signage and is requesting review of the proposed wall signage. The request before the Committee at this time would be for a sign logo and non-lit plastic formed letters of a total of 55 square feet on the east elevation (facing Packerland Dr.). This proposed sign is code compliant and will be nonilluminated. Per ordinance, 10% of the wall surface of each building elevation can be covered by signage and since the wall area where the sign is to be located is 8,260 square feet, the proposed wall sign would be in compliance with the Village Sign Code. No action was taken.

## 10. OLD BUSINESS - None

## **11. NEW BUSINESS**

A. DISCUSSION AND ACTION – Policy 2023-01 (ASSIGNMENT OF CURRENT AND FUTURE BUDGET SURPLUSES AND CERTAIN UNDESIGNATED RESERVE FUNDS TO THE DEBT SERVICE OF THE 2023 FIRE STATION PROJECT) - The purpose of this policy is to provide guidelines and planning for the payment of future debt payments servicing the 2023 Fire Station project, by utilizing current and former budget surpluses and current undesignated reserves. ACTION: To approve Policy 2023-01 MOTION: Heidel SECOND: Koepke VOTE: 5-0

B. DISCUSSION AND ACTION – Ordinance 2023-03 (AN ORDINANCE TO AMEND A SECTION OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN, SPECIFICALLY SECTION 1 (MAXIMUM PERMISSIBLE SPEEDS ON AREA ROADS) OF ARTICLE I (SPEED ZONES) OF CHAPTER 264 (VEHICLES AND TRAFFIC) - The purpose of this Ordinance is to lower the speed limit on a portion of Trout Creek Road, from Riverdale Drive (CTY Road J) west to North Overland Road, from the current 45 miles per hour to 35 miles per hour. ACTION: To schedule a second and final reading of the Ordinance at the February 21<sup>st</sup> Board meeting MOTION: Heidel SECOND: Dillenburg VOTE: 5-0

**C. DISCUSSION AND ACTION – 2023 Sewer Rates -** Using the Village's Sewer Rate formula, the sewer rate for 2023 is proposed to be set at \$8.14 per 1,000 gallons, a \$0.07 decrease over the current rate (1 percent). Staff is recommending a slight modification in the rate formula (Policy 2023-01). ACTION: To schedule a public hearing on the proposed rate decrease for the March 7<sup>th</sup> Board meeting MOTION: Heidel SECOND: Koepke VOTE: 5-0

D. DISCUSSION AND ACTION – Policy 2023-02 (LOCAL ANNUAL ADJUSTMENT POLICY FOR THE HOBART SANITARY SEWER UTILITY) - The purpose of this policy is to amend the previous policy establishing the customer rates for the Hobart Sanitary Sewer Utility to insure the financial solvency of the utility and provide for adequate liquidity and cash reserves to mee the day-to-day operations and long-term needs of the utility. The Village's auditors and financial consultants have strongly encouraged the establishment of this policy to ensure financial solvency of the Village sewer utility. ACTION: To approve Policy 2023-02 MOTION: Dillenburg SECOND: Carpenter VOTE: 5-0

E. DISCUSSION AND ACTION – Amended Memorandum of Understanding (City of Green Bay, Green Bay Water Utility, Villages of Hobart and Pulaski) - Minor changes have been made to the original document, necessitating it being brought back to the Board for action. ACTION: To approve the Amended Memorandum of Understanding MOTION: Heidel SECOND: Zittlow VOTE: 5-0

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

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ACTION: To take a 10-minute recess prior to closed session (7:38 PM) MOTION: Heidel SECOND: Koepke VOTE: 5-0. At this time, Carpenter left the meeting.

**G. ADJOURN to CLOSED SESSION (7:48 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; 2) 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 3) Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation MOTION: Heidel SECOND: Zittlow VOTE: 4-0

## H. CONVENE into open session (8:54 PM) - MOTION: Heidel SECOND: Zittlow VOTE: 4-0

**I. ACTION from closed session -** ACTION: To approve the hiring of Blane Shepherd for a position with the Public Works Department MOTION: Heidel SECOND: Dillenburg VOTE: 4-0 ACTION: To approve an extension of the Option to Purchase with Bay Ridge Capital Investments LLC, with the Option, if not exercised, expiring on December 31st 2023, of the following Village-owned property: HB-3260 (2 acres) (582 Larsen Orchard Parkway) and the eastern one acre of HB-3259 (556 Larsen Orchard Parkway) MOTION: Dillenburg SECOND: Zittlow VOTE: 4-0

#### 12. ADJOURN (8:55 PM) - MOTION: Dillenburg SECOND: Zittlow VOTE: 4-0

Submitted by Aaron Kramer, Village Administrator



# Village of Hobart Public Works & Utilities Advisory Committee Minutes Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI Monday, January 9, 2023 – 5:00 pm

# 1. Call to Order, Roll Call:

The meeting was called to order by Dave Dillenburg at 5:01 pm. Roll call: Dave Dillenburg, aye; Vanya Koepke, excused; Dave Baranczyk, aye; Dan Deruyter, aye; Don Dohlstrom, aye; Richard Happel, absent; David Smith, aye; Kevin Gannon, aye.

# 2. Certification of the Open Meeting Law Agenda & Approval of the Agenda:

Motion by Don Dahlstrom, seconded by Dave Baranczyk to approve the agenda as presented. All in favor. Motion carried.

# 3. Approval of Minutes:

Motion by Dave Baranczyk, seconded by Kevin Gannon to approve the November 14, 2022 minutes as presented. All in favor. Motion carried.

4. Public Comment on Non-Agenda Items: None

# 5. Petition to reduce the speed limit on Trout Creek Road:

Public Works Director, Jerry Lancelle presented the petition signed by residents to lower the speed limit on Trout Creek Road from 45 mph to 35 mph. Motion by Don Dahlstrom, seconded by Dave Smith to accept the petition. All in favor. Motion carried.

# 6. UPDATE – Director and Activity Reports

Public Works Director, Jerry Lancelle, gave updates to the committee on various ongoing projects and current operations within the Public Works.

# 7. Adjourn:

Motion by Dave Baranczyk, seconded by Don Dahlstrom, to adjourn. All in favor. Motion carried. Meeting adjourned at 5:35 pm.

# **RESOLUTION 2023-04**

# INITIAL RESOLUTION AUTHORIZING \$3,500,000 GENERAL OBLIGATION BONDS FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICT NO. 2

BE IT RESOLVED by the Village Board of the Village of Hobart, Brown County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$3,500,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the Village's Tax Incremental District No. 2.

Adopted, approved and recorded February 22, 2023.

Richard R. Heidel President

ATTEST:

Katrina Bruecker Village Clerk-Treasurer

(SEAL)

# **RESOLUTION 2023-05**

# RESOLUTION PROVIDING FOR THE SALE OF \$3,500,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2023A

WHEREAS, the Village of Hobart, Brown County, Wisconsin (the "Village") has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of \$3,500,000 general obligation bonds for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the Village's Tax Incremental District No. 2 (the "Project"); and

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.

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

<u>Section 1. Issuance of the Bonds</u>. The bonds authorized by the Initial Resolution shall be designated "General Obligation Community Development Bonds, Series 2023A" (the "Bonds") and the Village shall issue Bonds in an amount not to exceed \$3,500,000.

<u>Section 2. Sale of the Bonds.</u> The Village Board hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Bonds 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 Bonds 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.

## <u>PAGE 15</u>

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 with the proceeds of the Bonds in an amount not to exceed \$3,500,000 prior to the issuance of the Bonds.

Adopted, approved and recorded February 22, 2023.

Richard R. Heidel President

ATTEST:

Katrina Bruecker Village Clerk-Treasurer

(SEAL)

# **RESOLUTION 2023-06**

# INITIAL RESOLUTION AUTHORIZING \$4,900,000 GENERAL OBLIGATION BONDS FOR FIRE STATION PROJECTS

BE IT RESOLVED by the Village Board of the Village of Hobart, Brown County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$4,900,000 for the public purpose of paying the cost of constructing engine houses.

Adopted, approved and recorded February 22, 2023.

Richard R. Heidel President

ATTEST:

Katrina Bruecker Village Clerk-Treasurer

(SEAL)

# **RESOLUTION 2023-07**

# RESOLUTION PROVIDING FOR THE SALE OF \$4,900,000 GENERAL OBLIGATION FIRE STATION BONDS, SERIES 2023B

WHEREAS, the Village of Hobart, Brown County, Wisconsin (the "Village") has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of \$4,900,000 general obligation bonds for the public purpose of paying the cost of constructing engine houses (the "Project"); and

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.

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

<u>Section 1. Issuance of the Bonds</u>. The bonds authorized by the Initial Resolution shall be designated "General Obligation Fire Station Bonds, Series 2023B" (the "Bonds") and the Village shall issue Bonds in an amount not to exceed \$4,900,000.

<u>Section 2. Sale of the Bonds.</u> The Village Board hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Bonds 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 Bonds 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.

## <u>PAGE 18</u>

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 with the proceeds of the Bonds in an amount not to exceed \$4,900,000 prior to the issuance of the Bonds.

Adopted, approved and recorded February 22, 2023.

Richard R. Heidel President

ATTEST:

Katrina Bruecker Village Clerk-Treasurer

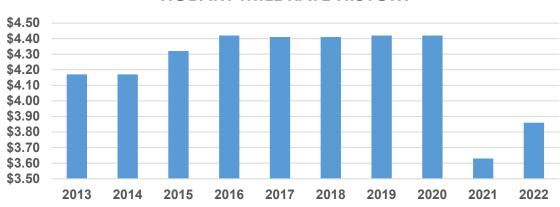
(SEAL)



TO:Village BoardFROM:Aaron Kramer, Village AdministratorRE:Mill Rate ComparisonDATE:February 22<sup>nd</sup> 2023

#### VILLAGE MILL RATE

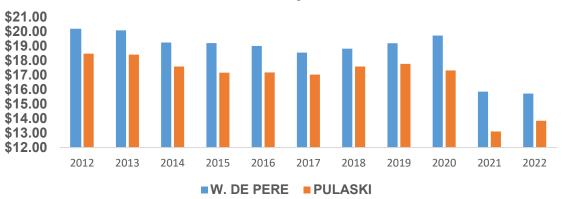
With the final number calculated for the 2022 tax bills, the Village's mill rate increased to \$3.86 (with an equalization ratio of 0.9462), a increase from the \$3.63 per \$1,000 mill rate last year.



# HOBART MILL RATE HISTORY

#### MILL RATE BY SCHOOL DISTRICT

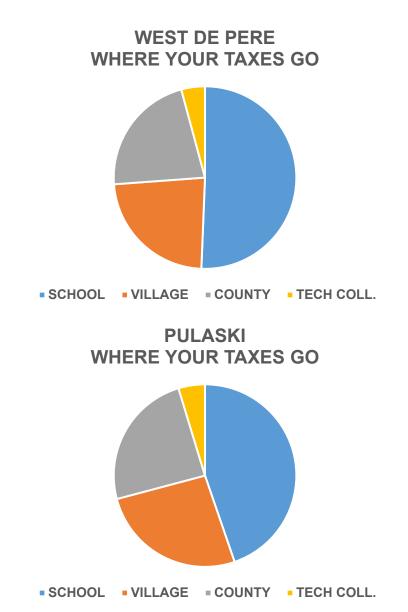
Hobart has two distinct overall mill rates – one for the residents in the Pulaski School District, one for the residents in the West De Pere School District. Historically, the mill rate for the West De Pere School District has been the higher of the two in Hobart. Both areas of the Village saw a decrease in their overall mill rates, with both decreases being attributable to the revaluation. The West De Pere mill rate declined 19.69 percent; the Pulaski area 24.32 percent.



# **Overall Mill Rates by School District**

## MILL RATE BY GOVERNMENTAL UNIT

Each mill rate, whether in the West De Pere or Pulaski districts, is comprised of several taxing authorities: (1) the Village of Hobart, (2) the individual school districts, (3) Brown County, (4) NWTC (tech college), and (5) the State of Wisconsin. In addition, a state credit is applied to each gross tax rate, which reduces the overall rate applied to the tax bills. Currently, the Village's portion of the net tax rate comprises slightly less than one-quarter of the overall net tax rate.



#### West De Pere School District

	2018	2019	2020	2021	2022
School Tax	\$10.13 (50.1%)	\$10.41 (50.7%)	\$10.96 (52.1%)	\$8.80 (52.1%)	\$8.44 (50.7%)
Village Tax	\$4.41 (21.8%)	\$4.42 (21.5%)	\$4.42 (21.0%)	3.63 (21.5%)	3.86 (23.2%)
County Tax	\$4.80 (23.8%)	\$4.76 (23.2%)	\$4.74 (22.5%)	3.71 (23.3%)	3.66 (22.0%)
Tech College	\$0.87 (4.3%)	\$0.88 (4.3 %)	\$0.90 (4.3%)	0.71 (4.2%)	0.70 (4.2%)
<b>GROSS TAX</b>	\$20.21	\$20.52	\$21.02	\$16.86	\$16.66
(State Credit)	(\$1.38)	(\$1.31)	(\$1.27)	(\$1.00)	(\$0.93)
NET TAX	\$18.83	\$19.21	\$19.74	\$15.86	\$15.73

# Pulaski School District

	2018	2019	2020	2021	2022
School Tax	\$8.90 (46.9%)	\$9.18 (48.1%)	\$8.68 (46.7%)	\$6.10 (43.2%)	\$6.61 (44.7%)
Village Tax	\$4.41 (23.2%)	\$4.42 (23.2%)	\$4.42 (23.8%)	3.63 (25.7%)	3.86 (26.1%)
County Tax	\$4.80 (25.3%)	\$4.61 (24.1%)	\$4.60 (24.7%)	3.67 (26.0%)	3.61 (24.4%)
Tech College	\$0.87 (4.6%)	\$0.88 (4.6%)	\$0.90 (4.8%)	0.71 (5.0%)	0.70 (4.7%)
<b>GROSS TAX</b>	\$18.98	\$19.09	\$18.60	\$14.11	\$14.79
(State Credit)	(\$1.38)	(\$1.31)	(\$1.27)	(\$1.00)	(\$0.93)
NET TAX	\$17.60	\$17.78	\$17.33	\$13.11	\$13.85

NOTE: Percentage is that of the overall gross tax rate. The total may not add up to 100 percent due to rounding.

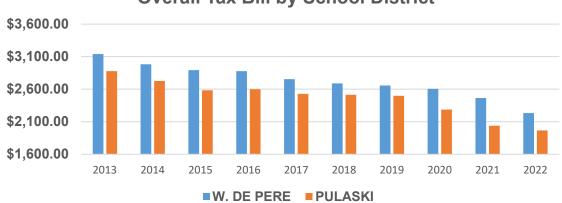
#### COMPARISON TO NEIGHBORING COMMUNITIES

Hobart's mill rate has consistently remained below the average mill rate for the nine (9) Villages in Brown County. It is 31 percent below the countywide average mill rate (\$5.36), and is the third-lowest mill rate among the villages.

VILLAGE	2015	2016	2017	2018	2019	2020	2021	2022
HOBART	\$4.32 (7)	\$4.42 (7)	\$4.41 (7)	\$4.41 (7)	\$4.42 (7)	\$4.42 (7)	\$3.63 (8)	\$3.86 (7)
Allouez	\$7.22 (3)	\$7.22 (3)	\$7.21 (3)	\$7.21 (3)	\$7.36 (3)	\$7.55 (3)	\$6.13 (3)	\$6.43 (3)
Ashwaubenon	\$5.43 (4)	\$6.12 (4)	\$6.12 (4)	\$5.62 (4)	\$5.68 (4)	\$5.79 (4)	\$5.42 (4)	\$5.76 (4)
Bellevue	\$2.79 (9)	\$2.77 (9)	\$2.86 (9)	\$2.93 (9)	\$3.04 (9)	\$2.73 (9)	\$2.94 (9)	\$3.03 (9)
Denmark	\$5.09 (5)	\$4.67 (5)	\$5.00 (5)	\$5.25 (5)	\$5.26 (5)	\$5.25 (5)	\$4.63 (5)	\$5.26 (5)
Howard	\$3.72 (8)	\$3.73 (8)	\$3.92 (8)	\$3.92 (8)	\$3.84 (8)	\$3.93 (8)	\$3.98 (6)	\$3.52 (8)
Pulaski	\$8.73 (1)	\$8.60 (1)	\$8.37 (1)	\$8.81 (1)	\$9.34 (1)	\$8.62 (2)	\$8.73 (2)	\$9.23 (1)
Suamico	\$4.39 (6)	\$4.48 (6)	\$4.58 (6)	\$4.61 (6)	\$4.71 (6)	\$3.73 (6)	\$3.78 (7)	\$3.88 (6)
Wrightstown	\$7.45 (2)	\$7.91 (2)	\$7.87 (2)	\$8.63 (2)	\$9.04 (2)	\$9.04 (1)	\$9.04 (1)	\$9.04 (2)
AVERAGE	\$5.46	\$5.55	\$5.59	\$5.71	\$5.85	\$5.67	\$5.36	\$5.56

## TOTAL TAX BILL

The owner of a \$150,000 home (equalized valuation) paid \$1,966 in Hobart (Pulaski School District) for the 2022 tax bills (compared to \$2,038 for the 2021 tax bills), and \$2,232 for a similar home in the West De Pere school district portion of Hobart (compared to \$2,464 for the 2021 tax bills). Please note that these overall tax bills do not include special charges (garbage, storm water, etc.)



**Overall Tax Bill by School District** 

NOTE: Based on a \$150,000 home (Source: Brown Country Treasurer's Office)

# PORT & RESOURCE RECOVERY DEPARTMENT Brown County

2561 SOUTH BROADWAY GREEN BAY, WI 54304 PHONE: (920) 492-4950 | FAX: (920) 492-4957

DEAN R. HAEN DIRECTOR

February 7, 2023

Aaron Kramer Village of Hobart 2990 S. Pine Tree Road Hobart, WI 54155

Dear Mr. Kramer;

During 2022, the Brown County Recycling Transfer Station received and transferred 34,860 tons of mixed paper and recyclable containers to the Brown-Outagamie-Winnebago (BOW) Materials Recycling Facility. The 2022 Material Composition Report for your municipality is included with this letter and is based on the composition of this material after sorting. The report includes all materials whether you were a single or dual stream recycling community in 2022. All material was transferred to the Outagamie County (Tri-County) Material Recovery Facility #1148.

In 2022, Brown County provided recycling outreach and education efforts which included new releases, printed ads and publications, waste audits, community presentations, social media posts and web site information on behalf of our partner communities. *This information is for your use in preparing annual reports for the Wisconsin DNR.* 

Please be sure to forward this report to the individual in charge of Responsible Unit reporting.

If you have any questions regarding your totals or other issues, please feel free to contact me at (920) 492-4965.

Sincerely,

Mark A. Walter Business Development Manager

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PORT & RESOURCE RECOVERY DEPARTMENT



2561 SOUTH BROADWAY GREEN BAY, WI 54304 PHONE: (920) 492-4950 FAX: (920) 492-4957

DEAN R. HAEN DIRECTOR

# 2022 Brown County Recycling Composition Report

Municipality:

Village of Hobart

Materials Recycled

	Tons
Aluminum Containers	11.79
Steel & Bimetal Containers	17.10
Glass Containers	176.34
Plastic Containers*	38.63
Total Containers	243.86

Cardboard (OCC)	177.81
Mixed Paper**	290.67
Total Paper	468.49

All Material Recycled 712.35

\* Plastic includes all plastic bottles, tubs, and containers

Foam PS packaging was not collected (waiver)

\*\*Mixed Paper includes Newsprint as of February 2018

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# HOBART-LAWRENCE POLICE DEPARTMENT

# 2022 ANNUAL REPORT

COMMITMENT - INTEGRITY - DIGNITY - COMPASSION

# Mission

By consistent commitment to excellence, we respect and protect the rights of all people, and through innovative partnerships, with our stakeholders, we reduce crime and the fear of crime within our communities.

Values

# **TABLE OF CONTENTS**

# CHIEF'S WELCOME

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# HLPD DEPARTMENT



DIGNITY

COMMITMENT

**INTEGRITY** 

COMPASSION

PAGE 26

Message From the Chief

On behalf of the dedicated members of the Hobart-Lawrence Police Department, I am pleased to have the opportunity to present our first ever Annual Report. This offers a look not only at the statistics that tell our story of community safety, but at the faces behind the badges that make up our dedicated team. I hope this report will inform you how we worked in 2022 to keep our communities safe while enhancing the quality of life for our residents and visitors.

Recently, I was privileged to be sworn in as the Chief of Police. By accepting this honor, I hope to bring changes which focus on community-oriented policing that provide the best possible law enforcement services while continuing to improve relationships within our communities.

We are excited for 2023, and will bring new efforts to connect with our communities, as well as seek opportunities to use new technology to improve public safety.

The Hobart-Lawrence Police Department is made up of talented and creative officers. I am proud to lead the team, but recognize that it is their collective efforts that allow our communities to be great places to live and work. Without them we would not be able to achieve and meet our organization's goals and objectives.

I would also like to recognize Chief Randy Bani for his dedicated service. He faithfully served the citizens of Hobart and Lawrence for 20 years. We all wish him well in his much deserved retirement.

Finally, I wish to thank the citizens of Hobart and Lawrence for the opportunity to serve. Again, I hope this report gives you some insights into how we worked to keep you and your family safe.

Michael Renkas

Michael Renkas Chief of Police



<u>PAGE 27</u>

# Organizational Structure



An organizational structure defines how activities such as task allocation, coordination and supervision are directed toward the achievement of organizational aims.

In 2022, the Hobart-Lawrence Police Department had an authorized staffing level of 14 fulltime police officers, one part time training coordinator, and one part time administrative assistant.

Under the overall direction of the chief of police, the police department is divided into three functional sections; patrol, investigative, and support services. Both patrol and the investigative sections were commanded by the police captain.

The patrol division is responsible for delivering front line police services 24 hours a day, seven days a week, and represent the highest visible, unformed police presence in the community. The uniformed police officers provide preventive patrol, respond to calls for service, perform crime prevention activities, complete criminal and traffic accident investigations, and conduct traffic enforcement.

The Investigative services section provides specialized investigative and administrative support to the organization. It is comprised of one investigator and a school resource officer. The investigator performs complex criminal investigations and is responsible for our property and evidence - responsible for collection, processing, storage, and disposal of recovered property and evidence. The school resource officer provides a highly visible presence in Hemlock Creek Elementary School for the purpose of preventing crime and serving as a role model for children.

The support services section is comprised of a parttime training coordinator and part-time administrative assistant. Part of the administrative assistants duties include the responsibility for processing all reports generated by the department, responding to public records request, and providing walk-in and non-emergency telephone service. The training coordinator is responsible for entering training hours into ACADIS, which is a comprehensive public safety training solution utilized by the Wisconsin Training and Standards Bureau to ensure accurate, complete and accessible lifelong employment and training records for officers. The training coordinator is also responsible for developing the training calendar for the organization as well as lesson plans.

> *The 2022 Hobart-Lawrence Police Department was staffed by.*

> > Chief of Police: Randy Bani

Captain: Michael Renkas

#### Patrol:

- Two (2) Patrol Sergeants
- Eight (8) Patrol Officers
- One (1) K9
- Investigative & Support Services:
- One (1) Investigator
- One (1) School Resource Ofc.
- One (1) PT Assistant/ Records
- One (1) PT Training Ofc.

# Department Overview



The Hobart-Lawrence Police Department is provides full-time municipal law enforcement services that are staffed 24/7/365. Our motto is Connecting and Serving Our Communities. We serve both the Village of Hobart and the Town of Lawrence. Combined, these municipalities have a population of 17,210 as of January 2022. The combined jurisdiction of the police department spans nearly 50 square miles.

The primary function of the organization is to provide quality police services to the citizens and visitors of both communities. This includes responding to various calls for service and conducting proactive law enforcement activities. In 2022, the department handled 9,607 calls for service, which averages to approximately 26 incidents per day.

As stated, and shown above, our agency is authorized 14 full-time, sworn officer positions. Per capita (sworn full-time officers) our agency has .81 per 1000 population. A study was conducted utilizing available 2020 data, which looked at police agencies that had a population of 15,000 to 26,000. The average officers per capita was 1.68. Although there is no official benchmark for determining the optimum number of officers needed to provide exceptional police services - we sought out another avenue to identify per officer workload and compared to these agencies through objective measures. We found that our measurable workload was 31.42, which was the fourth highest of the agencies surveyed - the average was 20.45.

We have a vehicle fleet of 10 vehicles. The patrol vehicles average about 30,000 to 35,000 miles per year.

FLEET Patrol Section

FOUR MARKED PATROL SQUADS / ONE DEDICATED K9 SQUAD / ONE SUPERVISOR SQUAD

# **Investigative Section**

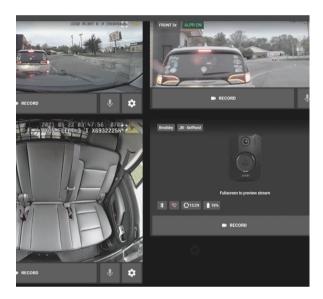
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ONE INVESTIGATOR SEDAN / ONE MARKED SRO SQUAD

**Administrative Section** 

ONE CHIEF SEDAN / ONE CAPTAIN SUV

# 22 Goals & Objectives



**Goal 1:** Install Axon Fleet 3 in-car cameras into all Marked Patrol Squads, K9 Squad, Supervisor Squad, and School Resource Officer Squad. This camera system integrates with our body cameras - allowing seamless syncing of videos taken with both cameras. In addition, these cameras will activate using automatic triggers, such as removing a handgun from its holster or activating a Taser. The in-car cameras have integrated ALPR functions. Finally, videos are stored in a cloud, providing a more efficient means of satisfying criminal discovery requests.

# "A GOOD SYSTEM SHORTENS THE ROAD TO THE GOAL"

**Goal 1 Outcome:** The installation of incar Axon Fleet 3 was completed in 2022. This goal provides a number of operational benefits to the organization, including increased efficiency for our officers, supervisors, and evidence personnel. The expansion of our recording capabilities underscores our commitment to transparency and commitment to excellence in public service.



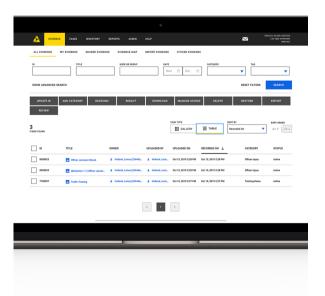
# **22** Goals & Objectives



**Goal 2:** Implement cost saving procedures through a semi-paperless system in the Records Section. Digital storage is completed quickly, and retrieval only involves a simple search. This will result in reduction in employee work hours spent on menial tasks. Paperless data also represents more security in our department as well. By doing so in our shared space with other Village staff, there is less ability for others to see sensitive information. Data is also able to be restricted based on user permissions.

# "THE ONLY WAY TO ACHIEVE THE IMPOSSIBLE IS TO BELIEVE IT IS POSSIBLE"

Goal 2 Outcome: This goal was actualized to a high degree in 2022 - It is estimated that we have reduced paper usage by approximately 75%. Some processes include electronically transferring criminal referrals to the District Attorney's Office. There are no printing or filing citations, accidents, or incidents reports - retaining electronic format only. Forms have been digitalized and are no longer handwritten. Other documents provided are scanned and retained electronically. As a result processes have been substantially streamlined, saving the agency countless hours of staff time in satisfying our public records obligations.



# 22 Goals & Objectives



**Goal 3:** Supervision - Proper Span of Control and Division of Labor

# "GOOD ORDER IS THE FOUNDATION OF ALL THINGS"

**Goal 3 Outcome:** This goal was actualized during 2022. It began with hiring the first ever Hobart-Lawrence Captain. After that process concluded the organization conducted a search for a Sergeant, which is a first-line supervisor for the agency. This additional position ensured a day shift sergeant and a night shift sergeant that are able to effectively monitor and evaluate the officers as well as be a resource allocator for patrol during times of high call volume or high-risk incidents.



# New Staff & Promotions



As we seek to enhance our organization to improve the quality of police service we provide, one of the most exciting ways is by hiring and developing talented, dedicated officers. In 2022, we were authorized to make additions to the organization in our leadership. We were authorized the ability to add a captain and a sergeant position. In 2022, we welcomed Michael Renkas as the new Captain and ultimately Chief of Police (starting in 2023); we internally promoted Randy Radloff to sergeant; and as a result of that process we welcomed Mark Stary as our newest patrol officer.

Captain Renkas came to us from Grand Chute, where he served as a Lieutenant. Ofc. Stary came to us from the Manitowoc County Jail, where he served as a Sergeant in the Jail.

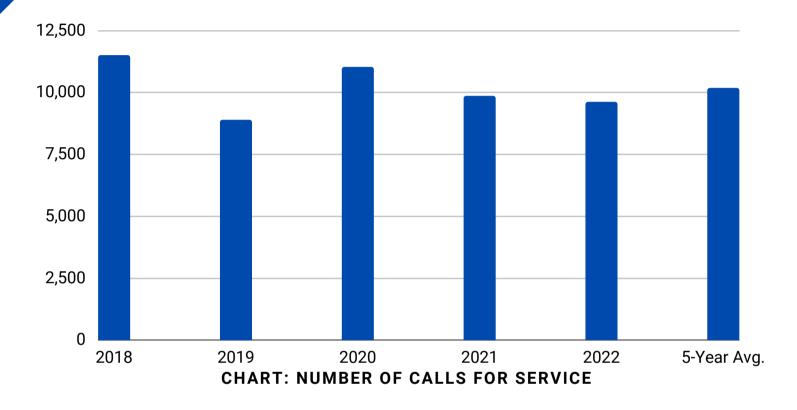
# **Officer of the Year**



# "EXCELLENCE IS NOT A SKILL, IT'S AN ATTITUDE."

Officer Kola was honored at the 2022 Green Bay Preble Optimist Respect for Law Banquet. Officer Kola is a 16-year law enforcement veteran, working at Hobart-Lawrence for the past ten years. Officer Kola has been a constant professional, helping move our organization forward in numerous ways. PAGE 34

# Police Operations



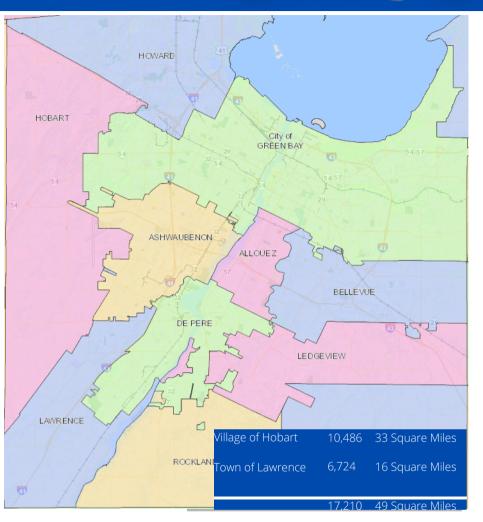
To ensure the department has the proper resources necessary for the delivery of high quality police services to the residents of Hobart and Lawrence, we carefully analyze a variety of workload factors for planning purposes. This includes tracking the total number of police incidents handled over the course of a year.

Calls for service can be initiated by an officer by a variety of means to include, but not limited to, officer observed, being dispatch 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.

These calls encompass a wide variety of police functions to include, but not limited to, response to crimes in progress, traffic accident investigations, domestic disturbances, security checks, alarms, and other officer-initiated activity.

In 2022, HLPD responded to 9607 calls for service, a 2% decrease from 2021.







The village and town share in the operational cost of the department. Combining our police services is more efficient and cost-effective, and is the way of the future - something we have done from the onset. This is a responsible model that works well for both communities.

Driving forces for consolidation are the following:

- Economies of Scale
- Duplication of Efforts or Services
- Effectiveness
- Efficiency
- Accountability
- Harmony
- Unified Command Structure

# 2022 Call for Service Type & Location

- Accident
  - Hobart =154
  - Lawrence = 192
- Auto Theft
  - Hobart = 7
  - Lawrence = 10
- Burglary
  - Hobart = 13
  - Lawrence = 7
- Disturbance
  - Hobart = 83
  - Lawrence = 30
- Fraud / Theft
  - Hobart = 65
  - Lawrence = 41

7,500



# **Police Operations - Continued**

Additionally, since certain police incidents have a greater impact on our resources than others, we also extract specific data from the total number of incidents handled by the department for the purpose of tracking change on an annual basis. The following chart depicts those workload factors.

	2021	2022	% Change
Traffic Accidents	268	270	1%
Warrant Arrests	29	28	-3%
Adult Criminal Arrests	204	301	<b>48%</b>
Juvenile Criminal Referrals	2	4	<b>100</b> %
Municipal Ordinance Violations	156	97	- <b>38%</b>
Traffic Citations	1459	1488	<b>2%</b>
Citizen Contact / Warnings	962	941	- <b>2%</b>
Parking Citations	196	146	- <b>26%</b>
Emergency Mental Health Detentions	12	13	<b>8%</b>
Emergency Alcohol Detentions	0	1	<b>100%</b>
Animal Bites	15	9	- <b>40%</b>
Citizen Request For Service	962	941	-2%
Officer Initiated	6146	6118	0%
Total # of Incidents	9848	9607	- <b>2%</b>



## National Incident Based Reporting System (NIBRS)

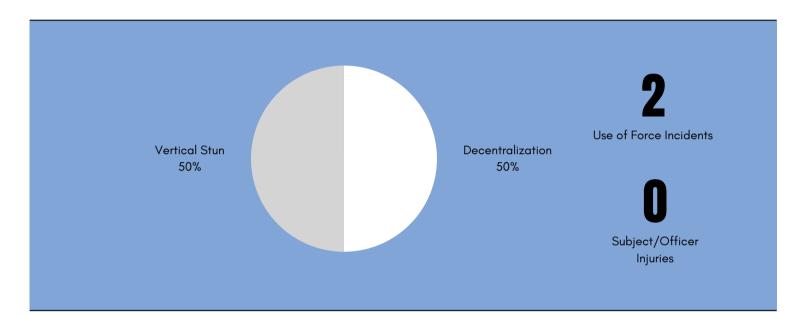
The FBI tracks national crime trends as part of the Uniform Crime Reporting system, or UCR, using the National Incident Based Reporting system, or NIBRS. NIBRS became the sole method used by the FBI for tracking crime data on January 01, 2021. The vision for NIBRS is to become the law enforcement community's standard for quantifying crime, which will help law enforcement and communities around the country use resources more strategically and effectively. As of June 2022- 66% of the U.S. Law Enforcement Agencies are reporting. In Wisconsin, 93% of law enforcement agencies are reporting. The Hobart-Lawrence Police Department has been reporting to NIBRS for over five years.

The chart below reveals Hobart-Lawrence NIBRS data for 2017 to 2021.

	2017	2018	2019	2020	2021
Homicide	0	0	0	0	0
Rape	2	4	2	2	3
Robbery	1	1	0	0	0
<b>Aggravated Assault</b>	4	2	6	7	0
Simple Assault	3	10	18	15	6
Burglary	7	31	8	63	80
Larceny Theft	43	36	35	41	39
<b>Motor Vehicle Theft</b>	3	2	1	1	3
Arson	0	1	0	0	0
Human Trafficking	0	0	0	0	0

# **Use of Force**

Hobart-Lawrence Police Department policy requires officers to document the use of force on every occasion that a control alternative or greater (excluding escort holds) is used, and each use of force is reviewed by supervisory staff to ensure the officers actions were within policy and procedure. This accountability measure was new to HLPD in 2022 - therefore there is no data for comparison with other years. This measure was enacted to ensure transparency with the community, identify trends, and/or training opportunities for the organization.



As noted previously, officers of the Hobart-Lawrence Police Department handled 9607 calls for service in 2022. Of this total, 2 incidents resulted in a use of force. The frequency of the use of force in 2022 was .02%.

An analysis identified that 100% of the use of force incidents occurred when an arrest was made in connection with the incident.

Of the 301 criminal arrests effected by the Hobart-Lawrence Police Department officers in 2022, two of the arrests involved the use of force. The frequency of the use of force during an arrest in 2022 was .66%.

Both use of force incidents were found to be reasonable and necessary to accomplish a legitimate law enforcement objective.



**0\_020/0** of police contacts resulted in a use of force in 2022.

# Community Outreach

"Everyone has a stake in the story of policing"

While considerable attention is focused on crime and the impact it has on our community, not all our efforts are directed at criminal investigations and traffic enforcement. We also participate in many community activities designed to strengthen citizen involvement in crime prevention and enhance our relationship with our community partners.

# YEAR IN REVIEW

- Birthday party surprise to show children our squad and equipment
- Participated in the CP Telethon answering phones for donation collection
- K9 demonstrations for numerous clubs and organizations in the area
- 1st Annual Hobart Fire Rescue and Police Golf Outing
- Attended the Exceptional Equestrians Community Event
- Attended the Lawrence Food Truck Rally
- Numerous officers participated in the Lawrence Blood Drive
- Dunk Tank at the Emerald Bay Retirement Community & Memory Care Community Event
- Attended the Hobart Summer Celebration Food Truck Rally
- Coordinated and Attended Neighborhood Watch Group Events
- Assisted with Hemlock Creek Elementary Fun Run
- Coordinated Drug Take Back Events
- Stuff the Squad Event with Oneida Police Department
- Shop with a Cop









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# CONCLUSION



# CHIEF BANI ENJOY YOUR RETIREMENT

#### WE LOOK FORWARD TO SERVING YOU IN 2023 AND BEYOND!

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.

Hobart-Lawrence Police Department Annual Report

# Monthly Report January 2023

Prepared For VILLAGE OF HOBART TOWN OF LAWRENCE

# Introduction

February 1st, 2023

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

RE: Monthly Report - January 2023

Dear Members:

Please find the attached monthly report for January 2023. The report is a new template we are utilizing to transition away from the former version. The goal of this communication is to inform the boards of our activity and provide some additional context into the "numbers" of what our officers and staff are doing monthly.

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

Sincerely,

Michael Renkas Chief of Police

Hobart-Lawrence Police Department Monthly Report - January 2023

#### <u>PAGE 43</u>

## MONTHLY REPORT

## JANUARY 2023 - SNAPSHOT



	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
Total # of Incidents	1131	790	43%	1131	790	43%
Requests for Service	252	280	-10%	252	280	-10%
Officer Initiated	879	510	72%	879	510	72%
Citizen Contacts/ Warnings	61	73	-16%	61	73	-16%
Traffic Citations	123	90	37%	123	90	37%
Speeding	21	28	-25%	21	28	-25%
OWI	3	2	50%	3	2	50%
Ordinance Summons	5	5	0%	5	5	0%
Parking Tickets	36	7	414%	36	7	414%
Warrant Pick Ups	2	2	0%	2	2	0%
Accidents	24	27	-11%	24	27	-11%
	This Month	This Month Last Year	% Change	Year to Date	Last Year to Date	% Change
District Attorney Referrals/ In-Custody	10	10	0%	10	10	0%
Juvenile Criminal Referrals	0	0	0%	0	0	0%
Emergency Detentions	1	1	0%	1	1	0%
Alcohol Holds	0	0	0%	0	0	0%
Animal Bite	0	0	0%	0	0	0%

### **Spillman Technologies**

Month-by-month Comparison for 2022 .. 2023

# HOBART

Call Type	<u>Year</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	Jul	Aug	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	Dec	<u>Total</u>	<u>% Change</u>
911 ASSIST CALL	2022	12												12	-
	2023	14		1.28 K.	86 W 10 K						Nill Miles	24.4.9.2	1941 J. H.	14	16.7%
911 HANG UP	2023	6			lan di Secolari	95 (4) 97 (3)				in car 2012	2007.00 79 - 79 - 79 - 79 - 79 - 79 - 79 - 79 -	1997 (S. 1997) 1997 (S. 1997) 1997 (S. 1997)			-64,7%
ABANDONED VEHICLE	2022	2	NATUS SALAN	2008579K0447	2000.953436(4)2	369,654,992	19992920909212		9987-96-96-969997 F	2982198423-02		0099900900	Somerence.	2	1000104044144414491619
	2023	0												0	-100.0%
ACCIDENT/CAEL	2022	8										14.6		8	
ACCIDENT WITH INJURY	2023 s 2022	-12 0												<u>, 12</u>	-50,0%
ACCIDENT WITH INJUNI	2022	2							:					2	N/A
ALARM CALL	2022	7		12 M										7,	
	2023	<u>, 14</u>			0134										<b>42.9%</b>
ANIMAL CALL	2022 2023	4												4	- 75.0%
ASSIST MOTORIST	2023	27										1913/1611		27.2	73.076
	2023	19		16.25						2 (în :				-19	29.6%
ASSIST OTHER LEO AGENCY	2022	7												7	-
	2023	10	STADIN'S	No. CONTRACTOR	2014-1200-04	ALASTINASA		SATERNAL ST.	ALL STATES	STATE OF STATE	and the second second			10	42.9%
AUTOTHEFT	2022 2023	्र न्यू 		1997 (B) 1996 (B)										1	0.0%
BUILDING SECURITY	2022	15	987199997	204 204 20	<b>V</b> UINIULAN	300000000000		-04180529210937	ALE CONTRACTOR	San San Sa	SCHERE WHILE		994385499	15	-
	2023	70												70	366.7%
BURGLARY IN PROGRESS	2022	i (V) I									100			1	A STATE OF A
CIVIL MATTER	2023	0 2	199 - 1 - 199 - 19			1. 11 S. 11				RANDAR			203.00	2 2	-100,0%
CIVIL MATTER	2022	2												0	-100.0%
Call Type	Year	<u>Jan</u>	<u>Feb</u>	Mar	Apr	May	Jun	Jul	Aug	<u>Sep</u>	Oct	Nov	Dec	Total	<u>% Change</u>
CIMIL PROCESS	2022	$\sim 0$												<u> </u>	And a second sec
	2023			<u>18</u> 19											N/A
CRIME PREVENTION	2022	161 264												161 264	- 64.0%
DAMAGE TO	2022	1	2. j. j.	57.4-M				12205			A	255	-116-A.S	<u>3</u>	
PROPERTY/CRIMINAL	2023	2	1											2	-33.3%
DISTURBANCE	2022	5												5	-
	2023	5	NAVELEVENS				22001020200	antisettina.	- NATURAL DE LA COMPANY	394141000051149	(MARCH SALAR)		and and a second second	5	0.0%
FIRE ALARM	2022	212 SA		4	14 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -				2. (1) X. (1)	10 · 4	1			5	-40.0%
FRAUD CALL	2022	1		10200000000		() 	1987,682,949							1	-
	2023	4												4	300.0%
HARASSMENTCOMPLAINT	2022								1.3-4-1 1					-2	
HAZARD CALL	2023	11					States a		6.105					6*	200.0%
	2022	5		<u> </u>				l						11 5	-54.5%
JUVENILE CADL	2022						34° %							$\langle 1 \rangle$	
Carl Store Barriel Barriel	2023	0												0,	-100.0%
LOST AND FOUND CALL	2022	0				-	<b> </b>	ļ					····	0	н
MEDICAL CALL LAW	2023		MAR												N/A
	2023	0												. 0 .	
MEDICAL/LIFT ASSIST CALL	2022	0							Strate and	arr (Far F)(())				0	-
	2023	1	ANICIATION		C STRINGER Low	Station and a second		- M.M. 199	2 3236766394693	1 2240545144	a Macanatan	2. Jan II. Januaria	n Missennuez	1	N/A
MISSING PERSON	2022							1.04						1	
NOISE COMPLAINT	2025	3	199391169							6 2005.2006 				3	- 0.0%
	2023	4						<u> </u>	1		<u> </u>			4	33.3%
ONLY IF NO OTHER INCIDENT	. 2022	4												4.	
TYPE	2023		i.											8	100.0%

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HOBART

#### **Spillman Technologies**

Month-by-month Comparison for 2022 .. 2023

<u>Call Type</u>	Year	<u>Jan</u>	Feb	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	Aug	Sep	Oct	<u>Nov</u>	Dec	<u>Total</u>	% Change
PARKING VIOLATION	2022	8												8	-
	2023	34												34	325.0%
PRE-ALERT MEDICAL	2022	54	1400		5.15	ing .	1		174					54	
	2023	58												58	7.4%
RECKLESS DRIVING	2022	6												6	-
COMPLAINT	2023	9	_					_						9	50.0%
RESCUE ALS CALL	2022	7			Sales a			14-14	1.	A desire	Sale and	Marine La		7	-
	2023	5						States.						5	-28.6%
SEX OFFENSES	2022	3												3	-
	2023	4												4	33.3%
STRUCTURE FIRE	2022	1							Sale Co					1	- 44
	2023	1				No. of Street	THE AREA							1	0.0%
SUSPICIOUS PERSON	2022	2												2	-
,	2023	3												3	50.0%
SUSPICIOUS SITUATIONS	2022	5												5	-
	2023	6												6	20.0%
SUSPICIOUS VEHICLE	2022	6												6	-
	2023	8												8	33.3%
TEST CALL	2022	3	Astro-											3	
	2023	0												0	-100.0%
THEFT CALL	2022	3												3	-
	2023	1												1	-66.7%
TRAFFIC STOP	2022	76	- lest	TANK .						Testal.		and the	SAC	76	
	2023	67												67	-11.8%
TRESPASS CALL	2022	1												1	-
	2023	1												1	0.0%
Traffic Complaint	2022	25			40.7		1000				1.200			25	-
	2023	56				NU-D	-	1.1						56	124.0%
VEHICLE FIRE	2022	0												0	-
	2023	1												1	N/A

Call Type	<u>Year</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	Aug	<u>Sep</u>	<u>Oct</u>	Nov	Dec	<u>Total</u>	% Change
WARRANT PICKUP/SERVICE	2022	1	Colorine Inte		No.	S. Will		States -		Carlos Carlos			- And	1	<u>-</u>
	2023	2	9 1	an al									and a l	2	100.0%
WELFARE CHECK	2022	7												7	-
	2023	11												11	57.1%
WIRE DOWN CALL	2022	0						N. CONTRACT						0	- week
	2023	1	No.			Second Second						0.12.1	1	1	N/A
Monthly Totals:		1227												1227	

January 2022 **509** January 2023 **718** 0 250 500 750

# POLICE DEPT. MISCONSTI

## **COMMITMENT \* INTEGRITY \* DIGNITY \* COMPASSION**

# Spillman Technologies Month-by-month Comparison for 2022 .. 2023

# LAWRENCE

Call Type	Year	<u>Jan</u>	Feb	Mar	Apr	May	<u>Jun</u>	<u>Jul</u>	Aug	<u>Sep</u>	<u>Oet</u>	Nov	Dec	Total	% Change
911 ASSIST CALL	2022	10												10	-
	2023	4	ļ											4	-60.0%
911 HANG UP	2022-	3						10 X 1	3. A.	er an de se				-3	
	2023		8 ( S. 1								1.1.1			8	166.7%
ACCIDENT CALL	2022	20											-	20	-
	2023	16	20 a. J. 2 a.	194223405	112516-01	2007 Hereitage	ekz statulst	¥1.32-18	S. S	<b>新新新教</b>	1. A.			16	-20.0%
ACCIDENT WITH INJURY	2022	的人民的最优级的	99 <u>8</u> 999 1997					4-1995 (1997)		846.45M	1999 (A. 1999 (A. 1999)	11965 1115-5	1999 - 1997 1997 - 1997	1	0.0%
ALARM CALL	2022	4	10.2000	SCALMENDER	82953246A	and a subsection of the subsec	-16-1992	1000000			343 M 109 M -	计时间和时间		4	-
	2023	6												6	50.0%
ANIMALCALL	©2022	$\mathbb{A}^{2}$		an a					- 35 X				and the second	2	5.00
	2023	\$													≫ 50.0% →
ASSIST MOTORIST	2022	28												28	-
	2023	16	CREAT SHORE	eliya)itaanii	the section with		AN SHARES	93249599	NAMES AND STREET	Sector Sector	and the second second second		1.50103000	16	-42.9%
ASSIST OTHER LEO AGENCY	2022-	2648-0 6268-0			12 (193 70 (194									0	N/A
AUTO THEFT	2025	代(第12)分 1			No. of Concession, Name									1	A NVA
	2022	0			· ·									0	-100.0%
BUILDING SECURITY	2022	18				al tab				1. · 1.		4. 45		18	
	2023	* 64				1.50	8- JE		353.5					64	
BURGLARY OVERWITH	2022	0	· ·											0	-
	2023	1	101000000000000000000000000000000000000	100000000000000000000000000000000000000	And the second second			1 4000 West - 1940	ALCONTRACTOR	Villenad ville 64	AMERICAN	-	0.0000-0012-012	1	N/A
CARBON MONOXIDE FIRE	2022												10.00	1.	-
	2023	0		ALC: NOT	1997 - 19		A. A.	1200	1.000	1. 2.17-2	1000			0	-100.0%
CIVIL PROCESS	2022	0												0	- N/A
<u>Call Type</u>	Year	Jan	Feb	<u>Mar</u>	Apr	I May	l Jun	Jul	Aug	Sep	Oct	I Noy	Dec	Total	
COURT CALL	2022			ALL CONTRACT	ingen State					<u></u>			<u>700</u>	<u>10(11</u>	<u> </u>
	2023		1000 C	102-14 <sup>2</sup>		246-24 246-24 24	4 19 - 4 - 1		0170		1. 19 27	70.54 × 3		- <u>1</u> -	N/A
CRIME PREVENTION	2022	89			A DEPARTURE			- ALE CONTRACTOR			1000	- Augusta - Augusta		89	-
	2023	128									·			128	43.8%
DAMAGE TO	2022	2				100								2	4.4
PROPERTY/CRIMINAL	2023	0				744.30		2.22		1.10	10.5K		1000	. 10	-100.0%
DISTURBANCE	2022	1							ļ					1	-
<u>Transformation of the second states and the second states and the second states and the second states and the second states are second states and the second states are second states</u>	2023	7	SPARENCE .	4001522-0000	STATE CONTRACTOR	an a	505604104086		1.1903641627		130216025086		1000000000	7	600.9%
FIRE/AL/ARM	2022 2023	20000000000			i al mai	100		24.52		1000		Nº AND	4.4	1	-100.0%
FRAUD CALL	2023	1		NOT THE			1000			460566	SWAMM	1.11.11.2		1	
FRAUD CALL	2023	3							<u> </u>	1				3	200.0%
HARASSMENICOMPLAINT	2022	<b>(</b> - 0									1.	12014		×-0.	
	2023		T	11.23						20	( State			1	*N/A
HAZARD CALL	2022	9												9	-
	2023	3	and chief and chief			1		W SHOULDWIN	a curana ana	a Marineo w Santa	C SAUGULUNA I	- 1000000000000000000000000000000000000	1	3	-66.7%
JUVENILE CALL	2022	0		<u></u>										0	
	2023	- Contraction of the second	2000/00/2010			. And the	X 44 15		and the state						N/A
MEDICAL/LIFT ASSIST CALL	2022	. 4												4	N/A
NOISE.COMPLAINT	2023							2 <b>.</b>						4	IVA
	2023													× 1 .	an executive sector and a sector of the
ONLY IF NO OTHER INCIDENT	2022	2	C STREAM PRODUCED IN	-17.43×04/1488	Canton and American States	1093206993499	e. Mistrandiga	n southers	A UNIVERSITY OF	ar sanan Milandi	2 - 24 De 2016 1992	27 J. TOLED & MARSH	and a state of the	2	44 / 16 / 19 / 19 / 19 / 19 / 19 / 19 / 19
ТУРЕ	2023	2	2					1	1			1	1	2	0.0%
OPEN DOOR CALL	2022	- (				00200		i per	<b>A</b>		112-11	1-10-1		0.4	
	2023													A A A A A A A A A A A A A A A A A A A	ALC: ALCONDUCTION OF A CONTRACT OF A CONTRAC
ORDINANCE VIOLATION	2022	1	1											1	-
	2023	2		S MUSICIA	a alla a an	1. J. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	A2 175-140 (1992)	N. 107.74	AND THE OWNER					2	100.0%
PARKING VIOLATION	2022							( ) }						0	<u> </u>
	2023		<u> </u> *&? ()											9	N/A

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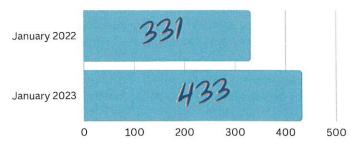
LAWRENCE

#### **Spillman Technologies**

Month-by-month Comparison for 2022 .. 2023

<u>Call Type</u>	Year	Jan	Feb	Mar	Apr	May	<u>Jun</u>	Jul	Aug	Sep	<u>Oct</u>	Nov	Dec	<u>Total</u>	% Change
PRE-ALERT MEDICAL	2022	36												36	-
	2023	26												26	-27.8%
RECKLESS DRIVING	2022	14		112						Sale Sale			No.	14	8024-0059
COMPLAINT	2023	14												14	0.0%
RESCUE ALS CALL	2022	0												0	-
	2023	2												2	N/A
SCAM CALL	2022	1			「用い			N. F. M	No.					1	
	2023	3								S. Martin	AL-21			3	200.0%
SEX OFFENSES	2022	1												1	inter T
	2023	0												0	-100.0%
STRUCTURE FIRE	2022	1												1	1947 <b>-</b> 194
	2023	1		1.4			Sec. 1						Non-	1	0.0%
SUSPICIOUS PERSON	2022	1												1	-
	2023	2												2	100.0%
SUSPICIOUS SITUATIONS	2022	2	Sec.											2	- Sec. 19
	2023	2		行行的				調査の						2	0.0%
SUSPICIOUS VEHICLE	2022	7												7	-
	2023	3												3	-57.1%
THEFT CALL	2022	3								SC.				3	-
	2023	4	19-11		() (). ()		and a						States.	4	33.3%
TRAFFIC STOP	2022	47												47	-
	2023	48												48	2.1%
TRESPASS CALL	2022	1						a shirt a sh						1	- 1
	2023	1										a company		1	0.0%
Traffic Complaint	2022	15												15	-
-	2023	28												28	86.7%
VEHICLE FIRE	2022	2												2	Real - The
	2023	2									1			2	0.0%
VIOLATION OF COURT ORDER	2022	1												1	-
	2023	0												0	-100.0%

Call Type	<u>Year</u>	<u>Jan</u>	Feb	Mar	<u>Apr</u>	May	<u>Jun</u>	<u>Jul</u>	Aug	<u>Sep</u>	<u>Oct</u>	Nov	Dec	<u>Total</u>	% Change
WEAPONS CALL	2022	0						See. See	Carl And			are de	AN AN	0	
	2023	2	St. St.				12.11	State 1	1		1263		States.	2	N/A
WELFARE CHECK	2022	5												5	-
	2023	8												8	60.0%
Monthly Totals:	A STREETS	764	and the		and the			-	- 19	and the	in the		No.1	764	Service and the



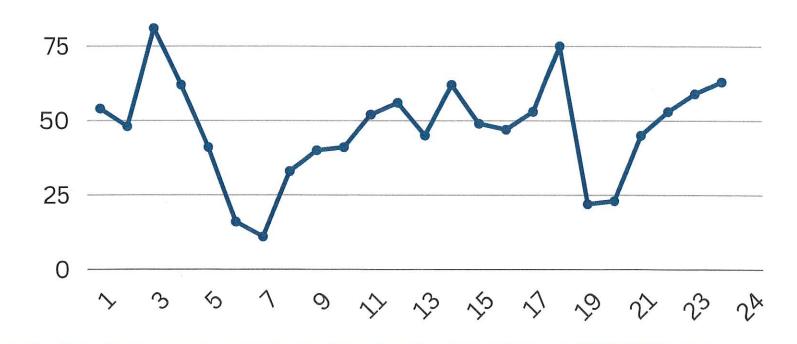
Connecting and Serving Our Communities



# Spillman Technologies CAD Calls by Day and Time

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
00:00-00:59	5	6	7	12	7	6	11	54
01:00-01:59	9	6	6	5	5	8	9	48
02:00-02:59	10	11	15	6	13	7	19	81
03:00-03:59	16	10	8	6	8	6	8	62
04:00-04:59	0	10	6	4	10	3	8	41
05:00-05:59	1	5	2	1	2	3	2	16
06:00-06:59	2	1	2	4	• 0	1	1	11
07:00-07:59	3	5	2	4	4	5	10	33
08:00-08:59	3	9	4	5	3	7	9	40
09:00-09:59	7	9	3	8	2	4	8	41
10:00-10:59	6	7	10	4	7	10	8	52
11:00-11:59	9	15	8	5	3	6	10	56
12:00-12:59	7	1	8	10	2	5	12	45
13:00-13:59	9	14	8	10	7	8	6	62
14:00-14:59	6	4	10	7	6	7	9	49
15:00-15:59	10	6	5	5	3	7	11	47
16:00-16:59	13	5	5	6	9	4	11	53
17:00-17:59	8	10	5	13	7	25	7	75
18:00-18:59	2	3	4	0	4	8	1	22
19:00-19:59	3	3	3	2	3	5	4	23
20:00-20:59	6	3	6	6	5	11	8	45
21:00-21:59	3	6	8	11	5	12	8	53
22:00-22:59	7	12	11	6	1	11	11	59
23:00-23:59	5	7	7	9	17	8	10	63
Total by Day	150	168	153	149	133	177	201	1131

100



## MONTHLY REPORT

## JANUARY 2023 - INVESTIGATIONS



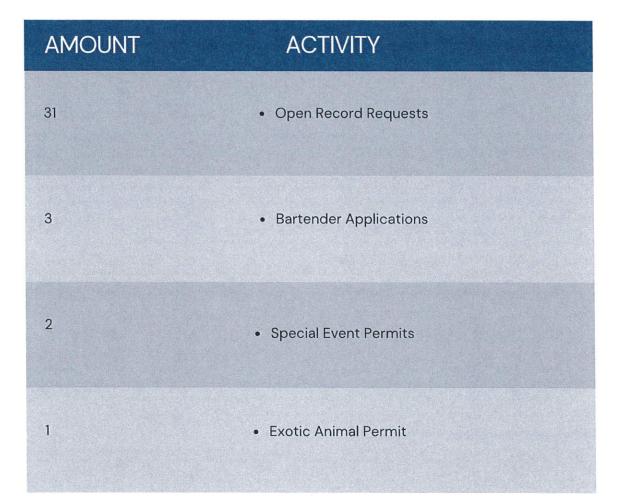
CASE TYPE	DETAILS	OUTCOME
Sexual Assault	N/A (Known Subject No Danger to General Public)	• In-Custody Arrest
Sexual Assault	N/A (Known Subject No Danger to General Public)	• Under Investigation
Burglary	Currency Stolen 23-500085	• No Suspects
(4) Frauds	E-Mail & Phone Scams	• No Suspects
Theft	Catalytic Converter 23-500518	• No Suspects
Theft	Stolen Material From Scrap Dumpster	• Arrest

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## MONTHLY REPORT

## JANUARY 2023 - ADMINISTRATIVE





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## MONTHLY REPORT

### **JANUARY 2023 - TRAINING**



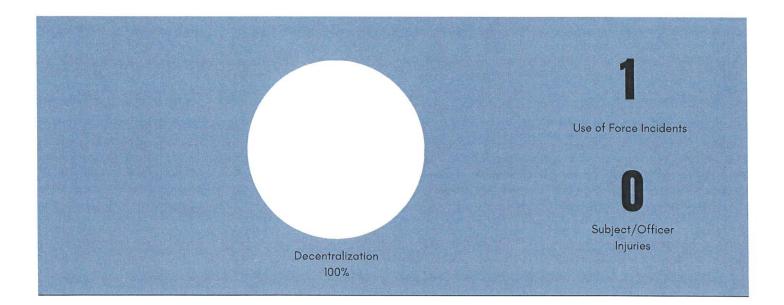
## TRAINING ACTIVITY

- CPR / AED Re-Certification
  - Monthly K9 Training
- Active Threat Training with Hobart & Lawrence Fire Departments
  - New Chief's and Sherriff's Training



## MONTHLY REPORT JANUARY 2023 - USE OF FORCE





In January, a single officer was involved in a use-of-force incident while assisting another agency. The HLPD officer and another officer decentralized a resistive subject while officers were investigating a physical disturbance call.

The incident was reviewed by administrative personnel per our policy and procedures. The use of force was found to be justified and within our policy and procedures.

#### HOBART/LAWRENCE POLICE DEPARTMENT

2990 S. Pine Tree Rd. Hobart, WI 54155 Phone 920-869-3800 Fax: 920-869-2048 Michael Renkas Chief



To: Aaron Kramer – Village Administrator

From: Michael Renkas – Chief of Police

Date: January 10<sup>th</sup>, 2023

#### Re: Petition for Speed Limit Reduction on Trout Creek – Response & Findings

Administrator Kramer,

On December 5th, I was provided a petition from John Bodwin, Kelly Froland, and Knut Froland that was signed by over 60 others referencing reducing the speed limit on Trout Creek Road from 45 mph to 35 mph between Riverdale Road and Overland Road in the Village of Hobart. The residents are concerned that vehicles are driving excessively fast on Trout Creek, which causes a danger to those who wish to bike, walk, and jog along the road.

After receiving this petition and understanding the residents' concerns, I put a speed study into effect for the road segment in question between December 6th and January 1st. The goal of this speed study was to identify the 85th and 50th percentile to get a thorough understanding of current vehicle speeds on the road. I also surveyed the surrounding area roadways and the posted speed limits. I looked for similarities concerning the residential population and the road design. A significant limitation of the study is that it was conducted in the winter when there is very little pedestrian and bicycle traffic that could impact driver behavior.

The results of the study indicated a 49-mph speed as the 85th percentile. The 50th percentile was 43 mph. This means that 85 or 50 percent of the vehicles traveled at or below those speeds. I also observed other roads in the area that were similar. The most notable is N. Overland Road. This roadway, a connector to Trout Creek on the west lateral limit of the petition, has a speed limit of 35 mph.

It is also worth noting that there are limitations to selecting a percentile-based speed limit. For example, based on the collected data, the speed limit is satisfactory at 45 mph. However, one of the main issues that come into play is that people decide how fast to drive based on the road design and cues such as the posted speed limit and other drivers' speeds. A growing body of research indicates that drivers partially base their speed decisions on the posted speed limit, which means that if it is higher, they will drive faster. Conversely, if there is a lower speed limit, it is essential to have similarity in the area to avoid drivers considering changes to be arbitrary and capricious. Thus, reducing the speed limit to 35 mph would be consistent with the surrounding area.

As the weather changes and residents begin walking, jogging, and biking on the roadway, the makeup of the road with the limited space of shoulders is a concern for the current speed limit and makeup of the roadway, which at times could be considered rolling between Blackberry Ridge Court and Hidden Trail.



Also, another concern is the various sections of guardrails. A combination of fast speeds, narrow roadways, and guardrails does not allow for pedestrian and non-motorized traffic to have clear evacuation routes should two vehicles meet while moving through those sections.

Due to all these factors and considerations, I recommend a multi-pronged approach to addressing this issue thoroughly. The first is to reduce the speed limit to 35 mph, as the petition requests. The second is to provide an educational response through the police department. This will be done through the continued placement of our speed board, educational enforcement, and education through our Neighborhood Watch Program partners in the area. Additionally, I recommend that the new speed limit signs have two orange flags attached to help draw attention to the speed limit change.

If there are any questions, please let me know.

Sincerely,

Michael Renkas Chief of Police





#### ORDINANCE 2023-03

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

**Purpose:** The purpose of this Ordinance is to lower the speed limit on a portion of Trout Creek Road, from Riverdale Drive (CTY Road J) west to North Overland Road, from the current 45 miles per hour to 35 miles per hour.

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

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

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

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

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

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

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

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

Four Seasons Drive

(3) Thirty-five miles per hour for all vehicles on the following specified Village roads:

Birch Drive Birch Lane Centennial Centre Boulevard Centerline Drive East Adam Drive Edgar Drive Florist Drive Forest Road Haven Place Hidden Trail Hill Drive North Overland Road from Trout Creek Road to CTY Road VV North Pine Tree Road Shady Drive Scheuring Road Sunlite Drive Trout Creek Road from Riverdale Drive (CTY Road J) west to North Overland Road West Adam Drive (east of South Pine Tree Road)

(4) Forty-five miles per hour for all vehicles on the following specified Village roads:

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

Section 2: Any Ordinance or parts thereof, inconsistent herewith are hereby repealed.

Section 3. This Ordinance shall be effective from and after its passage by the Village Board and publication as required by law.

Passed and approved this 22<sup>nd</sup> day of February, 2023.

Richard Heidel, Village President

Attest:

Aaron Kramer, Village Administrator

\*\*\*

I, Erica Berger, am the Village Clerk-Treasurer of the Village of Hobart, Brown County, Wisconsin. I hereby certify 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 February 22<sup>nd</sup> 2023.

(Seal)

Katrina Bruecker, Village Clerk-Treasurer

#### 3 Year Service Agreement Primadata/Bayside Printing/Village of Hobart

Date: 2-10-2023

#### Project Name: Utility Bills

**Primadata**, **LLC and Bayside Printing**, **LLC** (collectively, "Service Provider") will supply the **Village of Hobart** ("Customer") will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net thirty (30) basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of three (3) years with a one (1) year auto renewal option. Sixty (60) day prior notice is required for forfeiture of one (1) year auto renewal option. If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice detailing such service deficiencies and if Service Provider fails to resolve such deficiencies within sixty (60) days after notice. If Customer terminates the Agreement for reasons other than service deficiencies, the penalty is \$95.00/month for any remaining months left on the Agreement. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered

Service Provider assumes there will be one (1) mail stream, with no splits, multiple mail groups, or stock changes. The quoted statements would be a **quarterly** statement run and is requiring a three (3) year processing commitment between all Parties.

Service Provider will invoice this project on a **quarterly** basis. The full scope of work is laid out below and priced according to the previously received quote from Service Provider. In addition, the attached Implementation Plan (Schedule A) has additional job specs and details.

#### **Scope of Work**

<u>Item</u> Acct #1900	Description
PROCESSING Utility Bills <mark>Quarterly</mark>	SETUP/PRINT/FOLD/INSERT/METER/MAIL Print 1/1 on 24# White 8.5" x 11" with 3.5"perf Insert into #10 Double Window Envelope
Delivery Service	First Class Presort Mail Electronic submission of Paperwork & Deliver to Post Office

Item	Price / Description
Initial One Time Setup	\$1,625.00 (Waived with signed Agreement)
	\$0.218 /each – base on 1,750 records
Statement Page 1	The unit price per record could vary depending on the quantity not dropping
	below 1,250 or exceeding 2,250 records.
Additional Images	\$0.04 Black \$0.08 Color/image – Image is each side of the sheet of paper
Flat	\$0.65/each – Additional cost per piece of 9x12 (includes the cost of envelope)
PDF Images	\$0.02 /image – PDF images supplied back via FTP
Inserting - Service	0.02 /each – based on 1,750 records.
Inserting - Printing	To be quoted at time of production
Postage	Postage as incurred and invoiced separately, requires postage account to be
	setup.

#### **Optional Services**

Messages (On-serts)	\$0.00/each (as long as message fits message area)
No Mails	\$ 0.00 /run
Special Pulls	\$ 0.00 /run

#### Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Any provided stock must be pre-authorized to meet equipment specifications.
- 4) Any developmental program work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services for calculation and lookup tables, custom reports multiple versions, author changes, non-standard data, etc. are charged at \$175.00 per hour.
- 5) Postage prices are subject to change according to USPS.
- 6) In the event that cost of materials increases by at least 6% during the duration of the agreement, Service Provider reserves the right to review pricing and discuss any potential needed price adjustments with Customer.

#### **Production schedules**

Production schedules will be established and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates will be subject to renegotiations. There will be no liability or penalty for delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

#### **Alterations/Corrections**

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

#### **Customer Furnished Materials**

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

#### **Outside Purchases**

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

#### Terms/Claims/Liens

Payment is net thirty (30) calendar days from date of invoice. Claims for defects, damages or shortages must be made by the Customer in writing no later than ten (10) calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has been accepted. Postage invoices will be sent by Service Provider after each mailing. Payment terms for postage invoices is "due on receipt".

#### Personal or Economic Rights

The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Customer will, at the Customer's sole expense, promptly and thoroughly defend the Service Provider in all legal actions on these grounds as long as the Service Provider:

- Promptly notifies the Customer of the legal action.
- Gives the Customer reasonable time to undertake and conduct a defense.

The Service Provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

#### Storage/Warehousing

The Service Provider will retain tangible paper materials until the related end product has been accepted by the Customer. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider's fire and extended insurance coverage. Any unused tangible paper materials will be returned to Customer, at Customer's expense, or destroyed upon termination of the Agreement.

#### **Security**

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. All information will either be returned to Customer or destroyed (not retained) upon completion of the work or, in any event, upon termination of the Agreement.

Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that:

a. Customer is not a party to the Agreement with the third party.

- b. Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c. Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later that the termination of the Agreement for services.

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information to any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed twenty four (24) hours from time of discovery. In addition, Service Provider agrees to observe applicable state and federal law in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

#### <u>Liability</u>

The Service Provider's liability will be limited to the replacement of, and postage for, any errors in printing, storing, sorting and mailing of statements or loss of inserts to the statements. The loss of Private Member Data due to a breach, whether internal or external, can cause severe reputation damage to both the Service Provider and the Customer. Service Provider will maintain Cyber Liability insurance coverage in the amount of at least \$1,000,000 to aid in rectifying and repairing member and Customer confidence. To help limit the effects of a breach, Service Provider will remove all Customer's data from their systems (including backup systems) within one hundred twenty (120) days of mailing of the statements. This includes data files and all files generated for each specific print job. Customer retains the right to audit Service Provider with twenty four (24) hour notice to determine compliance with this provision. Service Provider and Customer agree to notify each other in a timely manner should either become aware of a data breach.

#### Limitation of Liability with Respect to Customer

Notwithstanding any other article herein to the contrary, this Agreement shall not be construed in any way so as to waive the Customer's immunity from liability and/or limitation of damages as set forth within any Federal, State, or local statute, ordinance, rule or regulation including, but not limited to, the limits of liability, and statute of limitations, as set forth within Section 893.80 through 893.82 of the Wisconsin State Statutes.

#### **Indemnification**

The Customer agrees to indemnify and hold harmless Service Provider for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving work produced from data provided by Customer. Service Provider must notify Customer of any such action within five (5) business days of knowledge of such action. Service Provider agrees to indemnify and hold harmless Customer for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving software, processes and machinery used in the production of documents for Customer.

#### **Dispute Resolution**

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal means, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective key personnel for each Party conduct a study of the dispute or claim; (b) a meeting between the Parties, including at least one representative of senior management, is held at a mutually convenient time and place as soon as practicable to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

#### **Recognition B: Parties of Adequacy of Terms of Agreement**

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

#### **Relationship of the Parties**

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

#### Assignment Agreement for Benefit of Parties Only

This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding the above, neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.

#### Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the Attachments) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

#### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of Wisconsin. The jurisdiction and venue for any dispute under this agreement shall be the circuit court for Brown County, State of Wisconsin.

#### **Notices**

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the addresses for the Parties set forth in the first paragraph of this Agreement by hand or by a nationally recognized overnight courier services (costs prepaid).

#### **Counterparts: Electronic Signatures**

This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

<u>PAGE 63</u>

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Village of Hobart	Primadata, LLC			
By:	By:			
Print Name:	Print Name:	Steve Hurning		
Title:	Title:	<u>CFO</u>		
Date:	Date:	<u>2-10-2023</u>		
	Bayside Prin	ting LLC		
	By:			
	Print Name:	Michelle Jossie		
	Title:	<u>OWNER</u>		
	Date:	<u>2-10-2023</u>		



TO:Village Administrator, Village BoardFROM:Jerry Lancelle, Fire ChiefRE:Upgrading Fire Department Mobile RadiosDATE:February 22, 2023

The 2023 capital budget for the Fire Department included \$35,000 in capital funds to begin the process of upgrading the departments 27 mobile radios. The current mobile radios have reached the end of vendor support for repairs, the current radios will continue to work and will be repaired by our vendor until parts are not available. The proposed purchase will allow the department to start replacing radios before they cannot be repaired and avoid a large one time purchase for all radios.

Staff has received the attached quote for the new upgraded version of the department's current radios. Purchasing this model of radio will require no new training or additional costs as many accessories from the current radios will work with the new models.

Staff recommends purchasing the five new radios for \$34,489.77.



DRAFT

Billing Address: HOBART, VILLAGE OF 2990 S. PINE TREE ROAD **HOBART, WI 54155** US

Quote Date:01/10/2023 Expiration Date:01/31/2023 Quote Created By: Jeffrey Frank franksradio@ franksradioservice.com

End Customer: HOBART, VILLAGE OF Troy Wood

Contract: 24752 - WCA

Includes first programming.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	5	\$8,971.00	\$6,548.83	\$32,744.15
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	\$169.56	\$123.78	\$618.90
3	NNTN8575A	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN	2	\$581.04	\$424.16	\$848.32
4	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	3	\$127.12	\$92.80	\$278.40
Grand Total					34.489.	77(USD)

#### \$34,489.77(USD)

#### Notes:

• Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products")). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.