



Village of Hobart  
 Village Office 2990 S. Pine Tree Rd, Hobart, WI  
[www.hobart-wi.org](http://www.hobart-wi.org) - [www.buildinhobart.com](http://www.buildinhobart.com)

Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Tuesday March 7<sup>th</sup> 2023 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 3<sup>rd</sup> day of March, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

## MEETING NOTICE – VILLAGE BOARD (Regular)

Date/Time: Tuesday March 7<sup>th</sup> 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.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. Pledge of Allegiance

### 4. PUBLIC HEARINGS

**A. PUBLIC HEARING - Implementing the GBMSD Local Annual Adjustment Policy and Establishing the 2023 Sewer Volume Rates (Page 3)**

**B. DISCUSSION AND ACTION – Resolution 2023-03 (A RESOLUTION IMPLEMENTING THE LOCAL ANNUAL ADJUSTMENT POLICY AND ESTABLISHING 2021 SEWER VOLUME RATES FOR THE HOBART SEWER UTILITY) (Page 4)**

This resolution would implement a 1 percent (\$0.07 per 1,000 gallons) decrease in sewer volume rates and establish a new sewer volume rate of \$8.14 per 1,000 gallons effective immediately.

**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 5); B. VILLAGE BOARD: Minutes of February 22<sup>nd</sup> 2023 (Regular) (Page 11)**

### 6. ITEMS REMOVED FROM CONSENT AGENDA

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

**A. PRESENTATION – Swearing in of Police Captain Brent Olson**

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

**A. INFORMATION – 2022 Mill Rate Analysis and Comparison (Page 13)**

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), an 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 16)**

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.

### 9. COMMITTEE REPORTS AND ACTIONS

### 10. OLD BUSINESS

**11. NEW BUSINESS****A. DISCUSSION AND ACTION - Establishment of an Updated Ambulance Service Agreement with County Rescue (Page 18)**

Village staff and County Rescue will present a proposal under which County Rescue would cap the population of Hobart and establish fee stability in an updated Ambulance Service Agreement and seek Board direction on moving forward with the implementation of the proposal.

**B. DISCUSSION AND ACTION - Occupancy of County Rescue in New Fire Station**

Village staff and County Rescue will present a proposal under which County Rescue would provide credit towards the Ambulance Service Agreement upon occupancy of space in the new Fire Station on South Pine Tree Road for the purpose of staffing an ambulance on an increased basis in Hobart, and seek Board direction on moving forward with the implementation of the proposal.

**C. DISCUSSION AND ACTION – Agreement between Hobart-Lawrence Police Department and LexisNexis (Page 21)**

This agreement has no budgetary impact, and is being requested and supported by Police Chief Renkas.

**D. DISCUSSION AND ACTION – Removal of Baseball Fencing at Pine Tree and Four Seasons Parks (Page 32)**

Under this proposal, the baseball fencing will be removed and stored at Four Seasons Park in anticipation of the construction of a new baseball field. The cost of the removal (\$9,000) is proposed to be paid out of the Park Fund.

**E. DISCUSSION - Items for future agenda consideration or Committee assignment****F. ADJOURN to 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
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

**G. CONVENE into open session****H. 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 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

Tuesday April 18<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

\* - Moved from Tuesday April 4<sup>th</sup> due to the Spring Election

NOTE: Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: [www.hobart-wi.org](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.



**VILLAGE OF HOBART - NOTICE OF PUBLIC HEARINGS**  
**March 7, 2023 (6:00 PM)**  
**2990 S. Pine Tree Rd. Hobart WI 54155**

The Hobart Village Board will hold a public hearing on March 7, 2023 at 6:00 pm. at the Village Office, 2990 S. Pine Tree Rd, Hobart, WI for the purpose of receiving public input on a proposed increase in sewer volume rates in accordance with a Village policy put in place to address increased rates from the Green Bay Metropolitan Sewerage District, Village operating costs, debt service, budget increases, and capital projects.

The new sewer volume rate as calculated by the Local Annual Adjustment Policy is summarized as follows:

1. What is the GBMSD percentage rate passed on to Hobart customers and what is its effective date?
  - a. 1.6% increase effective January 1, 2023.
2. How much more money is required in 2023 to cover GBMSD costs, operating costs, debt service, and contingency?
  - a. \$100,894.24
3. What is the expected increase in 2023 revenue due to an increase in the projected billing volume?
  - a. \$109,831.07
4. What is the required Village utility volume rate needed to support the annual operations?
  - a. (\$0.07)/1,000 gallons used
  - b. This a 1% decrease in rate
5. What is the quarterly and annual financial impact, expressed as a dollar amount, for the average residential sewer utility customer?
  - a. Average quarterly residential consumption in 2022 was 12,000 gallons.
  - b. Average residential impact is a decrease of \$0.84 per quarter and \$3.36 annually.
6. What is the date (quarter/year) the new local utility rates will go into effect?
  - a. Rates will go into effect beginning with the first quarter sewer billing of 2023.

All interested parties are invited to attend this hearing.

The Annual Adjustment Memorandum, including the above rate calculation method, will be available at the Village Office for public inspection starting February 7, 2023. Office hours are Monday through Friday from 7:30 a.m. to 4:00 p.m. The Village Board will take comments from the public and may act on the proposed sewer rates immediately following the public hearing.

Published February 10, 2023 and February 17, 2023  
 Katrina Bruecker, Hobart Clerk / Treasurer



## RESOLUTION 2023-03

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### A RESOLUTION IMPLEMENTING THE LOCAL ANNUAL ADJUSTMENT POLICY AND ESTABLISHING 2023 SEWER VOLUME RATES FOR THE HOBART SEWER UTILITY

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

**WHEREAS**, Village Ordinance Chapter 237 has established a public Utility to facilitate Village administration and enforcement of enabling State Statutes and Administrative Code(s) related to sewage treatment; and

**WHEREAS**, the Village Board of the Village of Hobart has developed a Local Annual Adjustment Policy to account for “pass-through” charges from the Green Bay Metropolitan Sewerage District to local Hobart Utility customers, which policy is attached to this Resolution, as well as other related day-to-day operational costs of the Utility and to address the long-term financial needs of the Utility; and

**WHEREAS**, within in the Local Annual Adjustment Policy, the Village Board is authorized to adjust local sewage charges by the devised method of calculation; and

**WHEREAS**, Hobart residents expect a transparent, public process by which Utility customers are informed of proposed changes to the sewer rate structure; and

**WHEREAS**, the Village Board held a public hearing on the proposed rate decrease on March 7<sup>th</sup> 2023; and

**WHEREAS**, the Village Board wishes to avoid volatile Utility rates and/or the need to subsidize the Utility with other revenue sources such as the general property tax levy;

**THEREFORE, BE IT RESOLVED THAT**, the Village of Hobart Board of Trustees, based on the calculation method of the policy described above, implements a one (1) percent (\$0.07 per 1,000 gallons) decrease in sewer volume rates, and establishes a new sewer volume rate of \$8.14 per 1,000 gallons effective immediately. Said rate will remain in effect until changed by subsequent Board Resolution.

Adopted this 7<sup>th</sup> day of March, 2023

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

Attest:

\_\_\_\_\_  
Katrina Bruecker, Village Clerk / Treasurer

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

3/01/2023 11:56 AM

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ACCT

ALL BANK ACCOUNTS

Dated From: 3/07/2023 From Account:  
 Thru: 3/07/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
57760	3/07/2023	A. G. EXCAVATING INC STORM SEWER INLET HEYERDAHL HEIGHTS	6,448.00
57761	3/07/2023	ADVANCE AUTO PARTS MULTIPLE INVOICES PUBLIC WORKS	314.86
57762	3/07/2023	ANDREW STUMBRAS ELECTION 2/21/2023	82.50
57763	3/07/2023	ASHWAUBENON AUTO REPAIR LLC MULTIPLE INVOICES	103.92
57764	3/07/2023	AT&T WATER BOOSTER STATION	264.93
57765	3/07/2023	BAY EAST ANIMAL HOSPITAL K-9S- JAX & BAX TREATMENT	423.49
57766	3/07/2023	BAYSIDE PRINTING LLC ABSENTEE ENVELOPES #14 KRAFT	519.25
57767	3/07/2023	BRANDO & JACQUELINE HENTGES REFUND CLOSED UTILITY ACCT#0479-03	184.38
57768	3/07/2023	BRIAN RUECHEL FEBRUARY ACCOUNTING SERVICES	4,394.25
57769	3/07/2023	CAROL BOYEA ELECTION 2-21-2023	71.50
57770	3/07/2023	CELLCOM GREEN BAY MSA CELLPHONES & DATA LINES	636.32
57771	3/07/2023	CONWAY SHIELD INC. FIRE DEPARTMENT	69.50
57772	3/07/2023	COUNTRY VISIONS COOPERATIVE FIELDMASTER FUEL	2,106.00
57773	3/07/2023	CULLIGAN GREEN BAY FIRESTATION	50.83
57774	3/07/2023	CYNDE CARLEY ELECTION FEBRUARY 21, 2023	162.25
57775	3/07/2023	DEEANN SANDERS ELECTION 2/21/2023	68.75
57776	3/07/2023	DELTA DENTAL OF WISCONSIN DENTAL AND VISION PREMIUMS MARCH	1,913.93
57777	3/07/2023	ELAINE D. WILLMAN CONSULTING SERVCIES FOR FEBRUARY 23	1,000.00
57778	3/07/2023	ERC INC MONTHLY EAP SERVICES	258.33

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ACCT

ALL BANK ACCOUNTS

Dated From: 3/07/2023

From Account:

Thru: 3/07/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
57779	3/07/2023	FAIR MARKET ASSESSMENTS ASSESSOR FEES MARCH	2,910.00
57780	3/07/2023	FASTENAL COMPANY GRADE 8 FASTENERS	88.74
57781	3/07/2023	FIRE-RESCUE SUPPLY, LLC TNT RESCUE TOOLS PREV. MAINTENANCE	715.00
57782	3/07/2023	GARY LEWIS ELECTION 2-21-2023	82.50
57783	3/07/2023	GAT SUPPLY INC. MULTIPLE INVOICES	290.76
57784	3/07/2023	GENERAL CODE LLC SUPPLEMENT #15	2,176.13
57785	3/07/2023	GFL - GFL SOLID WASTE MIDWEST LLC REFUSE & RECYCLING COLLECTION FEBRUARY	21,610.47
57786	3/07/2023	GREEN BAY HIGHWAY PRODUCTS LLC GUARDRAIL PANEL & POSTS	3,261.16
57787	3/07/2023	GSB -GLATFELTER SPECIALTY BENEFITS INSURANCE PREMIUMS FIRE DEPT	1,055.28
57788	3/07/2023	HUB INTERNATIONAL MIDWEST LTD BOND AMOUNTS	600.00
57789	3/07/2023	IRON MOUNTAIN SHREDDING SERVICE	64.37
57790	3/07/2023	JEANNE ZEITLER ELECTION 2-21-2023	82.50
57791	3/07/2023	JOAN PETERS ELECTION 2-21-2023	178.25
57792	3/07/2023	JOHN'S JOHNS RENTALS FOR WATER MAIN BREAK PARK DRIVE	625.00
57793	3/07/2023	LIZ WILKE ELECTION 2/21/2023	71.50
57794	3/07/2023	MARCO TECHNOLOGIES LLC CONTRACT & USAGE CHARGES	113.42
57795	3/07/2023	MARY BAEB ELECTION 2-21-2023	162.25
57796	3/07/2023	MCC, INC. PAY REQUEST #2 STREET & DRAIN 2320-22-02	161,070.16
57797	3/07/2023	MCCCLONE 1/1/22 CHANGE TO EXP MOD TO 1.48	1,960.00

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Thru Account:

Check Nbr	Check Date	Payee	Amount
57798	3/07/2023	MIDWEST METER INC. 1 1/2" E-SERIES ORION REMOTE & FLANGE C	3,435.00
57799	3/07/2023	NANCY VANSTRATEN CENTRAL COUNT ELECTION FEBRUARY 2023	71.50
57800	3/07/2023	OCC HEALTH CENTERS OF THE SOUTHWEST, P.A. ACCT#N26-0960282385	59.00
57801	3/07/2023	PACKERLAND VETERINARY CENTER LTD STRAY INTAKE	180.00
57802	3/07/2023	PERSONNEL EVALUATION INC EVALUATION TESTING - 5	125.00
57803	3/07/2023	ROBERT E. LEE & ASSOCIATES INC. 2022 VILLAGE BRIDGE INSPECTIONS	520.00
57804	3/07/2023	SHOWROOM DETAILING LLC FULL DETAIL / LETTERING REMOVAL GB67316	400.00
57805	3/07/2023	STEVE REYNEN REIMBURSEMENT BOOTS 194880-76170-7	105.50
57806	3/07/2023	SUE VANBEEK ELECTION 2/21/2023	71.50
57807	3/07/2023	TECHNOLOGY ARCHITECTS INC. MULTIPLE INVOICES	25,090.29
57808	3/07/2023	TERRY LEWIS ELECTION 2-21-2023	82.50
57809	3/07/2023	TORI BOYEA ELECTION 2-21-2023	159.50
57810	3/07/2023	TRUCK EQUIPMENT INC 1/2" SETQUICK COUPLER & SOLENOID	45.03
57811	3/07/2023	UNITED HEALTHCARE HEALTH PREMIUM	28,908.70
57812	3/07/2023	VIRGINIA BECKS FEBRUARY 23-2023 CENTRAL COUNT ELECTION	71.50
57813	3/07/2023	WPS ST LGHT RND ABOUT TRIANGLE AT TS	73.01
ERICA VISA	3/07/2023	AMAZON - VISA ELECTION SUPPLIES	40.09
		Manual Check	
JERRY-VISA	3/07/2023	FLEET FARM - VISA SUPPLIES BUILDINGS, FIRE DEPT, DPW	257.59
		Manual Check	
ERICA - VISA	3/07/2023	AMAZON - VISA ELECTION PEN HOLDERS	28.68
		Manual Check	

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Dated From: 3/07/2023 From Account:  
 Thru: 3/07/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
ERICA - VISA	3/07/2023	OFFICEMAX/DEPOT ==VISA	16.86
	Manual Check	FRM,RND 8.5X11	
ERICA - VISA	3/07/2023	D2 HOBART - VISA	60.00
	Manual Check	CHRISTMAS PARTY	
ERICA - VISA	3/07/2023	MCC HOBART PRESS - VISA	84.00
	Manual Check	SUBSCRIPTION TO PRESS FOR 2-YEARS	
ERICA - VISA	3/07/2023	WI CODE OFFICIALS ALLIANCE - VISA	600.00
	Manual Check	BUILDING INSPECTION CODE UPDATES	
ERICA - VISA	3/07/2023	DOA - DOC SALES - VISA	830.86
	Manual Check	BUILDING PERMIT STATE SEALS	
ERICA - VISA	3/07/2023	BAKERS OUTLET - VISA	53.98
	Manual Check	ADMINISTRATORS MEETING	
ERICA - VISA	3/07/2023	DOLLAR TREE - VISA	12.84
	Manual Check	CHRISTMAS PARTY	
ERICA - VISA	3/07/2023	PROTEA FLOWER BOUTIQUE - VISA	100.00
	Manual Check	FUNERAL ARRANGEMENT	
ERICA - VISA	3/07/2023	MAILCHIMP - VISA	47.00
	Manual Check	HEADLINES	
ERICA - VISA	3/07/2023	WALMART - VISA	6.69
	Manual Check	WATER	
ERICA - VISA	3/07/2023	LOCAL GOVERNMENT EDUCATION - VISA	499.00
	Manual Check	CLERK-TREASURER INSTITUTE K. BRUECKER	
ERICA - VISA	3/07/2023	CRYSTAL COFFEE CAFE - VISA	83.76
	Manual Check	JANUARY 26,2023	
JERRY - VISA	3/07/2023	AMAZON - VISA	106.92
	Manual Check	BATTERY CHARGER	
JERRY - VISA	3/07/2023	AMAZON - VISA	43.46
	Manual Check	PRESSURE GAUGE - 2 WATER DEPARTMENT	
JERRY - VISA	3/07/2023	MENARDS - VISA	20.94
	Manual Check	BUILDING SUPPLIES	
JERRY - VISA	3/07/2023	DSPS - VISA	183.60
	Manual Check	TRAINING R. BIESE	
JERRY - VISA	3/07/2023	AMAZON - VISA	62.47
	Manual Check	VALVE ASSEMBLY AND WATER SEAL KIT	
RANDY - VISA	3/07/2023	CANVA	50.00
	Manual Check	BUSINESS CARDS- M. RENKAS - 500	
RANDY - VISA	3/07/2023	AMAZON - VISA	82.94
	Manual Check	MULTIPLE SUPPLY PURCHASES	



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From Account:

Thru: 3/07/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
RANDY - VISA	3/07/2023	AMAZON - VISA	53.86
	Manual Check	GLOVES - POLICE DEPT.	
RANDY - VISA	3/07/2023	AMAZON - VISA	41.89
	Manual Check	SEALING SOLUTION - GENERAL SUPPLY	
RANDY - VISA	3/07/2023	ALCO PRO - VISA	164.97
	Manual Check	ALCO-SENSOR FST MOUTHPIECE - 500 POLICE	
RANDY - VISA	3/07/2023	AMAZON - VISA	49.95
	Manual Check	DATA HUBS - 5	
RANDY - VISA	3/07/2023	AMAZON - VISA	112.39
	Manual Check	POLICE SUPPLIES	
RANDY - VISA	3/07/2023	AMAZON - VISA	21.09
	Manual Check	FLASH DRIVES - COURT	
RANDY - VISA	3/07/2023	AMAZON - VISA	22.65
	Manual Check	BATTERIES - POLICE	
RANDY - VISA	3/07/2023	AMAZON - VISA	4.59
	Manual Check	GENERAL SUPPLY - LARGE RUBBER BANDS	
RANDY - VISA	3/07/2023	DEPERE - BADGER STORAGE. - VISA	88.00
	Manual Check	STORAGE - POLICE - ITEM #64116737	
RANDY - VISA	3/07/2023	KALAHARI - VISA	198.00
	Manual Check	MICHAEL RENKAS CONFERENCE R7J3NSV0L	
RANDY - VISA	3/07/2023	MENARDS - VISA	26.92
	Manual Check	K-9 SUPPLY EXPENSE - JAX	
		Grand Total	279,644.50

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Dated From: 3/07/2023

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Thru: 3/07/2023

Thru Account:

Amount

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Total Expenditure from Fund # 001 - General Fund	109,362.09
Total Expenditure from Fund # 002 - Water Fund	4,464.21
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	912.32
Total Expenditure from Fund # 004 - Capital Projects Fund	-30,373.60
Total Expenditure from Fund # 006 - K-9 Fund	450.41
Total Expenditure from Fund # 007 - Storm Water Fund	193,364.34
Total Expenditure from Fund # 008 - TID #1 Fund	732.37
Total Expenditure from Fund # 009 - TID #2 Fund	732.36
Total Expenditure from all Funds	279,644.50



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

**Date/Time: Wednesday February 22<sup>nd</sup> 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 6:00 pm. Rich Heidel, David Dillenburg, Vanya Koepke were present. Tammy Zittlow and Tim Carpenter were absent and excused.
2. Certification of the open meeting law agenda requirements and approval of the agenda – ACTION: To certify the open meeting law agenda requirements and approval of the agenda, moving Agenda item 10-A to follow item 7-D MOTION: Heidel SECOND: Koepke VOTE: 3-0
3. Pledge of Allegiance - Those present recited the Pledge of Allegiance.

### **4. PUBLIC HEARINGS** - None

**5. CONSENT AGENDA** - A. Payment of Invoices; B. VILLAGE BOARD: Minutes of February 7th 2023; C. PUBLIC WORKS AND UTILITIES ADVISORY COMMITTEE: Minutes of January 9th 2023 D. APPOINTMENT: Glenn Severson to the Brown County Planning Commission (for a term expiring on March 1st 2026) (Appointment by Board President Heidel) ACTION: To approve the Consent Agenda MOTION: Koepke SECOND: Dillenburg VOTE: 3-0

### **6. ITEMS REMOVED FROM CONSENT AGENDA** - None

### **7. CITIZENS' COMMENTS, RESOLUTIONS AND PRESENTATIONS**

Leroy Schlorf Jr. (1416 Riverdale Drive) and Donna Severson (362 Crosse Point Court) had questions about the recent water break in the Indian Trails subdivision.

**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)** – Administrator Kramer outlined the anticipated bond repayment schedules and timetable for this bond issue and the other in the subsequent resolutions. ACTION: To suspend the rules MOTION: Heidel SECOND: Dillenburg VOTE: 3-0. Severson had several questions related to the bonds and the projected closing times of the two Tax Incremental Districts. ACTION: To return to normal meeting rules MOTION: Heidel SECOND: Koepke VOTE: 3-0 ACTION: To approve Resolution 2023-04 MOTION: Heidel SECOND: Koepke VOTE: 3-0

**B. DISCUSSION AND ACTION – Resolution 2023-05 (Resolution Providing for the Sale of \$3,500,000 General Obligation Community Development Bonds, Series 2023A)** - ACTION: To approve Resolution 2023-05 MOTION: Dillenburg SECOND: Heidel VOTE: 3-0

**C. DISCUSSION AND ACTION – Resolution 2023-06 (Initial Resolution Authorizing \$4,900,000 General Obligation Bonds for Fire Station Projects)** - ACTION: To approve Resolution 2023-06 MOTION: Heidel SECOND: Koepke VOTE: 3-0

**D. DISCUSSION AND ACTION – Resolution 2023-07 (Resolution Providing for the Sale of \$4,900,000 General Obligation Fire Station Bonds, Series 2023B)** - ACTION: To approve Resolution 2023-07 MOTION: Dillenburg SECOND: Koepke VOTE: 3-0

### **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)** - 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. Kramer noted that he had received and shared with the Board prior to the meeting one email in opposition to the proposed change from Bob Zemple. ACTION: To approve Ordinance 2023-003 MOTION: Dillenburg SECOND: Heidel VOTE: 3-0

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

**A. INFORMATION – 2022 Mill Rate Analysis and Comparison** – Due to the inclement weather, Kramer said he would discuss this item at the March 7<sup>th</sup> Board meeting.

**B. INFORMATION - 2022 Brown County Recycling Composition Report (Village of Hobart)** - Due to the inclement weather, Kramer said he would discuss this item at the March 7<sup>th</sup> Board meeting.

**D. INFORMATION – 2022 Hobart-Lawrence Police Department Final Report** – No action was taken.

**C. INFORMATION – January 2023 Hobart-Lawrence Police Department Monthly Report** - No action was taken.

Kramer informed that a Snow Emergency would go into effect this evening, through 6 PM Thursday, due to the winter storm, and that the Village Office would be closed tomorrow (Thursday February 23<sup>rd</sup>).

## **9. COMMITTEE REPORTS AND ACTIONS** - None

## **11. NEW BUSINESS**

**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** – ACTION: To schedule the public hearing be held at the March 21<sup>st</sup> Board meeting MOTION: Heidel SECOND Koepke VOTE: 3-0

**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** - ACTION: To schedule the public hearing be held at the March 21<sup>st</sup> Board meeting MOTION: Heidel SECOND Koepke VOTE: 3-0

**C. DISCUSSION AND ACTION – 3-Year Service Agreement with Primadata LLC and Bayside Printing LLC** - This contract is for the printing of the Village's utility bills, and is the same price as the previous contract. ACTION: To approve the service agreement MOTION: Heidel SECOND: Koepke VOTE: 3-0

**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. ACTION: To approve the purchase of five new radios for \$34,489.77 (Motorola) MOTION: Dillenburg SECOND: Heidel VOTE: 3-0

**E. DISCUSSION - Items for future agenda consideration or Committee assignment** – Kramer said there would be a public hearing on the proposed sewer rate adjustment at the March 7<sup>th</sup> meeting, and a presentation involving County Rescue.

ACTION: To take a 5-minute recess prior to closed session (6:44 PM) MOTION: Heidel SECOND: Koepke VOTE: 3-0

**F. ADJOURN to CLOSED SESSION (6:49 PM):** ACTION: To go into closed session 1) Under Wisconsin State Statute 19.85 (1) (e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session RE: Sale of Property/TID Projects/Development Agreements, and 2) Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation MOTION: Heidel SECOND: Dillenburg VOTE: 3-0

**G. CONVENE into open session (7:00 PM)** – MOTION: Heidel SECOND: Koepke VOTE: 3-0

**H. ACTION from closed session** - None

**12. ADJOURN (7:00 PM)** – MOTION: Heidel SECOND: Dillenburg VOTE: 3-0

Submitted by Aaron Kramer, Village Administrator

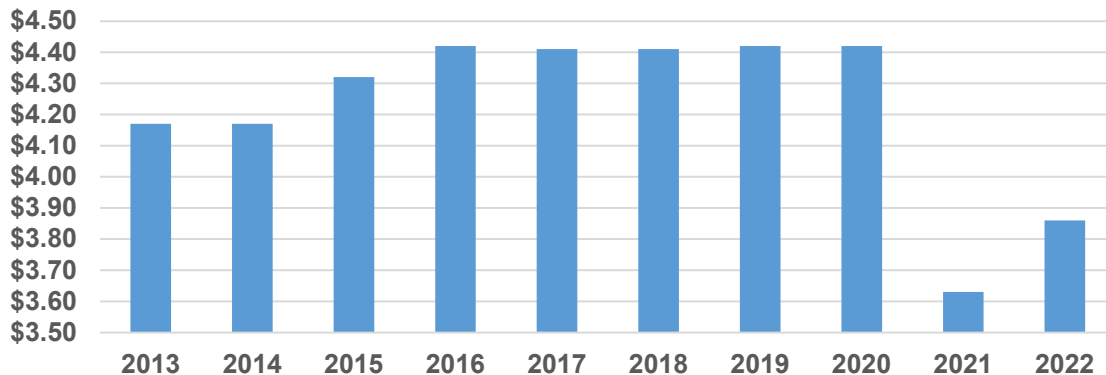


**TO:** Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** Mill Rate Comparison  
**DATE:** February 22<sup>nd</sup> 2023

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.

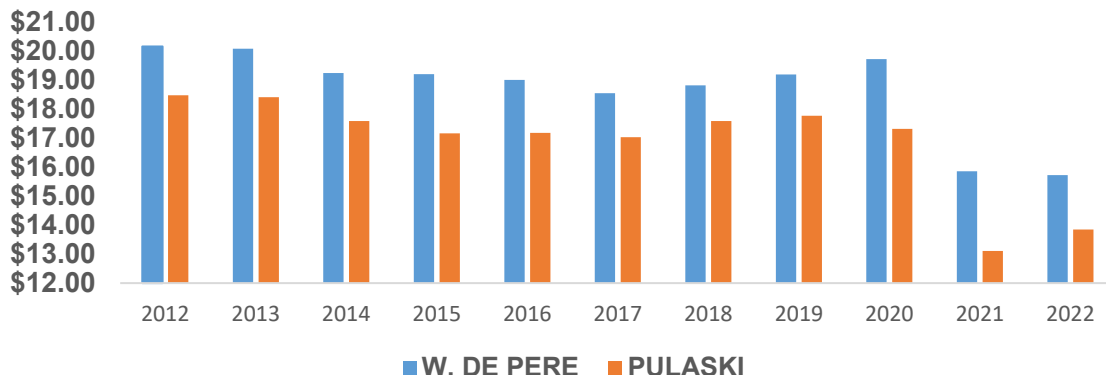
**HOBART MILL RATE HISTORY**



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.

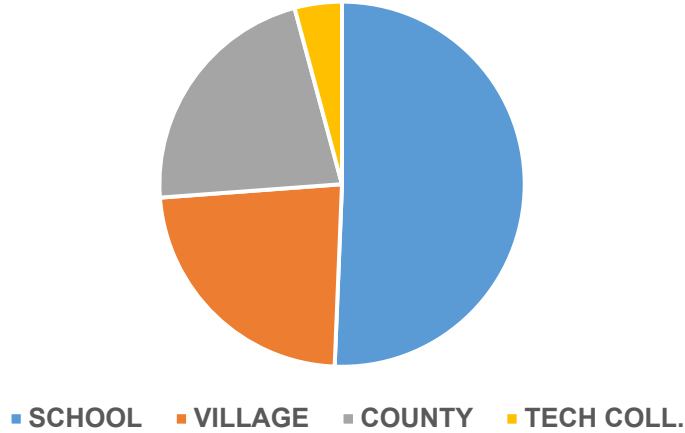
**Overall Mill Rates by School District**



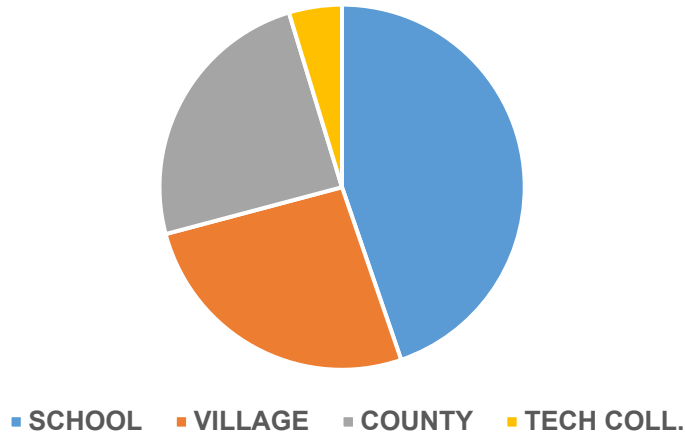
MILL RATE BY GOVERNMENTAL UNIT

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  
WHERE YOUR TAXES GO**



**PULASKI  
WHERE YOUR TAXES GO**



**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>	<b>\$20.21</b>	<b>\$20.52</b>	<b>\$21.02</b>	<b>\$16.86</b>	<b>\$16.66</b>
(State Credit)	(\$1.38)	(\$1.31)	(\$1.27)	(\$1.00)	(\$0.93)
<b>NET TAX</b>	<b>\$18.83</b>	<b>\$19.21</b>	<b>\$19.74</b>	<b>\$15.86</b>	<b>\$15.73</b>

**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>	<b>\$18.98</b>	<b>\$19.09</b>	<b>\$18.60</b>	<b>\$14.11</b>	<b>\$14.79</b>
(State Credit)	(\$1.38)	(\$1.31)	(\$1.27)	(\$1.00)	(\$0.93)
<b>NET TAX</b>	<b>\$17.60</b>	<b>\$17.78</b>	<b>\$17.33</b>	<b>\$13.11</b>	<b>\$13.85</b>

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

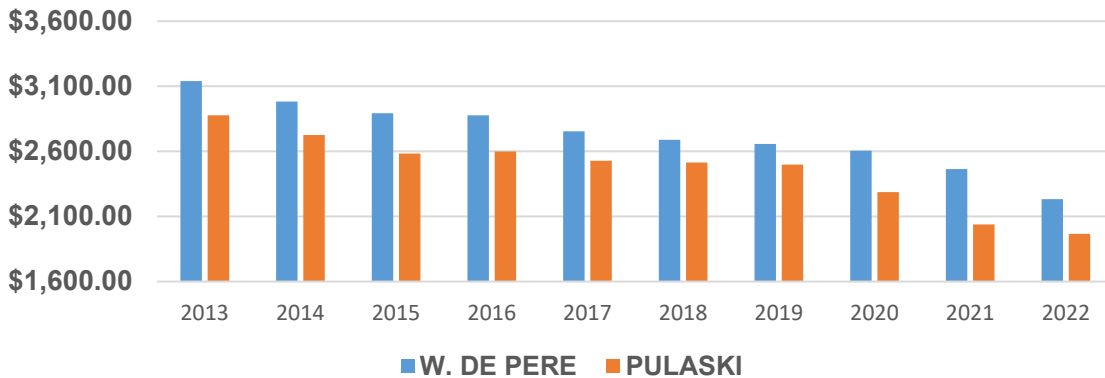
Hobart’s mill rate has consistently remained below the average mill rate for the nine (9) Villages in Brown County. It is 31 percent below the countywide average mill rate (\$5.36), and is the third-lowest mill rate among the villages.

VILLAGE	2015	2016	2017	2018	2019	2020	2021	2022
<b>HOBART</b>	\$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)
<b>AVERAGE</b>	<b>\$5.46</b>	<b>\$5.55</b>	<b>\$5.59</b>	<b>\$5.71</b>	<b>\$5.85</b>	<b>\$5.67</b>	<b>\$5.36</b>	<b>\$5.56</b>

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 &amp; 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



## PORT &amp; RESOURCE RECOVERY DEPARTMENT

Brown County

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
<b>All Material Recycled</b>	<b>712.35</b>

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

Foam PS packaging was not collected (waiver)

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



**TO:** Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** Ambulance Services  
**DATE:** March 7<sup>th</sup> 2023

**AMBULANCE SERVICE AGREEMENT**

We are using the following assumptions for this model: 1) 2 percent population growth (2023-2029), 1 percent population growth (2030-40); and (2) 2.5% COLA increase in municipal rate (2023-27), 5% COLA increase (2028-40)

YEAR	RATE	POPULATION	CONTRACT
2023	\$13.64	10,486	\$143,029.04
2024	\$13.98	10,696	\$149,530.08
2025	\$14.33	10,910	\$156,340.30
2026	\$14.69	11,127	\$163,455.63
2027	\$15.06	11,350	\$170,931.00
2028	\$15.81	11,577	\$183,032.37
2029	\$16.60	11,809	\$196,029.40
2030	\$17.43	12,045	\$209,944.35
			<b>\$1,372,292.17</b>

YEAR	RATE	POPULATION	CONTRACT
2031	\$18.30	12,165	\$222,619.50
2032	\$19.22	12,287	\$236,156.14
2033	\$20.18	12,410	\$250,433.80
2034	\$21.19	12,534	\$265,595.46
2035	\$22.24	12,659	\$281,536.16
2036	\$23.36	12,786	\$298,680.96
2037	\$24.52	13,043	\$319,814.36
2038	\$25.74	13,174	\$339,098.76
2039	\$27.02	13,305	\$359,501.10
2040	\$28.37	13,438	\$381,236.06
			<b>\$2,954,672.30</b>

The projected total cost for ambulance service for this time period, with the assumptions above, is \$4,326,964.47.

**PROPOSED CHANGE IN FORMULA (2023-2030)**

The population multiple will be “frozen” at 10,000 from 2024-2030, and the COLA increase in the municipal rate will be increased to 5 percent for the same time period.

**CURRENT PROJECTIONS**

YEAR	RATE	POPULATION	CONTRACT
2023	\$13.64	10,000	\$136,400.00
2024	\$14.32	10,000	\$143,200.00
2025	\$15.04	10,000	\$150,400.00
2026	\$15.79	10,000	\$157,900.00
2027	\$16.58	10,000	\$165,800.00
2028	\$17.41	10,000	\$174,100.00
2029	\$18.28	10,000	\$182,800.00
2030	\$19.19	10,000	\$191,900.00
			<b>\$1,302,500.00</b>

**PROJECTIONS WITH NEW FORMULA**

YEAR	RATE	POPULATION	CONTRACT
2031	\$20.15	10,000	\$201,500.00
2032	\$21.16	10,000	\$211,600.00
2033	\$22.22	10,000	\$222,200.00
2034	\$23.33	10,000	\$233,300.00
2035	\$24.50	10,000	\$245,000.00
2036	\$25.72	10,000	\$257,200.00
2037	\$27.01	10,000	\$270,100.00
2038	\$28.36	10,000	\$283,600.00
2039	\$29.77	10,000	\$297,700.00
2040	\$31.26	10,000	\$312,600.00
			<b>\$2,534,800.00</b>

The projected total cost for ambulance service for this time period, with the assumptions above, is \$3,837,300.00. This is a \$489,664.47 savings over the current contract.

#### PROPOSED CHANGE IN FORMULA (2031-2040)

If the population of the 2030 census does not exceed 15,000, the population multiple will remain at 10,000. If the population of the 2030 census exceeds 15,000, the population multiple will be increased to 12,500.

### **SPACE USAGE CREDIT**

#### SHARED OCCUPANCY

County Rescue occupancy needs:

<b>Rooms</b>	<b>Approximate Square Footage</b>
Dorm Rooms (122, 124, 126)	324
Garage Storage Closet (135)	162
Kitchen/ Lounge- 50% (115)	346
Laundry- 50% (121)	36
Bathrooms- 50% (123, 125)	64
Apparatus Bay (133, Bay 1)	1,530
<b>TOTAL</b>	<b>2,462</b>

Four parking spaces for employee parking will be designated to County Rescue Service as determined by the Municipality.

Additional needs:

- Building access
- Internet access
- Access to patch into building technology
- Security of spaces

#### COMPENSATION

The Village of Hobart will receive a credit on its annual payment for County Rescue - Credit to be determined based on square footage and market values.

### **MISCELLANEOUS NOTES**

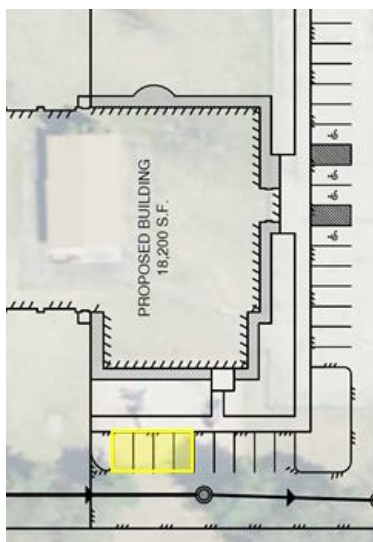
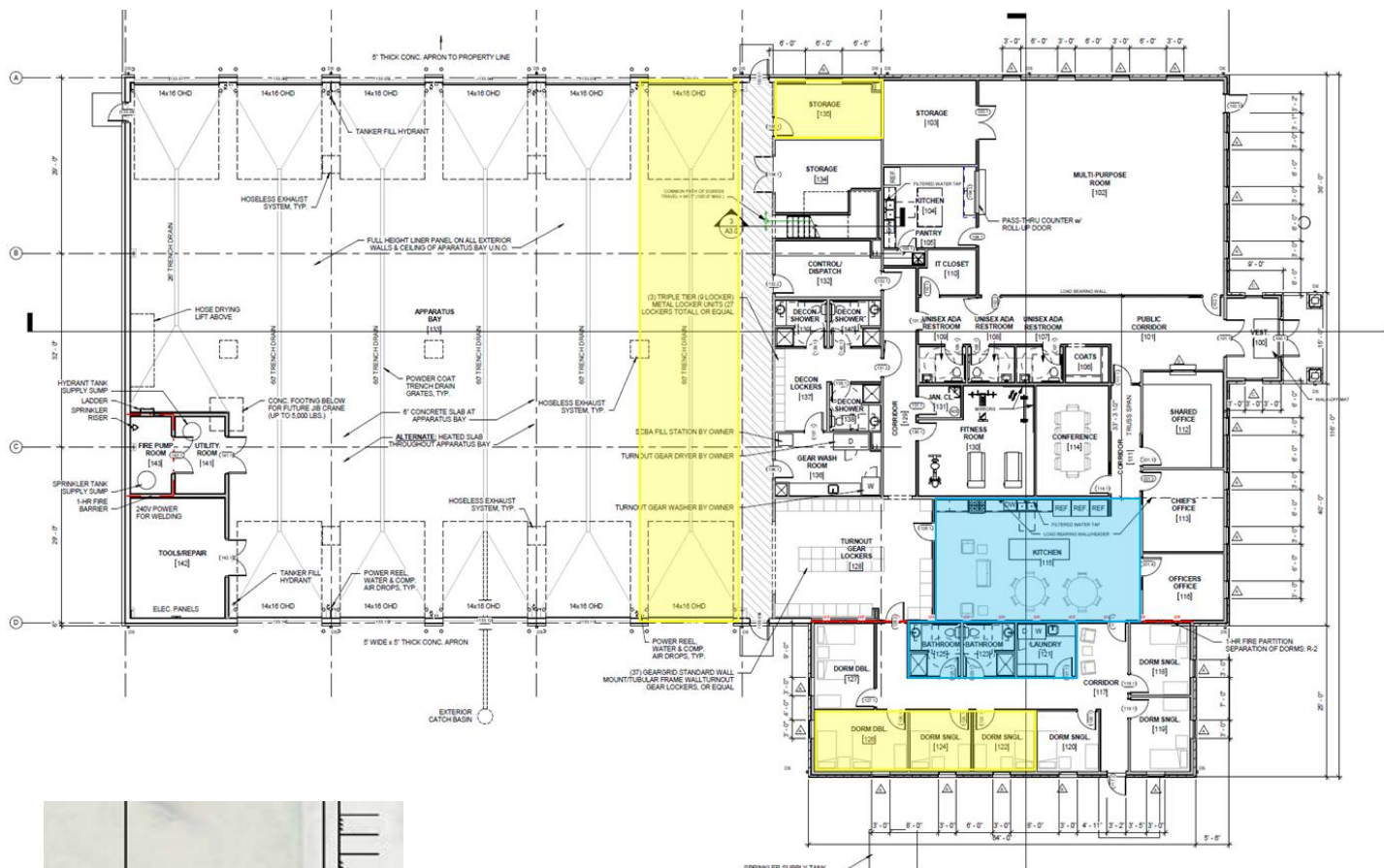
#### TERM

- Will commence when County Rescue occupies the space
- Expires at 11:59p on December 31, 2040, unless otherwise modified or terminated
- If the Ambulance Service Agreement is terminated, the Occupancy Agreement would be terminated and County Rescue will vacate upon termination date

### **FUTURE BOARD ACTION**

If the Board is in agreement on the general terms of this proposal, we would like to proceed to the final calculations for the Space Usage Credit, as well as the drafting of the necessary legal agreements and documents to bring back to the Board for final approval.

# County Rescue Service: Space Needs Analysis- Hobart Fire Station #1



## Rooms

## Approximate Square Footage

Dorm Rooms (122, 124, 126)	324
Garage Storage Closet (135)	162
Kitchen/ Lounge- 50% (115)	346
Laundry- 50% (121)	36
Bathrooms- 50% (123, 125)	64
Apparatus Bay (133, Bay 1)	1,530

Total approximate square footage occupied by County Rescue- 2,462

Four parking spaces for employee parking will be designated to County Rescue Service as determined by Municipality

## Additional Needs

- Door access
- Ability to access and connect to internet
- Separate lock on garage storage room
- Ability to isolate our phone systems
  - Access to data room in order to patch in our phone/ computer system
- Data jacks for our phone system in areas of occupancy

## LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and Hobart-Lawrence Police Department, with its principal place of operations at 2990 S. Pine Tree Road, Hobart, WI 54155 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

### 1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

### 2. LICENSE AND RESTRICTIONS.

**2.1. License Grant and License Restrictions.** Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (c) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (g) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

**2.2. Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3. Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

### **3. SUPPORT AND MAINTENANCE.**

- 3.1. Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

- 3.2. Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

- 3.3. On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

### **4. FEES.**

- 4.1. Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

**4.1.1. Disputes.** In the event Agency has a good faith dispute on all or a portion of an unpaid invoice (“**Dispute**”), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement (“**Dispute Notice**”). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider’s receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency’s RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

**4.2. Fees due to Agency.** Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports (“**Agency Fee**”) purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency’s designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center (“**Command Center**”) administration portal and/or its successor.

**4.2.1.** No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider ; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

**4.3. Fees retained by Provider.** Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor (“**Convenience Fee**”) which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

## 5. CONTRIBUTION/DISTRIBUTION.

- 5.1.** Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies (“**Participating Agencies**”) accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.
- 5.2.** For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities (“**Authorized Requestors**”) and other authorized law enforcement entities (“**Agency Requestors**”) in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this



Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

## 6. TERMS AND TERMINATION.

- 6.1. Term.** This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.
- 6.2. Termination.**
- 6.2.1.** Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2.** Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3.** Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.
- 6.3. Effect of Termination.** Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

## 7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act.** Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R.



Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

## 8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's

Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

- 8.7. Injunctive Relief.** In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other.** During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

## 9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

## 10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

## 11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

## 12. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "**Indemnified Parties**") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the Indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "**Indemnifying Parties**"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

**13. LIMITATION OF LIABILITY.**

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

**14. FORCE MAJEURE.**

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

**15. NOTICES.**

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

**16. MISCELLANEOUS.**

- 16.1. Affiliates.** For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.
- 16.2. Independent Contractor/No Agency.** Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 16.3. Assignment.** Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.
- 16.4. Headings, Interpretation, and Severability.** The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16.5. Waiver; Remedies Non-Exclusive.** No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6. Survival.** Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider’s continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider’s consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9. Governing Law. The Agreement will be governed by and construed under the laws of the State of Wisconsin excluding its conflict of law rules.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Hobart-Lawrence Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: William S. Madison

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

Title: Executive Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
  - (a) provide immediate written notice to:
    - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
    - (ii) via email to (security.investigations@lexisnexis.com); or
    - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
  - (b) promptly investigate the situation; and
  - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
  - (d) if required by law, or in Provider' discretion, Agency shall:
    - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
    - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
  - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
  - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

**Order No. 1**  
**eCommerce Services**

This Order No. 1 (“**Order**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Order Effective Date**”) between Hobart-Lawrence Police Department (“**Agency**”) and LexisNexis Coplogic Solutions Inc. (“**Provider**”) and subject to the terms and conditions of the Law Enforcement Agreement effective \_\_\_\_\_, 20\_\_ (“**Agreement**”) between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency’s crash reports online and to distribute data extracted from the Reports via Provider’s eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency’s technology capabilities, processes, and work-flow functionality:
  - 3.1 Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency’s Reports.
  - 3.2 Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
  - 3.3 Provide Report distribution services as set forth in Section 5 of the Agreement.
  - 3.4 Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.
  - 3.5 Notwithstanding Section 2.1(g) of the Agreement, Agency may provide access to Agency’s reports and information through command center to government employees with a need to know such information
  - 3.6 Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency’s Reports by Participating Agencies and, in return, shall receive access to Participating Agencies’ Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
  - 3.7 As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles (“**DMV Data**”) and that such DMV Data may be governed by the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “**DPPA**”), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
XX	2.	Use by a government agency, but only in carrying out its functions.

1.1. Other Services: \_\_\_\_\_

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months (“**Initial Term**”), whereupon this Order shall automatically renew for additional twelve (12) month periods (“**Renewal Term**”) unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is write out agency fee ex: Five Dollars and 00/100) (\$write out agency fee in decimal ex: \$5.00). There shall be no fee to Agency for the Services.

- 5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
- a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
  - b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
  - c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
  - d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

**IN WITNESS WHEREOF**, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Hobart-Lawrence Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: William S. Madison

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

Title: Executive Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Quote

Fortress Fence  
1225 Lakeview Drive  
Green Bay, WI 54313



<b>Quote To:</b>	<b>Project Location:</b>	Quote #: 15643
VILLAGE OF HOBART PUBLIC WORKS	BALLFIELD FENCE REMOVALS	Quote Date: 3/1/2023
3769 N. OVERLAND ROAD	2703 S PINE TREE ROAD	
HOBART, WI 54155	4 SEASONS DRIVE	
	HOBART, WI 54155	

## Description

### PINE TREE PARK AND FOUR SEASONS PARK FENCE REMOVALS

Remove the ballfield fence at Pine Tree and Four Seasons parks. All the removed material will stacked up and remain onsite. Any holes left from post removal to be filled by others. Pine Tree Park removal to be done by March 10th. Four Seasons removal to be done later in spring.

**PINE TREE PARK TOTAL.....\$5,100.00**

**FOUR SEASONS PARK TOTAL.....\$3,900.00**

Excludes Private Utility Locate

Quote Valid For 15 days

**Buyer's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Submitted by:**

*Jason Plate*

**Change**

**Acceptance:**

This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties. If the project is cancelled upon agreement and special materials are purchased, the customer will be charged for 25 % of the material cost for restocking plus shipping. The conditions on the attached 'Terms and Conditions' are made a part of this contract.

Jason Plate

**Office:** 920-857-2624

**Cell:** 920-360-6398

**Email:** jplate@ffence.com

**Terms of Payment:** Net Cash upon receipt of invoice.