


<p>VILLAGE OF <b>HOBART</b> GREATNESS IS GROWING Village of Hobart Village Office 2990 S. Pine Tree Rd, Hobart, WI <a href="http://www.hobart-wi.org">www.hobart-wi.org</a> - <a href="http://www.buildinhobart.com">www.buildinhobart.com</a></p> 	<p>Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Tuesday June 7<sup>th</sup> 2022 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 3<sup>rd</sup> day of June, 2022 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.</p>
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## MEETING NOTICE – VILLAGE BOARD (Regular)

Date/Time: Tuesday June 7<sup>th</sup> 2022 (6:00 P.M.)

Location: Village Office, 2990 South Pine Tree Road

### ROUTINE ITEMS TO BE ACTED UPON:

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

### 4. PUBLIC HEARINGS

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

A. Payment of Invoices (Page 3); B. VILLAGE BOARD: Minutes of May 17<sup>th</sup> 2022 (Regular) (Page 8)

### 6. ITEMS REMOVED FROM CONSENT AGENDA

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

A. DISCUSSION AND ACTION – Resolution 2022-11 (A RESOLUTION CREATING SPECIAL REVENUE FUND 12 FOR THE PURPOSE OF ACCOUNTING FOR FUNDS, DONATIONS, GRANTS AND MISCELLANEOUS REVENUE RECEIVED AND EXPENDITURES FOR THE HOBART FIRE DEPARTMENT) (Page 13)

B. DISCUSSION AND ACTION – Resolution 2022-12 (A RESOLUTION APPROVING THE COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE YEAR 2021) (Page 14)

C. DISCUSSION AND ACTION – Resolution 2022-13 (A RESOLUTION APPOINTING THE VILLAGE CLERK AS THE AUTHORIZED REPRESENTATIVE FOR THE RECYCLING GRANT APPLICATION) (Page 15)

### 8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

A. INFORMATIONAL – April 2022 Hobart-Lawrence Police Department Report (Page 16)

### 9. COMMITTEE REPORTS AND ACTIONS

### 10. OLD BUSINESS

11. NEW BUSINESS (Including items for future agenda consideration or Committee assignment)

A. DISCUSSION AND ACTION – Fire Station Construction Management

The screening committee will make a recommendation at the meeting on which firm the Village should hire to provide the construction management services for the construction of a new fire station on South Pine Tree Road, commencing in 2023.

B. DISCUSSION AND ACTION – Poll Worker Wages (Page 23)

The recommendation is to increase the election inspector's wages to \$11.00 per hour and chief inspector's wages to \$11.50 per hour, effective August 1, 2022.

C. DISCUSSION AND ACTION – Committee Appointments

Board President Heidel is seeking to appoint Cindy Treleven to the Ethics Committee (to a term expiring May 1<sup>st</sup> 2023) and Tammy Zittlow to the Park and Recreation Commission (to a term expiring May 1<sup>st</sup> 2024).

**D. DISCUSSION AND ACTION – Workhorse Software Additions (Page 28)**

The Village has been using Workhorse Software for the past decade for accounting, utility billing, utility inventory, payroll, and miscellaneous billing services. We have had nothing but a positive experience with them. Fortunately, they are continuously working to improve current systems as well as make new additions to benefit systems already in place. The recently added a Payroll Portal system and have had available a Fixed Asset system that we would like to present to the Board. Staff recommends the purchase price (\$6,500) be funded with American Rescue Plan (ARPA) funds.

**E. DISCUSSION AND ACTION - Professional Services Proposal - 2022 Engineering Support – TDS Implementation (Page 42)**

This proposal will allow the Village to utilize Robert E. Lee & Associates, providing technical support to the Village of Hobart, specifically associated with the oversight of the Village's process related to the implementation and installation of fiber lines throughout the Village by TDS and their assigned contractor.

**F. DISCUSSION AND ACTION – Ordinance 2022-04 (AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, SPECIFICALLY SECTION 5 (EXCESSIVE NOISE PROHIBITED) OF CHAPTER 215 (PARKS AND RECREATION AREAS)) (Page 46)**

The purpose of this Ordinance is to allow for bands or DJs to set up and perform outside in the Village parks with permission of the Police Chief.

**G. DISCUSSION AND ACTION – Employee Assistance Program Contract (Page 47)**

Staff is seeking approval of a contract with Employee Resource Center, Inc. to maintain our comprehensive counseling and consulting programs, known as Employee Assistance Programs. This contract will run through July 1<sup>st</sup> 2025.

**H. DISCUSSION - Items for future agenda consideration or Committee assignment**

**I. 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: TID Projects/Development Agreements
- 2) Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs

**J. CONVENE into open session**

**K. ACTION from closed session**

**12. ADJOURN**

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Aaron Kramer, Village Administrator

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

**UPCOMING BOARD MEETINGS**

Tuesday June 21<sup>st</sup> 2022 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday July 5<sup>th</sup> 2022 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday July 19<sup>th</sup> 2022 (6:00 PM) – Regular Board Meeting at Village Office

NOTE: Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: [www.hobart-wi.org](http://www.hobart-wi.org). Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk-Treasurer's office at 920-869-1011 with as much advanced notice as possible. Notice is hereby given that action by the Board may be considered and taken on any of the items described or listed in this agenda. There may be Board members attending this meeting by telephone if necessary.

6/01/2022 1:27 PM

Reprint Check Register - Quick Report - ALL

Page: 1  
ACCT

## ALL BANK ACCOUNTS

## ALL Checks

Posted From: 6/01/2022 From Account:  
Thru: 6/07/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
56696	6/03/2022	GREAT - WEST PAYROLL 6-3-2022	1,214.89
56697	6/03/2022	WI SUPPORT COLLECTIONS TRUST FUND PAYROLL DEDUCTIONS J. KOLA 6-3-2022	76.18
56698	6/07/2022	A.M. LEONARD INC. VINYL FLAGS FOR MARKING LINES	637.87
56699	6/07/2022	ADVANCE CONSTRUCTION INC. 2022 CENTERLINE UTIL ST CONST 2320-22-03	333,166.71
56700	6/07/2022	ALLIED 100 LLC PM-AED DEFIBRILLATOR - 2	3,110.00
56701	6/07/2022	AMERICAN HERITAGE LIFE INSURANCE COMPANY PAYROLL DEDUCTION INSURANCE PREMIUM	284.32
56702	6/07/2022	AT&T PHONE SERVICE WATER BOOSTER STATION	220.35
56703	6/07/2022	BADGER LABORATORIES & ENGINEERING CO. INC. COLIFORM BACTERIA	176.00
56704	6/07/2022	BADGERLAND BADGE & SIGN CO., INC. MULTIPLE INVOICES	28.80
56705	6/07/2022	BAY EAST ANIMAL HOSPITAL BAX CARPROFEN 75MG 60CT	299.23
56706	6/07/2022	BAYCOM INC PROGRAM 2- PORTABLE RADIOS	200.00
56707	6/07/2022	BAYSIDE PRINTING LLC BUSINESS CARDS K. BRUECKER - 500	55.00
56708	6/07/2022	BELLIN HEALTH FIREFIGHTER EXAMS	1,357.00
56709	6/07/2022	BROADWAY AUTOMOTIVE VIN 67316 - IGN COILS PLUGS TAX REMOVED	1,329.99
56710	6/07/2022	BROWN COUNTY CLERK / TREASURER ELECTION CHARGES FOR APRIL 2022	1,674.58
56711	6/07/2022	BROWN COUNTY PORT & RESOURCE RECOVERY FEBRUARY & MARCH APRIL NVOICES	7,975.87
56712	6/07/2022	CELLCOM GREEN BAY MSA CELLPHONES, DATA LINES ALL DEPARTMENTS	978.83
56713	6/07/2022	CHRIS TREMEL REIMBURSEMENT VEHICLE MAT	50.48
56714	6/07/2022	CLIFTON LARSON ALLEN LLP FINAL BILLING AUDIT 2021	2,625.00

6/01/2022 1:27 PM

Reprint Check Register - Quick Report - ALL

Page: 2  
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Posted From: 6/01/2022 From Account:  
Thru: 6/07/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
56715	6/07/2022	CONWAY SHIELD INC. 4 - LDH HOSE RC40-500-YLW50	14,630.00
56716	6/07/2022	DELTA DENTAL OF WISCONSIN DENTAL / VISION PREMIUMS JUNE 22	2,150.97
56717	6/07/2022	DIVERSIFIED BENEFIT SERVICES INC. MULTIPLE INV APRI FSA AND HRA ADMIN SERV	194.00
56718	6/07/2022	ERC INC MONTHLY SERVICES MAY	247.92
56719	6/07/2022	FAIR MARKET ASSESSMENTS JUNE 2022 ASSESSOR FEE	2,825.00
56720	6/07/2022	FEDEX MULTIPLE INVOICES	96.23
56721	6/07/2022	FERGUSON WATERWORKS MULTIPLE INVOICES	1,649.92
56722	6/07/2022	GAT SUPPLY INC. MULTIPLE INVOICES	2,205.32
56723	6/07/2022	GERALD HEINS REFUND PARK DEPOSIT 5-28-2022	175.00
56724	6/07/2022	GREEN BAY METROPOLITAN SEWERAGE DISTRICT APRIL TREATMENT FEES	80,615.61
56725	6/07/2022	HANAWAY ROSS LAW FIRM MUNICIPAL ATTORNEY FEES	60.47
56726	6/07/2022	HAWKINS INC. CHLORINE	40.00
56727	6/07/2022	HSHS EWD EVIDENCE DRAWS	186.00
56728	6/07/2022	IRON MOUNTAIN SHREDDING	45.58
56729	6/07/2022	KEVIN LORRIGAN LAPTOP BEB61484-4D7B-40CF-DD8966CDEF7C	400.00
56730	6/07/2022	MACQUEEN EMERGENCY COMPRESSOR SRVICING FLOW TESTING SCBAS	2,323.21
56731	6/07/2022	MARCO TECHNOLOGIES LLC ALL PRINTERS CONTRACT	99.93
56732	6/07/2022	MITCHELL SKENANDORE REFUND SECURITY DEPOSIT 5/14/22	175.00
56733	6/07/2022	MOHR'S SERVICE & REPAIR LLC ANNUAL TRUCK SERVICE & INSPECTION 302	3,869.81

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Reprint Check Register - Quick Report - ALL

Page: 3  
ACCT

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Posted From: 6/01/2022 From Account:  
Thru: 6/07/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
56734	6/07/2022	NATALIE WILSON REFUND OVERPAYMENT 1462-05	36.23
56735	6/07/2022	NSIGHT TELSVCES PHONE LINES ALL BUILDINGS	723.31
56736	6/07/2022	NWTC - GREEN BAY CAMPUS D. KOEHNE 20664664 INV#SFT124027	80.00
56737	6/07/2022	RIVER VALLEY INDUSTRIES REFUND OVERPAYMENT ACCT 1871-02	170.30
56738	6/07/2022	SAM'S CLUB / GEMB SUPPLIES	205.52
56739	6/07/2022	STEVE REYNEN REIMBURSEMENT - BOOT EXP.	150.00
56740	6/07/2022	STOPSTICK LTD 1-9' STOP STICK KIT W/TRAY - RED	515.00
56741	6/07/2022	SUBURBAN WILDLIFE SOLUTIONS LLC POND WORK/INSPECTIONS	2,550.00
56742	6/07/2022	TECHNOLOGY ARCHITECTS INC. CAPTAIN'S COMPUTER	2,450.00
56743	6/07/2022	THE UNIFORM SHOPPE MULTIPLE INVOICES UNIFORM EXPENSE	219.75
56744	6/07/2022	TRUCK EQUIPMENT INC MULTIPLE INVOICES/ DEPARTMENT	7,365.00
56745	6/07/2022	UHS PREMIUM BILLING HEALTH PREMIUMS JUNE 2022	34,175.84
56746	6/07/2022	WEYERS EQUIPMENT INC. BLADES FOR ZERO TURN MOWER	141.00
56747	6/01/2022	WILLMAN - DAVIS - ELAINE WILLMAN CONSULTING FEE MAY	1,000.00
JERRY - VISA	6/07/2022	AMAZON - VISA Manual Check OX REGULATOR, IMPACT SOCKET SET	188.85
JERRY - VISA	6/07/2022	SP FIMICIMPLEMENT - VISA Manual Check DITCH MOWER HUB/BEARINGS & SPINDLE	72.92
JERRY - VISA	6/07/2022	KEYMELOCKSMITH - VISA Manual Check KEYS MADE	46.30
JERRY - VISA	6/07/2022	AMAZON - VISA Manual Check TRAFFIC COUNTER SIGNAL BELL HOSE-2	78.56
JERRY - VISA	6/07/2022	MENARDS - VISA Manual Check LED 8-PK LIGHTS	226.60

6/01/2022 1:27 PM

Reprint Check Register - Quick Report - ALL

Page: 4  
ACCT

## ALL BANK ACCOUNTS

## ALL Checks

Posted From: 6/01/2022 From Account:  
Thru: 6/07/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
JERRY - VISA	6/07/2022	MENARDS - VISA	289.85
	Manual Check	SILICONE, TARPS, SILT SOCK	
JERRY - VISA	6/07/2022	FLEET FARM - VISA	38.89
	Manual Check	MAILBOX REPAIR	
JERRY - VISA	6/07/2022	ONSTAR DATA PLAN - VISA	200.00
	Manual Check	DATA PLAN - AT&T	
RANDY - VISA	6/07/2022	PREY, INC - VISA	30.00
	Manual Check	POLICE RECORDS	
RANDY - VISA	6/07/2022	DEPERE - BADGER STORAGE. - VISA	83.00
	Manual Check	STORAGE VEHICLE #202993 APRIL	
Grand Total			518,487.99

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Reprint Check Register - Quick Report - ALL

Page: 5  
ACCT

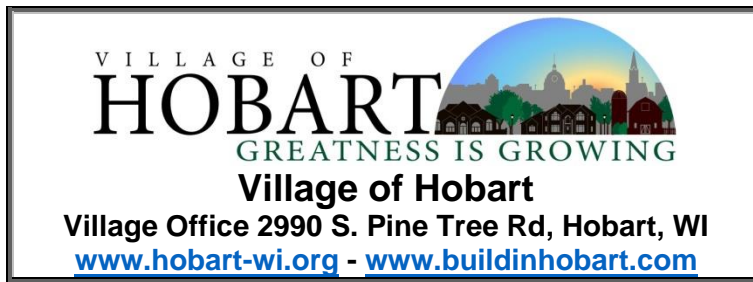
## ALL BANK ACCOUNTS

## ALL Checks

Posted From: 6/01/2022 From Account:  
Thru: 6/07/2022 Thru Account:

## Amount

Total Expenditure from Fund # 001 - General Fund	65,059.71
Total Expenditure from Fund # 002 - Water Fund	2,509.59
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	81,900.11
Total Expenditure from Fund # 004 - Capital Projects Fund	14,630.00
Total Expenditure from Fund # 006 - K-9 Fund	299.23
Total Expenditure from Fund # 007 - Storm Water Fund	8,615.54
Total Expenditure from Fund # 008 - TID #1 Fund	333,691.71
Total Expenditure from Fund # 009 - TID #2 Fund	236.25
Total Expenditure from Fund # 010 - Parks & Recreation	175.00
Total Expenditure from Fund # 011 - ARPA	11,370.85
Total Expenditure from all Funds	518,487.99



**MEETING MINUTES – VILLAGE BOARD (Regular)**

**Date/Time: Tuesday, May 17, 2022 (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 was excused.

**2. Certification of the open meeting law agenda requirements and approval of the agenda:**

Motion by Dave Dillenburg, second by Vanya Koepke, to approve the agenda as presented. The motion passed unanimously.

**3. Pledge of Allegiance:**

Those present recited the Pledge of Allegiance.

**4. PUBLIC HEARINGS:**

**A. To Consider the Rezoning Request for 1260 S. Pine Tree Road (HB-362-5) from A-1: Agricultural District to R-1: Residential District:**

The public hearing was opened at 6:05pm.

The application was introduced by Director of Planning & Code Compliance, Todd Gerbers.

No comment from the public.

The public hearing was closed at 6:07pm.

**B. Ordinance 2022-05 (An Ordinance Amending the Zoning Ordinance of the Municipal Code of the Village of Hobart, Brown County, Wisconsin):**

Motion by Dave Dillenburg, second by Tammy Zittlow, to approve Ordinance 2022-05 (An Ordinance Amending the Zoning Ordinance of the Municipal Code of the Village of Hobart, Brown County, Wisconsin) to amend the zoning of HB-362-5 from A-1: Agricultural District to R-1: Residential District. The motion passed unanimously.

**5. CONSENT AGENDA:**

**A.** Payment of Invoices

**B.** Village Board: Minutes of May 3, 2022

**C.** Public Works and Utilities Advisory Committee: Minutes of March 14, 2022

**D.** Planning & Zoning Commission: Minutes of April 13, 2022

Motion by Rich Heidel, second by Dave Dillenburg, to approve the consent agenda as presented. The motion passed unanimously.

**6. ITEMS REMOVED FROM CONSENT AGENDA:**

None.



**7. CITIZEN COMMENTS, RESOLUTIONS, AND PRESENTATIONS:**

John Mahan – 1035 Butternut Lane – Requesting change of current ordinance prohibiting constricting snakes.  
 BJ – 3118 Pioneer Drive – Requesting a wheelchair accessible porta-potty.

**A. Swearing in of Randy Radloff to the new Sergeant Position for the Hobart-Lawrence Police Department:**

Captain Renkas provided Officer Radloff's background qualifications and presented him to the Village Board. Village Clerk, Erica Berger, swore in Officer Radloff as a Sergeant for the Hobart-Lawrence Police Department.

**B. 2021 Audit Presentation:**

Aaron Kramer (Village Administrator), Elizabeth McMasters (Clifton Larsen Allen), and Brian Ruechel (Hobart Financial Consultant) presented the final 2021 audit.

**C. 2021 Audit Approval:**

Motion by Rich Heidel, second by Vanya Koepke, to approve the 2021 Financial Statements as presented by roll call vote. Dave Dillenburg, aye; Rich Heidel, aye; Vanya Koepke, aye; Tammy Zittlow, aye. The motion passed unanimously.

**8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS:****A. 2022-2023 Liquor Licenses:**

The Village Board was provided a list of applicants for beer, liquor, and cigarette licenses for the 2022-2023 license year. These will be presented to the board for action at the June 21<sup>st</sup> board meeting.

**B. Investment of 2022 General Obligation Proceeds:**

The Village Board was provided an estimate of interest earnings from the recent investment of the 2022 General Obligation proceeds.

**9. COMMITTEE REPORTS AND ACTIONS:****A. Consider Final Plat for North Autumn Joy Subdivision, HB-362-5 (1260 S Pine Tree Road):**

Motion by Dave Dillenburg, second by Rich Heidel, to approve a 7 lot CSM separating HB-362-5 into 6 new single-family lots and 1 new out lot as presented with the following conditions:

1. Payment of the Park Fee of \$1800.00 (\$300.00 per lot, excluding existing developed lot and outlot)

The motion passed unanimously.

**B. Consider Preliminary and Final Plat for South Autumn Joy Subdivision, HB-362 (1244 S Pine Tree Road):**

Motion by Rich Heidel, second by Vanya Koepke, to approve the preliminary and final 7-lot plat for the South Autumn Joy Subdivision (HB-362) as presented with the following conditions:

1. Securing the necessary rezoning of the parcel and newly proposed lots.
2. Payment of the Park Fee of \$1800.00 (\$300.00 per new lot)
3. Any changes or modifications during the drafting and recording of the final plat will be required to come back for review and approval at a later meeting.

The motion passed unanimously.

**C. Consider 4-Lot CSM for HB-314 (522 Orlando Drive):**

Motion by Dave Dillenburg, second by Vanya Koepke, 4-Lot CSM at HB-314 (522 Orlando Drive) as presented with the following conditions:

1. Securing the necessary rezoning of the proposed Lots 1 & 2 of the submitted CSM.
2. Payment of the Park fee of \$900.00 (\$300 per new lot)

3. Approval of a Conditional Use Permit for continuation of religious institution on proposed Lot 1 of submitted CSM.

The motion passed unanimously.

**D. Drainage Concern, Options, and Cost at 1074 Riverdale Drive:**

Motion by Rich Heidel, second by Tammy Zittlow, to approve the expenditure not to exceed \$18,500 to install catch basin and storm lateral at 1074 Riverdale Drive and to award the project to Directional Drilling Services, Inc. The motion passed unanimously.

**E. Drainage Concern, Options, and Cost on Ponce De Leon Blvd:**

Motion by Rich Heidel, second by Vanya Koepke, to suspend the rules and open the meeting to the public at 7:13pm. The motion passed unanimously.

Michelle Rehn – 1782 Berkshire Drive – Disagrees with the determination of the Public Works and Utilities Advisory Committee.

Mark Vandenhouten – 1031 Heyerdahl Heights – Disagrees with the determination of the Public Works and Utilities Advisory Committee.

Motion by Rich Heidel, second by Vanya Koepke, to return the meeting to normal order at 7:55pm. The motion passed unanimously.

Motion by Vanya Koepke to approve the expenditure not to exceed \$10,700 to install a storm sewer piping and catch basin. The motion was not seconded.

Motion by Rich Heidel, second by Vanya Koepke, to postpone the agenda item to the June 21<sup>st</sup> Village Board Agenda at which time the Village Staff will present a recommended plan and plan to implement correction. The motion passed unanimously.

**F. Speed and Traffic Concerns on S Pine Tree Road:**

The Public Works and Utilities Advisory Committee recommends no change to the speed limit at this time following a speed and traffic count study. The Village will continue to monitor the street as further development is implemented in the immediate area.

**G. Converting Old Fire Department Tender into Flatbed Truck for Public Works:**

Motion by Rich Heidel, second by Vanya, to approve the converting of the old fire department tender into a flatbed truck for the public works department with the cost not to exceed \$20,801 for the project to come from the public works equipment capital reserve fund. The motion passed unanimously.

**10. OLD BUSINESS:**

**A. Ordinance 2022-04 (An Ordinance Amending the Zoning Ordinance of The Municipal Code of the Village of Hobart) to amend the Zoning of HB-550-3 (4758 Forest Rd) from A-1: Agricultural District to R-6: Multi-Family Residential District:**

Motion by Rich Heidel, second by Vanya Koepke, to suspend the rules and open the meeting to the public at 8:17pm. The motion passed unanimously.

Jennifer Koss – 4690 Forest Road – Comments on rural versus urban designations and opposition to the rezoning.

Patricia Salo – 4643 Forest Road – Questions on location of right-of-way acquisition in question and on status of traffic count studies.

Rhonda DeRuyter – 1079 Butternut Lane – Comments on traffic concerns from development.

Karl & Barb Schwiesow - 4689 Forest Road – Concerns with proposed development from the rezoning.

John Mahan – 1035 Butternut Lane – Expressed opposition to the multi-family designation.

Motion by Rich Heidel, second by Dave Dillenburg, to return to normal order at 8:51pm. The motion passed unanimously.

Motion by Vanya Koepke, second by Rich Heidel, to deny the rezoning request. The motion passed unanimously.

**B. Ordinance 2022-06 (An Ordinance to Amend the Municipal Code of the Village of Hobart, Specifically Section 5 (Loud and unnecessary Noise Prohibited) of Chapter 221 (Peace and Good Order)):**

Motion by Rich Heidel, second by Dave Dillenburg, to suspend the rules and open the meeting to the public at 9:07pm.

The board recognized the statement that was emailed in by the Hieronimczaks.

Mike Lenarduzzi spoke on behalf of D2's restaurant and the lack of public presence during the planning stages of the restaurant and the measures the developers took to alleviate the negative impacts to the community. He requested the end time on Friday and Saturday to be 11:00pm.

Motion by Rich Heidel, second by Tammy Zittlow, to approve Ordinance 2022-06 (An Ordinance to Amend the Municipal Code of the Village of Hobart, Specifically Section 5 (Loud and unnecessary Noise Prohibited) of Chapter 221 (Peace and Good Order)) with the following modifications:

1. Section 1 (B) ending hours to be as follows: Sunday – Thursday 10:00pm; Friday and Saturday 11:00pm.

The motion passed unanimously.

**C. Ordinance 2022-07 (An Ordinance to Amend the Municipal Code of the Village of Hobart, Specifically Section 10 (Boards, Commissions, and Committees) of Chapter 5 (Administration of Government; Organization of Village)):**

Motion by Dave Dillenburg, second by Vanya Koepke, to approve Ordinance 2022-07 (An Ordinance to Amend the Municipal Code of the Village of Hobart, Specifically Section 10 (Boards, Commissions, and Committees) of Chapter 5 (Administration of Government; Organization of Village)) as presented. The motion passed unanimously.

**11. NEW BUSINESS:**

**A. Establish a Public Hearing to Consider the Rezoning of HB-362 (1244 S Pine Tree Road) from A-1: Agricultural District to R-1: Residential District and R-2-R: Residential District:**

Motion by Rich Heidel, second by Vanya Koepke, to establish a public hearing to consider the rezoning of HB-362 (1244 S Pine Tree Road) from A-1: Agricultural District to R-1: Residential District and R-2-R: Residential District for June 21, 2022 at 6:00pm. The motion passed unanimously.

**B. Establish a Public Hearing to Consider Rezoning HB-314 (522 Orlando Drive) from R-2: Residential to ER: Estate Residential and R-2-R: Residential District:**

Motion by Dave Dillenburg, second by Tammy Zittlow, to establish a public hearing to consider the rezoning of HB-314 (522 Orlando Drive) from R-2: Residential to ER: Estate Residential and R-2-R: Residential District for June 21, 2022 at 6:00pm. The motion passed unanimously.

**C. Establish a Public Hearing to Consider Modifications/Amendments to the Zoning Ordinance, Chapter 295, Section 295-187, Conditional Uses Pertaining to Religious Institutions:**

Motion by Rich Heidel, second by Vanya Koepke, to establish a public hearing to consider modifications/amendments to the zoning ordinance, Chapter 295, Section 295-187, Conditional Uses Pertaining to Religious Institutions for June 21, 2022 at 6:00pm. The motion passed unanimously.

**D. Establish a Public Hearing to Consider a CUP for a Religious Institution Located at HB-314 (522 Orlando Drive):**

Motion by Rich Heidel, second by Tammy Zittlow, to establish a public hearing to consider a CUP for a Religious Institution Located at HB-314 (522 Orlando Drive) for June 21, 2022 at 6:00pm. The motion passed unanimously.

**E. Establish a Public Hearing to Consider a CUP for a Faith-Based Residential Recovery Facility for Substance and Alcohol Abuse Residents located at HB-579-4 and HB-580-6 (1071 Hill Drive):**

Motion by Rich Heidel, second by Dave Dillenburg, to establish a public informational meeting at the June 8<sup>th</sup> Planning & Zoning Commission meeting and establish a public hearing to consider a CUP for a Faith-Based Residential Recovery Facility for Substance and Alcohol Abuse Residents located at HB-579-4 and HB-580-6 (1071 Hill Drive) for June 21, 2022 at 6:00pm. The motion passed unanimously.

**F. Items for future agenda consideration or committee assignment:**

None.

The Board did not adjourn to closed session.

**G. ADJOURN TO CLOSED SESSION:**

- i. 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: TID Projects/Development Agreements
- ii. 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

**H. CONVENE INTO OPEN SESSION:**

N/A

**I. ACTION FROM CLOSED SESSION:**

None.

**12. ADJOURN**

Motion by Rich Heidel, second by Vanya Koepke, to adjourn at 9:26pm. The motion passed unanimously.



## RESOLUTION 2022-11

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### A RESOLUTION CREATING SPECIAL REVENUE FUND 12 FOR THE PURPOSE OF ACCOUNTING FOR FUNDS, DONATIONS, GRANTS AND MISCELLANEOUS REVENUE RECEIVED AND EXPENDITURES FOR THE HOBART FIRE DEPARTMENT

---

#### BY THE VILLAGE BOARD OF THE VILLAGE OF HOBART, WISCONSIN:

**WHEREAS**, the Village of Hobart is planning to construct a new fire station to replace one of its existing fire stations, and will likely construct a second fire station to replace the other existing fire station in the future; and

**WHEREAS**, the Hobart Fire Department periodically receives funds, donations, grants and other miscellaneous revenue for the purpose of providing fire protection for the residents and business of Hobart; and

**WHEREAS**, governmental accounting standards allow a municipality to use a special revenue fund to report the proceeds of special sources that are restricted or committed to expenditures for a specific purpose; and

**WHEREAS**, the Village of Hobart wishes to maintain a special revenue and expenditure fund to receive and account for any funds, donations, grants and miscellaneous revenues and expenditures, related to said revenue, for the Hobart Fire Department;

**THEREFORE, BE IT RESOLVED THAT**, the Hobart Village Board of Trustees approves the creation of a special revenue fund – Fund 12 (FIRE DEPARTMENT). This fund will be used for the accounting and expenditure of donations, grants and miscellaneous revenues and expenditures, related to said revenue, for the Hobart Fire Department. The fund shall not be utilized for the day-to-day operations and expenditures of the Hobart Fire Department as currently accounted for in the Village's General Fund.

Adopted this 7<sup>th</sup> day of June, 2022

\_\_\_\_\_  
Richard Heidel, Village Board President

Attest:

\_\_\_\_\_  
Erica Berger, Village Clerk / Treasurer

\_\_\_\_\_  
Aaron Kramer, Village Administrator



## RESOLUTION 2022-12

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### A RESOLUTION APPROVING THE COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE YEAR 2021

---

**BY THE VILLAGE BOARD OF THE VILLAGE OF HOBART, WISCONSIN:**

**BE IT RESOLVED** by the Village Board of the Village of Hobart, County of Brown, State of Wisconsin, that the Hobart Village Board has reviewed and approved the "Compliance Maintenance Annual Report for 2021", which is specifically referred to as the "CMAR" relative to the Village's sanitary sewer collection system, and

**BE IT FURTHER RESOLVED**, that the Hobart Village Board does hereby approve the transfer of \$12,000 from the Sanitary Sewer-CMAR Sewer Replace Account (003-00-62000-102-000) to the CMAR Fund-State Investment Pool (003-00-11021-000-00).

Adopted this 7<sup>th</sup> day of June, 2022

\_\_\_\_\_  
Richard Heidel, Village Board President

Attest:

\_\_\_\_\_  
Erica Berger, Village Clerk / Treasurer

\_\_\_\_\_  
Aaron Kramer, Village Administrator



## RESOLUTION 2022-13

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### A RESOLUTION APPOINTING THE VILLAGE CLERK AS THE AUTHORIZED REPRESENTATIVE FOR THE RECYCLING GRANT APPLICATION

---

**WHEREAS**, the Village of Hobart hereby requests financial assistance under s. 287.23 and s. 287.24, Wis. Stats., Chapters NR 542, 544, Wis. Admin. Code, for the purpose of planning, constructing or operating a recycling program with one or more components specified in s. 287.11(2)(a) to (h), Wis. Stats.;

**THEREFORE, BE IT RESOLVED**, that the Village of Hobart HEREBY AUTHORIZES the Village Clerk, an employee of the responsible unit, to act on its behalf to: Submit an application to the Department of Natural Resources for financial assistance under s. 287.23 and s. 287.24, Wis.Stats., Chapters NR 542, 544, Wis. Admin. Code; Sign necessary documents; and submit a final report.

Adopted this 7<sup>th</sup> day of June, 2022

\_\_\_\_\_  
Richard Heidel, Village Board President

Attest:

\_\_\_\_\_  
Erica Berger, Village Clerk / Treasurer

\_\_\_\_\_  
Aaron Kramer, Village Administrator



HOBART LAWRENCE  
POLICE DEPARTMENT

Municipality Summary Report

From: 04/01/22 To: 04/30/22

Village of Hobart and Town of Lawrence

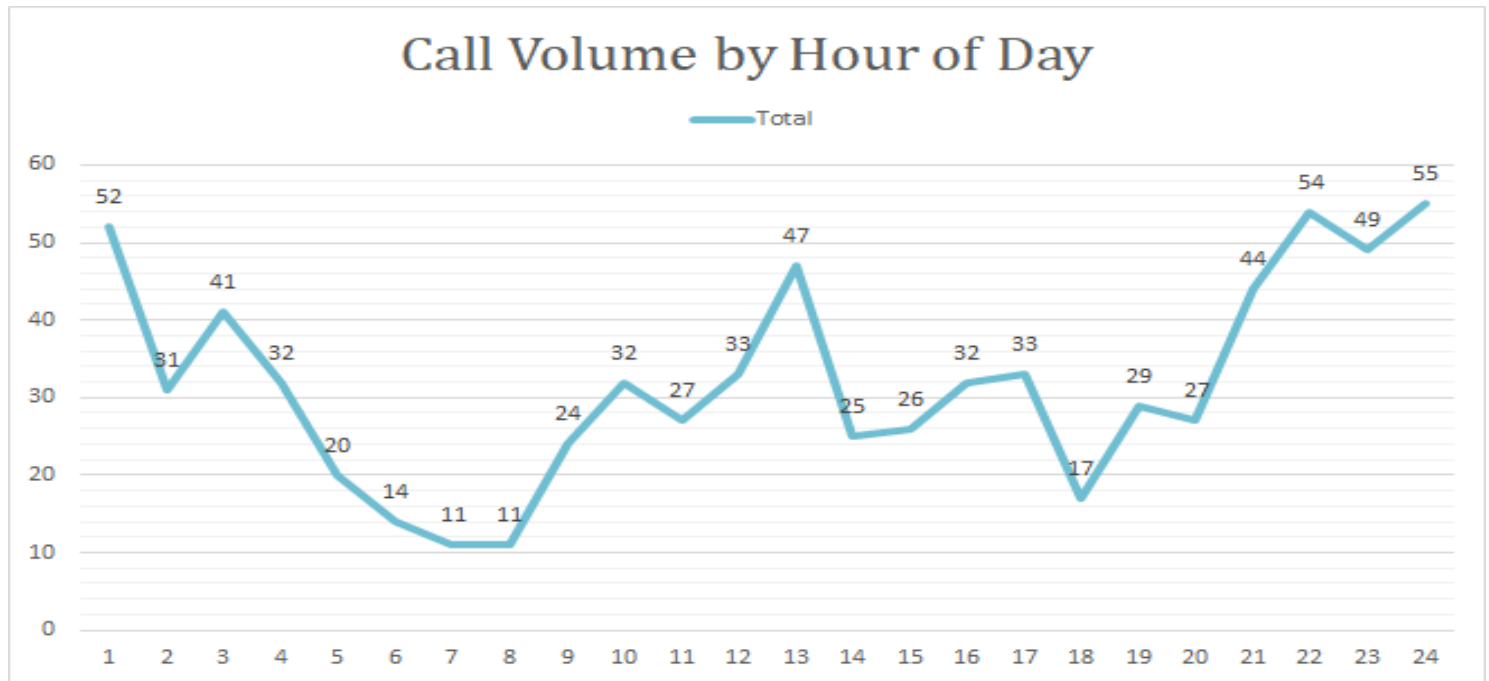




HOBART LAWRENCE  
POLICE DEPARTMENT

## Municipality Summary

### Calls for Service



#### Incident Type Dispatched Details

Incident Types	Total Calls	% of Total
TRAFFIC STOP	168	21.93
CRIME PREVENTION	107	13.97
Traffic Complaint	69	9.01
PRE-ALERT MEDICAL	50	6.53
RECKLESS DRIVING COMPLAINT	41	5.35
BUILDING SECURITY	39	5.09
ASSIST MOTORIST	37	4.83
WELFARE CHECK	26	3.39
ANIMAL CALL	23	3.00
HAZARD CALL	22	2.87
ASSIST OTHER LEO AGENCY	20	2.61
ACCIDENT CALL	17	2.22

#### Top Addresses

Address	# Calls
NB I-41	42
SB I-41	33
W MASON ST	23
EB STH 29-32	20
650 CENTENNIAL CENTRE BLVD	19
GRANT ST	18
PACKERLAND DR	16
1000 PLEASANT LANE; DOG PA	16
MM 155 USH 41 NB, Lawrence	14
WB STH 29-32	13
RIVERDALE DR	12
2703 S PINE TREE RD	12
1326 MID VALLEY DR	10
1180 MID VALLEY DR	9
4125 N OVERLAND RD, Hobart	9
471 FOUR SEASONS DR	9
CENTENNIAL CENTRE BLVD	9



HOBART LAWRENCE  
POLICE DEPARTMENT

## Municipality Summary

Incident Types	Total Calls	% of Total
ALARM CALL	17	2.22
SUSPICIOUS SITUATIONS	16	2.09
SUSPICIOUS VEHICLE	16	2.09
911 HANG UP	11	1.44
DISTURBANCE	10	1.31
FRAUD CALL	9	1.17
HARASSMENT COMPLAINT	9	1.17
RESCUE ALS CALL	5	0.65
BURGLARY OVERWITH	4	0.52
FIRE ALARM	4	0.52
VIOLATION OF COURT ORDER	4	0.52
BURGLARY IN PROGRESS	3	0.39
DAMAGE TO PROPERTY/CRIMINAL	3	0.39
ONLY IF NO OTHER INCIDENT TYP	3	0.39
SEX OFFENSES	3	0.39
STRUCTURE FIRE	3	0.39
THEFT CALL	3	0.39
911 ASSIST CALL	2	0.26
AUTO THEFT	2	0.26
PARKING VIOLATION	2	0.26
SUSPICIOUS PERSON	2	0.26
ACCIDENT WITH INJURY	1	0.13
ILLEGAL/UNAUTHORIZED BURNING	1	0.13
CIVIL PROCESS	1	0.13
CARBON MONOXIDE FIRE	1	0.13
DRUGS CALL	1	0.13
JUVENILE CALL	1	0.13
NOISE COMPLAINT	1	0.13
OPEN DOOR CALL	1	0.13
OTHER VEH (SEMI,TANKER,TRAIN)	1	0.13
RETAIL THEFT COMPLAINT	1	0.13
RUNAWAY CALL	1	0.13
SCAM CALL	1	0.13
TEST CALL	1	0.13
VEGETATION FIRE	1	0.13
VEHICLE ACCIDENT WITH INJURY	1	0.13
WEAPONS CALL	1	0.13
Total Calls:	766	99.96



HOBART LAWRENCE  
POLICE DEPARTMENT

Municipality Summary

Traffic Citations

Top Traffic Violations

Total	Violation
70	346.57(5) Speeding
20	344.62(2) Insurance Violation
17	343.44(1)(b) Driver License Violation
7	341.04(1) Veh Registration

Issued Traffic Citations														
04/01/2022 - 04/30/2022														
Accident	Speeding	Traffic Sign and Signal	Driver License	Insurance Violation	Title To Transfer	Moving Traffic	Operating While Intoxicated	Other Equipment	Parking	Transporation Rules	Safety Belt	Vehicle Registration Plates	All Other Categories	Total
17	70	2	17	20	2	5	5	1	0	2	2	9	1	153

Ordinance Citations

Municipal Violations

Municipal Violations

Total	Statute	Description
3	961.41(3)(G)	Drugs-Possess Marijuana
2	961.41(3)(G)	Poss Drug Paraphernalia

Issued Non-Traffic Citations by Officer

From 4/1/2022 to 4/30/2022

All Terrain Vehicle	Drinking Juvenile(17-20)	Drinking Underage (Under 17)	Drugs-Possess Marijuana	Possess Drug Parphernalia	ID Card Underage	Miscellaneous	Animal	Littering	Sell/Provide Alcohol	Parking	All Other Categories	Total
0	1	0	3	2	0	0	1	1	0	1	0	9



HOBART LAWRENCE  
POLICE DEPARTMENT

Municipality Summary

Traffic Crashes

Incident Number	When Reported	Address	City
22-503047	11:16:02 04/29/2022	2100 POTTER DR	Lawrence
22-503043	03:45:10 04/29/2022	MID VALLEY DR & GRANT ST; Meet in PTI lot	Lawrence
22-503017	05:15:48 04/28/2022	EB STH 29-32 & TRIANGLE DR; MEET AT MAPLEWOOD	Hobart
22-503000	07:56:55 04/27/2022	SB I-41 & FREEDOM RD	Lawrence
22-502985	16:33:30 04/26/2022	NB I-41 & FREEDOM RD	Lawrence
22-502976	04:58:19 04/26/2022	WB STH 29-32 & MARLEY ST	Hobart
22-502964	17:13:24 04/25/2022	RIVERDALE DR & HILLCREST DR; HL510's	Hobart
22-502920	02:04:03 04/24/2022	EB STH 29-32 & SHERWOOD ST	Hobart
22-502777	07:13:41 04/19/2022	GRANT ST & MID VALLEY DR	Lawrence
22-502617	12:08:50 04/13/2022	GRANT ST & MID VALLEY DR	Lawrence
22-502614	07:36:42 04/13/2022	TRIANGLE DR & EB STH 29-32	Hobart
22-502602	21:23:14 04/12/2022	S PINE TREE RD & SCHEURING RD	Hobart
22-502600	18:42:01 04/12/2022	SB I-41 & GRANT ST	Lawrence
22-502599	18:37:08 04/12/2022	SB I-41 & GRANT ST	Lawrence
22-502417	08:27:28 04/04/2022	WB STH 29-32 & SHERWOOD ST;orange sedan	Hobart
22-502412	04:37:36 04/04/2022	MM 157 USH 41 SB	Lawrence
22-502330	15:47:26 04/01/2022	NB I-41 & FREEDOM RD; hl504	Lawrence



HOBART LAWRENCE  
POLICE DEPARTMENT

## Municipality Summary

### Warnings Top Written Warning Offenses

29	346.57	Speeding
7	344.62	Insurance violation
6	347.06(1)	Operation W/O Required Lamps Lighted
5	347.13(3)	Operate Vehicle W/O Registration Lamps

04/01/2022	7R91FLM8F0	346.57(5)	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)
04/02/2022	7R91G0ZM97	347.06(1)	OPERATION W/O REQUIRED LAMPS LIGHTED
04/02/2022	7R91G0ZM97	347.13(3)	OPERATE VEHICLE W/O REGISTRATION LAMPS
04/02/2022	7R91FLM8F2	346.13(3)	DEVIATION FROM DESIGNATED LANE
04/02/2022	7R91FLM8F3	344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE
04/02/2022	7R91FLM8F3	347.13(3)	OPERATE VEHICLE W/O REGISTRATION LAMPS
04/02/2022	7R91FLM8F4	347.06(1)	OPERATION W/O REQUIRED LAMPS LIGHTED
04/02/2022	7R91FLM8F4	344.62(2)	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
04/02/2022	7R91FLM8F4	343.085(2m)(a)1	PROB LICENSEE OPER CLASS D VEH W/OTHER PERSON IN VEH
04/02/2022	7R91FLM8F1	347.06(1)	OPERATION W/O REQUIRED LAMPS LIGHTED
04/02/2022	7R91GFB0FV	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/03/2022	7R91F68W0V	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/03/2022	7R91F68W0W	346.46(1)	FAIL/STOP AT STOP SIGN
04/04/2022	7R91GFB0FW	346.46(1)	FAIL/STOP AT STOP SIGN
04/07/2022	7R91F68W0X	102-21	Animal/Fowl Not to Run at Large
04/07/2022	7R91F68W0X	102-11 A(1)	Dog License Required
04/08/2022	7R91GFB0FZ	347.06(1)	OPERATION W/O REQUIRED LAMPS LIGHTED
04/09/2022	7R91G0ZM98	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/09/2022	7R91GFB0G1	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/10/2022	7R91GTNC7W	347.13(3)	OPERATE VEHICLE W/O REGISTRATION LAMPS
04/10/2022	7R91G0ZM99	346.57(4)(gm)2	SPEEDING ON FREEWAY (16-19 MPH)
04/12/2022	7R91F68W0Z	346.57(5)	EXCEEDING SPEED ZONES, ETC. (1-10 MPH)
04/12/2022	7R91G0ZM9B	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/13/2022	7R91FLM8F5	346.13(3)	DEVIATION FROM DESIGNATED LANE
04/14/2022	7R91GTNC7X	341.03(1)	OPERATE AFTER REV/SUSP OF REGISTRATION
04/14/2022	7R91GTNC7Z	346.57(5)	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)
04/14/2022	7R91G0ZM9C	341.04(1)	NON-REGISTRATION OF AUTO, ETC
04/14/2022	7R91FLM8F6	341.15(2)	ILLEGIBLE LICENSE PLATES
04/14/2022	7R91FLM8F7	347.06(1)	OPERATION W/O REQUIRED LAMPS LIGHTED





HOBART LAWRENCE  
POLICE DEPARTMENT

## Municipality Summary

04/15/2022	7R91G0ZM9D	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/15/2022	7R91FLM8F8	341.04(1)	NON-REGISTRATION OF AUTO, ETC
04/15/2022	7R91FLM8F8	347.06(1)	OPERATION W/O REQUIRED LAMPS LIGHTED
04/16/2022	7R91F68W10	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/16/2022	7R91G0ZM9G	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/16/2022	7R91G0ZM9H	346.57(5)	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)
04/16/2022	7R91G0ZM9F	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/19/2022	7R92Q942B1	346.57(5)	EXCEEDING SPEED ZONES, ETC. (1-10 MPH)
04/19/2022	7R92Q942B2	346.57(5)	EXCEEDING SPEED ZONES, ETC. (1-10 MPH)
04/19/2022	7R92Q942B3	346.57(5)	EXCEEDING SPEED ZONES, ETC. (1-10 MPH)
04/19/2022	7R91FLM8F9	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/19/2022	7R91FLM8FD	344.62(2)	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
04/19/2022	7R91FLM8FB	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/19/2022	7R91FLM8FC	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/20/2022	7R91G0ZM9J	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/21/2022	7R91F68W12	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/21/2022	7R91G0ZM9K	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/22/2022	7R91F68W13	346.57(5)	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)
04/22/2022	7R91FLM8FF	344.62(2)	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
04/23/2022	7R91G0ZM9L	346.57(4)(gm)2	SPEEDING ON FREEWAY (11-15 MPH)
04/24/2022	7R91F68W14	346.57(4)(gm)2	SPEEDING ON FREEWAY (16-19 MPH)
04/24/2022	7R91G0ZM9M	344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE
04/25/2022	7R91F68W16	264-9 A	D/C with a Motor Vehicle Prohibited
04/27/2022	7R91FLM8FG	344.62(2)	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
04/28/2022	7R91GFB0G3	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/28/2022	7R91GFB0G4	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/28/2022	7R91GFB0G5	347.13(3)	OPERATE VEHICLE W/O REGISTRATION LAMPS
04/28/2022	7R91GFB0G6	346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
04/30/2022	7R91FLM8FH	344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE
04/30/2022	7R91FLM8FH	341.15(3)(a)	IMPROPER DISPLAY OF LICENSE PLATE/TAG/DECAL
04/30/2022	7R91FLM8FJ	347.13(1)	NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT

## OWI Arrests

Total # of OWI's

5

22-502961	04/25/2022	BG939703	04/25/2022	346.63(1)(a)	OPERATING WHILE UNDER THE INFLUENCE
22-502385	04/03/2022	BG941201	04/03/2022	346.63(1)(a)	OPERATING WHILE UNDER THE INFLUENCE
22-502913	04/23/2022	BG940380	04/23/2022	346.63(1)(a)	OPERATING WHILE UNDER THE INFLUENCE
22-502863	04/22/2022	BG302979	04/22/2022	346.63(1)(a)	OPERATING WHILE UNDER THE INFLUENCE(3RD)
22-502797	04/19/2022	BG302978	04/19/2022	346.63(1)(a)	OWI (3RD W/PASS < 16 YRS OLD)



**TO:** Village Board  
**FROM:** Erica Berger, Clerk-Treasurer  
**RE:** Poll Worker Wages  
**DATE:** June 7, 2022

---

### BACKGROUND

The Village of Hobart has a strong, wonderful group of poll workers that have endured much over the past two years. They have all adapted and took on the challenge of running an election during a pandemic, and through the scrutiny and turmoil of the elections system as a whole. It has also been increasingly difficult to find poll workers to adequately staff both of our polling locations. Currently our poll workers are being paid \$9.00 per hour and our chief inspector is being paid \$9.50 per hour.

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### INFORMATION

A survey of poll workers wages from around the state was done. The average hourly rate of those that responded are as follows: Election Inspector - \$10.66/hr; Chief Inspector - \$12.52/hr. Of the 56 municipalities that responded, the Village of Hobart comes in at the 5<sup>th</sup> lowest in terms of Election Inspector pay.

I am proposing that we raise the pay of our election inspectors to \$11.00/hr and our chief inspectors to \$11.50/hr. The fiscal impact on the Village would be as follows:

- Even Years (4 Elections): \$306.00
- Odd Years (2 Elections): \$153.00

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### RECOMMENDATION

*To approve the increase in election inspector's wages to \$11.00 per hour and chief inspector's wages to \$11.50 per hour effective August 1, 2022.*

<b>Municipality</b>	<b>Population</b>	<b>Election Inspector Pay</b>	<b>Chief Inspector Pay</b>
Town of Dekorra		\$3.33	\$3.33
Village of Cambridge		\$7.25	\$7.25
Town of Dane		\$8.25	\$9.00
City of Oconomowoc		\$8.33	\$10.00
<b>Village of Hobart</b>	<b>10,717</b>	<b>\$9.00</b>	<b>\$9.50</b>
City of Cedarburg	12,121	\$9.00	\$10.00
Town of Utica		\$9.00	\$12.50
City of Berlin		\$9.00	\$13.00
Village of Kewaskum		\$9.25	\$9.25
City of Altoona		\$9.25	\$10.25
Village of Wrightstown	3,086	\$9.50	\$10.50
City of Waukesha		\$9.50	\$10.50
Town of Erin	3,825	\$10.00	\$12.00
City of Niagara	1,570	\$10.00	\$12.00
Sparta		\$10.00	\$12.00
Village of Suamico		\$10.00	\$13.50
City of Hudson		\$10.00	\$12.00
City of LaCrosse		\$10.00	\$12.00
Town of Blooming Grove	1,577	\$10.00	\$12.00
Salem Lakes		\$10.00	\$12.00
Village of Ridgeway		\$10.00	\$11.00
City of Shullsburg		\$10.00	\$10.00
Town of York		\$10.00	\$12.00
Town of Vinland		\$10.00	\$12.00
City of Columbus		\$10.00	\$12.00
Town of Dakota	1,228	\$10.00	\$12.00
Town of East Troy	4,122	\$10.00	\$12.00
Vilage of Belgium		\$10.00	\$15.00
Town of LaFayette		\$10.00	\$16.00
Village of Menasha		\$10.00	\$11.00
Village of Prairie Farm	494	\$10.00	\$10.67
Town of Liberty Grove		\$10.00	\$10.00
City of Elkhorn		\$10.40	\$15.60
Town of Barton	2,768	\$10.50	\$12.00
Town of Wheatland	3,391	\$11.00	\$13.00
Village of Alouez		\$11.00	\$13.00
Village of Jackson	8,001	\$11.00	\$11.50
Village of Waukesha		\$11.00	\$15.00
City of Onalaska	19,650	\$11.50	\$14.50
City of Antigo	8,312	\$11.67	\$12.67
Town of Rudolph		\$12.00	\$13.00
Westby	2,300	\$12.00	\$15.00
Village of Campbellsport		\$12.00	\$15.00



Town of Plum Lake	500	\$12.00	\$12.00
Village of Sister Bay	1,148	\$12.00	\$14.00
Town of Watertown		\$12.00	\$15.00
Village of Hazel Green	1,263	\$12.00	\$13.00
Town of New Richmond		\$12.50	\$12.50
City of Medford	4,319	\$12.60	\$13.60
City of Schofield		\$12.75	\$14.00
City of Cudahy		\$13.33	\$15.00
Town of New Holstein		\$14.00	\$17.00
City of De Pere		\$14.00	\$17.00
Town of Grafton		\$15.00	\$17.50
Town of Roxbury		\$15.00	\$17.00
Village of Kekoskee		\$15.00	\$17.00
<b>AVERAGE:</b>		<b>\$10.66</b>	<b>\$12.52</b>

## Additional Perks

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\$8.00/hour for training

\$7.75 for training

No meals, but snacks, desserts and beverages

Meals provided

SVDs - \$80/day, hourly for absentee help - \$12

Food & Beverages

\$160 for EDRs, \$12.50/hour for additional approved training for inspectors  
Split Shifts & Subway Platter

\$0.10/hour raise per year

Max of 15 hours paid per worker per Election Day

\$25/day for training (up to 4 hours)

recent increase from \$10 and \$10.50



VILLAGE OF  
**HOBART**  
GREATNESS IS GROWING  
**MEMORANDUM**

**TO:** Village Board  
**FROM:** Erica Berger, Clerk-Treasurer  
**RE:** Workhorse Software Additions  
**DATE:** June 7, 2022

---

**BACKGROUND**

The Village has been using Workhorse Software for the past decade for accounting, utility billing, utility inventory, payroll, and miscellaneous billing services. We have had nothing but a positive experience with them. Fortunately, they are continuously working to improve current systems as well as make new additions to benefit systems already in place. The recently added a Payroll Portal system and have had available a Fixed Asset system that we would like to present to the Board.

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**PAYROLL PORTAL**

The payroll portal is an online system that allows employees to create and submit their biweekly timecards, and also see their vacation, sick, and comp-time hours. Once an employee submits their timecard, their department head can go into the system and approve, reject, or modify the timecard so it is accurate. Once approved, the timecards are brought into our payroll system with the click of a button.

This service will not only save on the large amount of paper being used to turn in timecards, it will also save a large amount of staff time required to manually enter in each individual time card. It also allows employees to submit timecards from anywhere, so those that may not be working on the days they need to submit do not have to physically come to the office to turn it in.

Lastly, this will greatly reduce the margin for error when entering timecards. Removing the manual entry on the back end will also remove the opportunity for errors.

Cost:

- Purchase Price = \$3,000
- Annual Support Cost = \$850 (\$250 credit for first year)

---

**FIXED ASSEST MANAGEMENT**

The fixed asset management module is a tool that would allow the Village to input and track all of our fixed and capital assets. Currently, we have a few bare bones excel spreadsheets on the server with various amounts of information. This system would allow us to input and categorize all village assets so that we have the ability to quickly and efficiently pull reports for auditors and insurance carriers as required. Further, it would allow all department heads to easily look at and

manage the assets in their departments. The system does allow us to automatically calculate depreciation and life cycles of assets as well.

Cost:

- Purchase Price = \$3,100
- Initial Batch Data Entry = \$300
- Annual Support Cost = \$600

---

**RECOMMENDATION**

*To approve the purchase of the Payroll Portal and Fixed Asset Management module from Workhorse Software Systems for a cost not to exceed \$4,900 to be funded by ARPA.*



## SOFTWARE PROPOSAL

May 20, 2022

Prepared for: Village of Hobart  
2990 S Pine Tree Rd  
Hobart, WI 54155

	<u>Purchase Price</u>	<u>Annual Support</u>	<u>Training Time</u>
Payroll Portal	\$3,000.00	(See below)	4 hours
Fixed Assets	\$3,100.00	\$600.00	4 hours
FA Data Conversion	<del>\$600.00</del> \$300.00	-	-
<b>Total</b>	<b>\$6,400.00</b>	<b>\$600.00</b>	<b>8 hours</b>

**Note:** In lieu of an annual support fee the Payroll Portal has a subscription fee that is based on the number of timesheets used annually.

### Payroll Portal Annual Subscription Fee

<b>Tiers</b>	<b># of Timesheets Annually</b>	<b>Annual Pricing</b>
<del>1</del>	<del>0-400</del>	<del>\$250.00</del>
<del>2</del>	<del>401-800</del>	<del>\$500.00</del>
<del>3</del>	<del>801-1500</del>	<del>\$850.00</del>
<del>4</del>	<del>1501+</del>	<del>\$1,200.00</del>

**Note:** The Payroll Portal purchase price includes setup & training, and Tier 1 for the first year and/or \$250.00 credit to Tiers 2-4.

**Note:** The purchase price includes training, and six months of software support. Please note the included support starts on the first day of training, after the included six months of support end we will pro-rate the remaining support for the calendar year after which support will be billed annually.

**Data conversion feasibility:** This is determined by source file type (example: csv, xlsx, txt) from which the data would be converted from, as well as how it aligns to the Workhorse program. With all data conversions it is your responsibility to ensure the accuracy of that data. While Workhorse will convert the data as accurate as we can to the best of our ability, you the customer are responsible for the accuracy of it.

**Disclaimer:** While Workhorse Software Services, Inc. limits pricing changes for the purchase price of software and annual support fees, the stated pricing is good for 180 days after which a refresh should be requested as prices are subject to change after this period.

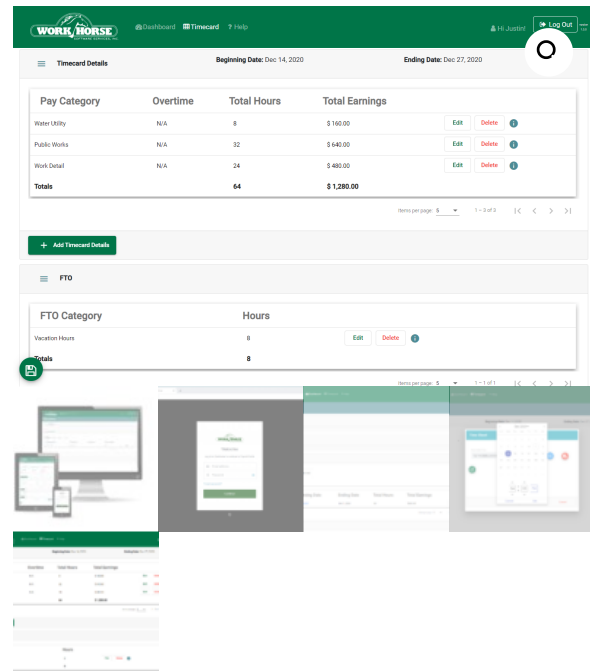
# Payroll Portal

Take the paper out of timesheets! The Payroll Portal allows for greater transparency, freeing up time in the office and eliminating redundant data entry. The Portal will save you time by empowering your employees to enter works hours on any device. Once employees enter their time, management can approve it with a click of a button and be ready to start the payroll process. By automating the timecard process, your municipality will no longer need to shuffle papers, but can focus on other responsibilities.

**Purchase Price: \$3,000.00**

## Features

- Accessible across any connected device
- Customized to each employee
- Flexible time-entry
- Management views and approvals
- Easy to use
- Secure

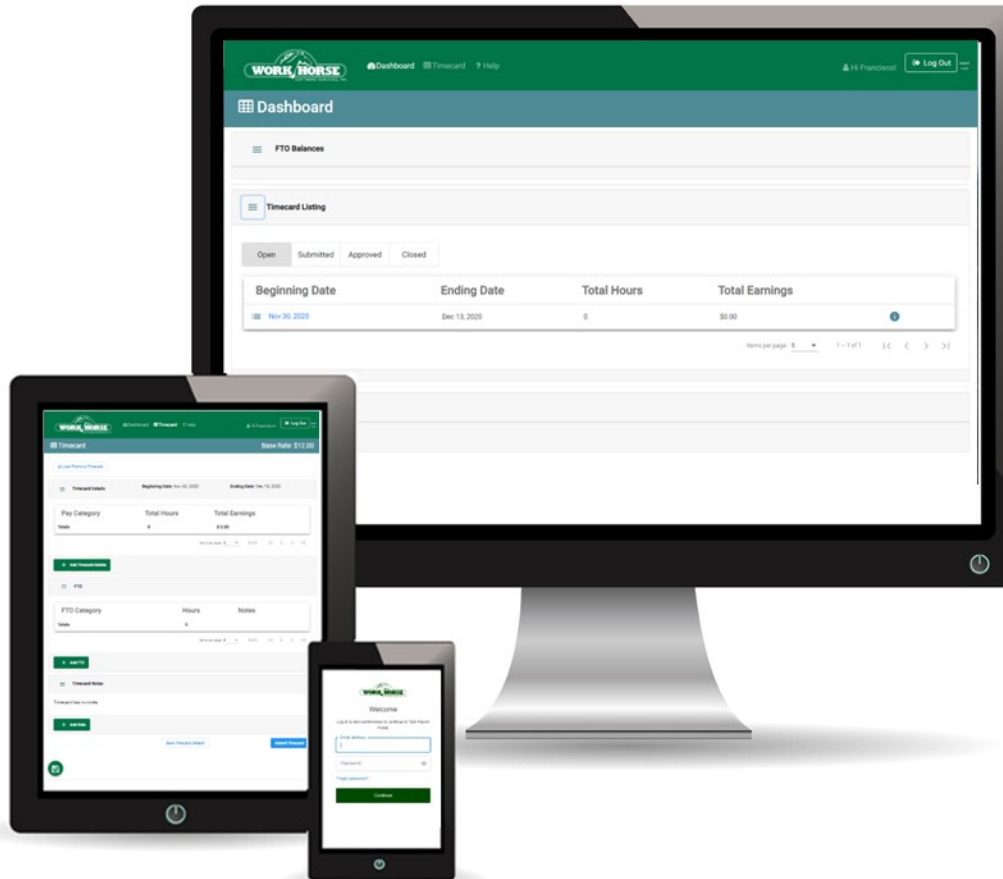


[REQUEST A DEMONSTRATION](#)

For annual support costs, please [see the support policy](#).

[CONTACT US](#)

[ABOUT US](#)







## Welcome

Log in to Workhorse to continue to Payroll Portal.

<input type="text"/>	Email address
<input type="password"/>	Password 

[Forgot password?](#)

[Continue](#)





☰ Timecard Details

Beginning Date: Dec 14, 2020

Ending Date: Dec 27, 2020

Pay Category	Overtime	Total Hours	Total Earnings	
Water Utility	N/A	8	\$ 160.00	<a href="#">Edit</a> <a href="#">Delete</a> <a href="#">i</a>
Public Works	N/A	32	\$ 640.00	<a href="#">Edit</a> <a href="#">Delete</a> <a href="#">i</a>
Work Detail	N/A	24	\$ 480.00	<a href="#">Edit</a> <a href="#">Delete</a> <a href="#">i</a>
<b>Totals</b>		<b>64</b>	<b>\$ 1,280.00</b>	

Items per page: 5 1 - 3 of 3 |< < > >|

+ Add Timecard Details

☰ FTO

FTO Category	Hours	
Vacation Hours	8	<a href="#">Edit</a> <a href="#">Delete</a> <a href="#">i</a>
<b>Totals</b>	<b>8</b>	

Items per page: 5 1 - 1 of 1 |< < > >|





# Timecards

Your Base Rate: \$20.00

## Timecard Details

Beginning Date: Dec 14, 2020

Ending Date: Dec 27, 2020

### Pay Category

Public Works

Bank comp time hours?

Save Cancel

### Time Sheet

Start Date/Time

12/14/2020, 2:00 p

+

12/14/2020, 2:00 p

-

12/14/2020, 2:00 p

+

12/14/2020, 2:00 p

-

< Dec 2020 >

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

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04

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 v

PM

Cancel
Set

12/14/2020, 2:00 p

+

12/14/2020, 2:00 p

-

12/14/2020, 2:00 p

+

12/14/2020, 2:00 p

-

12/14/2020, 2:00 p

+

12/14/2020, 2:00 p

-

Cancel



# Dashboard

[FTO Balances](#)

[Timecard Listing](#)

[Timecard Management](#)

Open

Submitted

Approved

Filter on Employee Name

Name	Beginning Date	Ending Date	Total Hours	Total Earnings	
David Johnson	Nov 18, 2020	Dec 1, 2020	80	\$800.00	<a href="#">Approve</a> <a href="#">Reject</a>

Items per page: 5

1 - 1 of 1

Navigation icons: |< < > >|

[Create Timecard For Employee](#)

HOME PRODUCTS PRICE LIST REQUEST A DEMO SUPPORT POLICY CUSTOMER SUPPORT

# Fixed Asset Information Management

The Workhorse Fixed Asset Information Management System allows for easy entry of all fixed asset information, including additions, transfers, and disposals. The user can choose to store the original cost, replacement cost, book value, and both current and accumulated depreciation for each asset. Assets can be summarized or listed by asset number, physical location, department, or asset category. An annual schedule of asset changes can be printed for the auditor's use. The system can automatically calculate and post annual depreciation.

**Purchase Price: \$3,100.00**

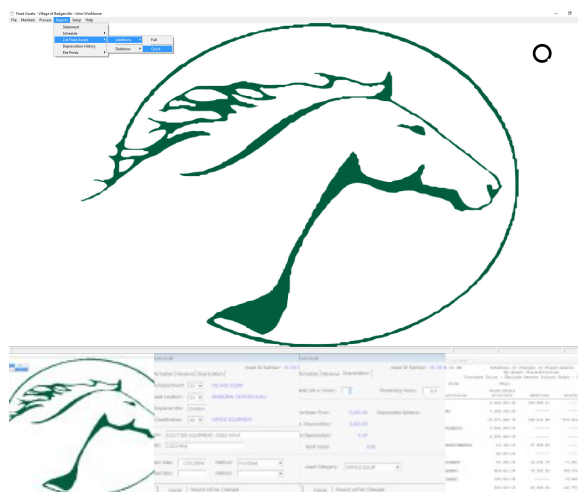
## Features

- Online entry of fixed asset information including additions, transfers, and disposals
- Store original cost, replacement cost, book value, and both current and accumulated depreciation for each asset
- List assets by asset number, physical location, or department
- Print a schedule of changes in fixed assets for a given year
- Automatically calculate depreciation

Price includes installation and flexible training.

[REQUEST A DEMONSTRATION](#)

For annual support costs, please [see the support policy](#).





- Statement
- Schedule
- List Fixed Assets
  - Additions
    - Full
  - Deletions
    - Quick
- Depreciation History
- File Prints





Asset ID Number: 01-01-000664

Setup | Information | Revenue | Depreciation

Function/Department: 01 VILLAGE CLERK

Asset Location: 01 MUNICIPAL CENTER/VHALL

Sequence Nbr: 000664

Asset Classification: 40 OFFICE EQUIPMENT

Description: ELECTION EQUIPMENT, ES&amp;S HAVA

Serial Nbr: 1223.44a

Acquisition Date: 1/01/2006

Method: Purchase

Disposal Date:

Method:

OK

Cancel

Record will be Changed



Asset ID Number: 01-01-000664

Setup | Information | Revenue | Depreciation

Asset Life in Years:

Remaining Years:

Purchase Price: 5,810.00

Depreciable Balance: 5,810.00

Accum. Depreciation: 5,810.00

Current Depreciation: 0.00

Book Value: 0.00

Asset Category: OFFICE EQUIP



OK

Cancel

Record will be Changed



9/13/2016 11:22 AM

Schedule of Changes in Fixed Assets  
By Asset Classification

Page: 1  
ASSET

Purchase Price - Exclude Assets Valued Under - \$5,000.00

Asset ID Nbr From: Thru:

Asset Classification	Fixed Assets 12/31/2013	Additions	Deletions	Fixed Assets 12/31/2014
10 LAND	2,348,918.32	436,608.11	-----	2,785,526.43
12 STORM SEWERS	7,184,130.50	-----	-----	7,184,130.50
13 STREETS	14,277,926.79	549,412.99	-475,803.00	14,351,536.78
15 LAND IMPROVEMENTS	2,806,243.04	-----	-----	2,806,243.04
20 BUILDINGS	5,505,386.59	-----	-----	5,505,386.59
25 BUILDING IMPROVEMENTS	14,160.10	47,858.26	-----	62,018.36
30 FURNITURE	69,597.00	-----	-----	69,597.00
40 OFFICE EQUIPMENT	43,328.00	19,038.78	-7,901.00	54,465.78
50 LARGE MACHINERY	824,611.50	74,565.50	-84,579.00	814,598.00
60 SMALL EQUIPMENT	722,231.35	-----	-6,846.00	715,385.35
70 VEHICLES	936,557.15	63,980.25	-62,770.00	937,767.40



1250 Centennial Centre Blvd  
Hobart, WI 54155  
920-662-9641  
releeinc.com

May 26, 2022

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

RE: Professional Services Proposal - 2022 Engineering Support – TDS Implementation

Dear Jerry:

Thank you for the opportunity for Robert E. Lee & Associates, Inc. (REL) to provide this proposal for providing technical support to the Village of Hobart, specifically associated with the oversight of the Village's process related to the implementation and installation of fiber lines throughout the Village by TDS and their assigned contractor. As part of this service, REL will provide support to the Village, by providing an Engineering Technician to aid in Utility Coordination and overall project oversight. We will work at the direction of the Village but have the experience and technical knowledge to help review permit submittals, review design documents, aid in issuing applicable permits, and provide limited crew oversight during construction for progress reporting. REL is proposing to complete this work on a part-time, time-and-expense basis. Our billing rate for the assigned Utility Coordinator is \$97/hour plus reimbursable expenses such as mileage, etc. REL will provide additional support staff to the Utility Coordinator and the Village to execute the contract as necessary, this time will be billed at our standard hourly billing rate for the applicable year service is conducted in. Attached is a copy of our standard 2022 rates, with rates updating annually (January 1).

We thank you for the opportunity to provide you this proposal, and we look forward to getting the project started. We are able to begin work on the project immediately upon receiving approval. If you have any questions, please feel free to contact me, and please sign in the appropriate location below and return a copy for our files.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Jared G. Schmidt, P.E., V.P.  
Civil/Municipal Engineering Manager

**ACCEPTED BY VILLAGE OF HOBART**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

## 2022 Labor Rates

Robert E. Lee &amp; Associates, Inc.

Staff Type	Rate	Staff Type	Rate
CAD TECHNICIAN I	\$ 76	GEOLOGIST II	\$ 104
CAD TECHNICIAN II	\$ 91	GEOLOGIST III	\$ 116
CAD TECHNICIAN INTERN	\$ 48	GEOLOGIST IV	\$ 141
CIVIL ENGINEERING MANAGER	\$ 173	GIS SPECIALIST I	\$ 89
CLERICAL I	\$ 55	GIS SPECIALIST II	\$ 100
CLERICAL II	\$ 64	GIS TECHNICIAN	\$ 71
CLERICAL MANAGER	\$ 93	LAND USE PLANNER I	\$ 92
COMMUNITY PLANNER	\$ 108	LAND USE PLANNER II	\$ 124
CONSTRUCTION MANAGER	\$ 173	NATURAL RESOURCES SCIENTIST I	\$ 70
DESIGN MANAGER	\$ 155	NATURAL RESOURCES SCIENTIST II	\$ 85
DESIGNER I	\$ 115	NATURAL RESOURCES SCIENTIST III	\$ 101
DESIGNER II	\$ 123	NATURAL RESOURCES SCIENTIST IV	\$ 127
ENGINEER I	\$ 103	NATURAL RESOURCES TECHNICIAN I	\$ 42
ENGINEER II	\$ 115	NATURAL RESOURCES TECHNICIAN II	\$ 47
ENGINEER III	\$ 140	NATURAL RESOURCES TECHNICIAN III	\$ 68
ENGINEER IV	\$ 157	NES DIVISION MANAGER	\$ 127
ENGINEERING ASSISTANT	\$ 63	PROJECT COORDINATOR	\$ 84
ENGINEERING DIRECTOR	\$ 181	SENIOR CONSULTANT	\$ 163
ENGINEERING TECHNICIAN I	\$ 82	SENIOR GIS SPECIALIST	\$ 131
ENGINEERING TECHNICIAN II	\$ 97	SENIOR TRANSPORTATION CONSULTANT	\$ 129
ENGINEERING TECHNICIAN III	\$ 123	SOLID WASTE MANAGER	\$ 173
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 151	SURVEY INTERN	\$ 56
ENVIRONMENTAL SCIENTIST I	\$ 93	SURVEY MANAGER	\$ 132
ENVIRONMENTAL SCIENTIST II	\$ 107	SURVEYOR TECHNICIAN I	\$ 74
ENVIRONMENTAL SCIENTIST III	\$ 118	SURVEYOR TECHNICIAN II	\$ 85
ENVIRONMENTAL SERVICES MANAGER	\$ 173	SURVEYOR TECHNICIAN III	\$ 98
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 50	SURVEYOR PROFESSIONAL I	\$ 92
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 68	SURVEYOR PROFESSIONAL II	\$ 100
ENVIRONMENTAL TECHNICIAN I	\$ 72	SURVEYOR PROFESSIONAL III	\$ 107
ENVIRONMENTAL TECHNICIAN II	\$ 82	SURVEY FIELD LEAD	\$ 105
ENVIRONMENTAL TECHNICIAN III	\$ 100	TECHNICAL SERVICES DIRECTOR	\$ 168
EROSION CONTROL/RESTORATION CREW LEADER	\$ 91	TRANSPORTATION MANAGER	\$ 173
EROSION CONTROL/RESTORATION TECHNICIAN I	\$ 50	WATER & WASTEWATER FACILITIES OPERATOR	\$ 96
EROSION CONTROL/RESTORATION TECHNICIAN II	\$ 78	WATER & WASTEWATER MANAGER	\$ 173
EROSION CONTROL/RESTORATION TECHNICIAN III	\$ 85	WATER & WASTEWATER OPERATOR TRAINER	\$ 107
GEOLOGIST I	\$ 90	WWTP FACILITIES OPERATOR ASSISTANT	\$ 54

## ROBERT E. LEE & ASSOCIATES, INC. STANDARD TERMS AND CONDITIONS

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### I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

### II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.
3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.

4. Living and traveling expenses of employees when away from home office on business connected with the project.
5. Subcontracted services.

### III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

### IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$1,000,000.

#### **V. SUSPENSION OF WORK**

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

#### **VI. TERMINATION OF WORK**

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

#### **VII. ASSIGNMENT**

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

#### **VIII. INTEGRATION**

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

#### **IX. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in

conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

#### **X. DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006





**ORDINANCE 2022-04**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, SPECIFICALLY SECTION 5 (EXCESSIVE NOISE PROHIBITED) OF CHAPTER 215 (PARKS AND RECREATION AREAS)**

**Purpose:** The purpose of this Ordinance is to allow for bands or DJs to set up and perform outside in the Village parks with permission of the Police Chief.

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

**Section 1:** Section 5 (Excessive Noise Prohibited) of Chapter 215 (Parks and Recreation Areas) of the Code of the Village of Hobart, is hereby amended to read as follows:

§ 215-5. Excessive noise prohibited.

Auto radios, portable radios, CD players, recording devices and television sets must be turned low at all times so as not to be heard from a distance beyond 50 feet from the instrument. No portable radio or television set shall be operated within any building unless specifically permitted in connection with a public gathering or a temporary exclusive use for which a permit has been granted. No bands or DJs are allowed to set up and perform outside, unless permission is granted by the Police Chief and his/her designee.

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

**Section 3.** This Ordinance shall be published as required by law after passage by the Village Board.

Passed and approved this 7<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Richard Heidel, Village President

Attest:

\_\_\_\_\_  
Aaron Kramer, Village Administrator

\*\*\*

I, Erica Berger, am the duly qualified and acting Village Clerk 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 June 7<sup>th</sup> 2022.

(Seal)

\_\_\_\_\_  
Erica Berger, Village Clerk-Treasurer

**EAP CONTRACT**

THIS AGREEMENT is being made and entered into as of this 1<sup>st</sup> day of July 2022, of signed below, by and between Employee Resource Center, Inc., a Wisconsin corporation (hereinafter referred to as "ERC"), and Village of Hobart (hereinafter referred to as "Company").

WHEREAS, ERC assists business, industry and governmental organizations through occupational health programs; and

WHEREAS, ERC designs, implements and maintains comprehensive counseling and consulting programs, known as Employee Assistance Programs ("EAP"), for the employees of such business, industry and governmental organizations; and

WHEREAS, Company desires to retain ERC to provide such a program for Company's employees; and

WHEREAS, ERC and Company agree that the services provided hereunder are personal to the employees or the employees family or household as set forth herein; and

WHEREAS, ERC and Company have agreed upon the terms and conditions under which ERC would provide such a program for all qualified employees of Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Retention of ERC.** Pursuant to the terms of this Agreement, Company hereby retains ERC and ERC hereby agrees to be retained by Company for the purpose of setting up and maintaining an EAP for personal services to Qualified Employees, their dependents, and members of their immediate household. Subject to the confidentiality provisions contained hereinbelow, Company understands and agrees that the services provided by ERC are personal to the employee, their family and household. A Qualified Employee is defined as all full and part time employees of Company.

2. **Services Provided by ERC.** ERC agrees that the services to be provided to Company under this Agreement shall be as follows:

- a. ERC shall designate an ERC employee to communicate with the Company.
- b. ERC shall consult with Company in developing EAP policy and procedures, supporting information for the program, promotion, and specific Company objectives.
- c. ERC shall make available employee orientation sessions to present the EAP and its services to the Qualified Employees. Such sessions shall be conducted as agreed upon in manner and frequency, and if necessary, scheduled at mutually agreed upon times by ERC and Company.
- d. ERC shall provide problem assessment, treatment planning and counseling sessions (up to a total of seven sessions per issue identified) collectively for all Qualified Employees, their dependents and members of their immediate household ("Clients"). Such sessions shall occur in response to supervisory, management, medical request, or self-referrals.
- e. When necessary, as determined in ERC's discretion, in addition to the services provided by ERC under this Agreement, ERC may provide referral services to Clients to third-party agencies and/or individuals for more specialized, adjunctive, or long-term interventions. ERC shall advise Clients that the Clients, and not Company, are responsible for the payment of all costs and fees associated with services rendered by such third parties.
- f. ERC shall provide case management services for Clients, to include personal, telephone and written communications with Clients, referral networks, and community resources that may be available for the purpose of continuity and coordination of care.
- g. ERC shall consult with the Company's Human Resources regarding referrals, or possible referrals, of Qualified Employees, subject to the confidentiality limitations set forth hereinbelow.



- h. ERC shall make training on "EAP as a Management Tool" available to Company supervisors and management in the manner and frequency as may be mutually agreed upon the parties hereto.
- i. ERC shall provide Company with reports on the utilization of EAP services rendered by ERC as may be reasonably requested by Company. Company understands that such reports shall be a statistical analysis as to the source of referrals, issue(s) being addressed within the Company and of its Qualified Employees and those services being provided to the Qualified Employees without the disclosure of confidential information concerning the Qualified Employees.
3. **EAP Services.** The services to be provided by ERC and compensated by Company are as follows:
- a. Core EAP services include the following:
- Face-to-face (or video) EAP counseling model, with supportive telephonic or other technical availability
  - Program planning and implementation
  - Promotional materials e.g. EAP brochures, posters, wallet cards
  - ERC website
  - EAP Newsletter
  - Frontline Supervisor Newsletter
  - Unlimited phone consultation with management on employee behavior issues
  - Employee Orientation Sessions and/or Orientation Guidance
  - One annual "EAP as a Management Tool" training for leaders
  - Data collection, with QA/ROI reporting and program review meetings
- b. Non-Core Services relate to any additional services requested by Company and approved by ERC which are not included in the core services.

4. **Duties of the Company.** Company agrees that it shall be responsible for the following in connection with implementing the EAP:

a. Company shall designate a Company employee or representative of a Company committee to be the Company coordinator of the EAP and to communicate with ERC's designated employee referred to in Section 2(a) herein.

b. Company shall provide such facilities as may be required for planning and implementation of the EAP, group orientation sessions, management and supervisory training sessions and individual conferences with supervisors, management and Qualified Employees, as necessary.

c. Company shall be responsible for all internal scheduling and to notify participants of meetings designated for the promotion of the EAP.

d. Company shall provide necessary communications to implement and maintain the EAP, including but not limited to, an EAP introduction letter to each Qualified Employee and periodic communication to supervisors, management and Qualified Employees which sets forth the policies and procedures of the EAP.

e. Company shall provide ERC with a list of Qualified Employees not less than quarterly.

5. **Confidentiality.** ERC must comply with all state and federal laws regarding the confidentiality of certain healthcare records of all Qualified Employees. To that end, Company recognizes and agrees that any information provided by Clients to ERC shall remain confidential and that in the absence of any appropriate written authorization of Clients, such information shall not be released to any third party, including Company. All EAP records, including all records relative to treatment and referrals of Clients, shall remain the property of ERC. ERC and Company agree to the protection of Qualified Employee confidential information as it pertains to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

6. **Compensation.** As compensation for the services being provided by ERC, Company shall pay ERC an annual fee of \$3,100 per year, to be billed on a monthly basis during the term of this Agreement. Company agrees to pay such fee within ten (10) days of receipt of each statement from ERC. Any amount which remains unpaid more than ten (10) days following its due date shall be subject to a finance charge of 1% per month (12% per annum). If Company makes payment by credit card, Company agrees that a 4% fee shall be added to each statement to offset any credit card and administrative costs incurred by ERC. The monthly fee covers all core EAP services set forth in Section 3(a). The monthly fee does not include non-core services set forth in Section 3(b) which will be invoiced separately as those services are provided to Qualified Employees. Following the initial term of this agreement, ERC may modify its rates upon thirty (30) days written notice to Company.

7. **Insurance.** ERC shall provide professional liability coverage for its employees while providing services under this Agreement included as part of ERC's expense included in the monthly fee.

8. **Term of Agreement / Renewal.** The initial term of this Agreement shall be 36 months, commencing on the date this Agreement has been fully executed by ERC and Company. **At the end of the initial term, this Agreement shall automatically renew for successive one (1) year terms at the then existing rates, unless either party shall give written notice of non-renewal to the other party no later than sixty (60) days prior to the automatic renewal date, in which case this Agreement shall terminate on the automatic renewal date.**

COMPANY UNDERSTANDS AND AGREES TO THE TERMS OF THIS AUTOMATIC RENEWAL.

**INITIAL** \_\_\_\_\_

9. **Effect of Termination.** Upon either party providing notice of termination of this Agreement, ERC and Company shall mutually agree upon a termination plan as it relates to ERC's acceptance of new referrals prior to the termination date and any other planned or scheduled

services relating to any Qualified Employee. Notwithstanding any termination of this Agreement, Company shall be responsible for payment of all ERC services accrued prior to termination and those services rendered by ERC following the termination date at ERC's then non-core services rate on a per session basis. It is specifically understood and agreed that ERC shall be compensated at non-core rates per session after the termination or expiration of this Agreement and in no event, shall ERC be responsible to continue to provide services after termination or expiration of this Agreement unless agreed upon by the parties in a termination plan as set forth hereinabove.

10. **Assignment**. This Agreement may not be assigned by Company without the express written consent of ERC, which shall not be unreasonably withheld. This Agreement may be assigned by ERC upon written agreement of the Company and shall be binding upon and inure to the benefit of ERC's successors and assigns.

11. **Amendment**. This Agreement may only be amended by a writing signed by both parties.

12. **Notices**. All notices shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

COMPANY  
Attention:

Employee Resource Center, Inc.  
Attention: \_\_\_\_\_  
P. O. Box 13156  
Green Bay, WI 54307

Village of Hobart  
2990 S Pine Tree Road  
Hobart, WI 54155

13. **Severability**. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed that such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions hereof shall remain in full force and effect.

14. **Venue and Dispute Resolution.** The parties agree to tender any disputes relating to this Agreement to mediation prior to any litigation. Should mediation not resolve the issues in dispute, the parties agree that any litigation shall be venued in Brown County Wisconsin circuit court and Company shall be responsible for any attorney fees and court costs incurred therein.

15. **Entire Agreement.** All terms, covenants and conditions of this Agreement are contained herein and there are no other warranties, obligations, covenants or understandings between the parties other than those expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year set forth below.

**Employee Resource Center, Inc.**

By: \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/202\_\_\_\_  
Steven F. Baue, President

**Village of Hobart**

By: \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/202\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_