



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

MEETING NOTICE – VILLAGE BOARD (Regular)

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

Location: Hobart 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 July 16th 2024 (Regular) (Page 8); C. SITE REVIEW COMMITTEE: Minutes of June 19th 2024 (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)

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

9. COMMITTEE REPORTS AND ACTIONS

A. DISCUSSION AND ACTION - Revised landscape plan for Fire Station (2703 S. Pine Tree Rd., HB-83-1) (Page 13)

The Village Fire Station, located at 2703 S. Pine Tree Rd., was recently constructed and Village Staff has been working with adjoining property owners to provide a landscape buffer between the new Fire Station complex and the adjoining residential properties. This request was for the review of the revised landscape plan for the west complex. (Site Review Committee)

10. OLD BUSINESS

A. DISCUSSION AND ACTION – Hobart-Lawrence Police Department Personnel Manual (Page 17)

These guidelines are offered to help employees understand what is expected of them in an effort to create a workplace that makes it possible for employees to maximize their potential and achieve professional growth. The purpose of these guidelines is to reduce misunderstandings, promote uniformity of policy/procedure throughout the department, and provide employees with a clear outline of employee benefits. This is the second reading for this proposal.

B. DISCUSSION AND ACTION – Hobart-Lawrence Police Department Career Development Program (Page 50)

The primary purpose of this policy and procedure is to establish guidelines for administering a career development program referencing application of the Village of Hobart's policy entitled Village Pay Plan and Program specifically concerning the Hobart-Lawrence Police Department. The policy will also address continuing education by employees. This is the second reading for this proposal.

11. NEW BUSINESS

A. DISCUSSION AND ACTION – Hobart-Lawrence Police Department Building Concept (Page 61)

Under the proposal, Lawrence is planning a new Fire Station, with building space being provided to the police department for several offices and parking. Hobart would then build their own standalone public safety center, likely in 2028, which would house the police department and all its needs.

B. DISCUSSION AND ACTION – Animal Shelter Services Agreement with Wisconsin Humane Society (Page 63)

C. DISCUSSION AND ACTION – Wood Harvest Permit (Page 78)

This permit was created earlier this year to grant limited permission to access Village property to cut and remove wood from fallen trees (Wood Harvesting) subject to certain conditions and restrictions, including a Hold Harmless Indemnification and Waiver Agreement. The Board approved the permit for Hobart residents exclusively until September 1st. Staff is looking for direction on whether the Board wishes to expand the eligibility for the permit to non-Hobart residents.

D. DISCUSSION AND ACTION – Adjustment in Public Works Salaries for Existing Employee and Open Position (Page 80)

Earlier this year, a retirement in the Public Works Department (Water Operator) created an opening, which was filled with an internal hiring. This naturally created another vacancy in the department. There have been virtually no applications for the position, leading to staffing and efficiency issues. One remedy being proposed is an increase in the base pay for the position (\$22.00 per hour to \$24.00 per hour), which will result in other adjustments needing to be made in the department's salary structure

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

F. ADJOURN to CLOSED SESSION:

1. Under Wisconsin State Statute 19.85 (1) (e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session RE: Sale of Property/TID Projects/Development Agreements
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

G. CONVENE into open session

H. ACTION from closed session

12. ADJOURN

Aaron Kramer, Village Administrator

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

UPCOMING BOARD MEETINGS

Tuesday August 20th 2024 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday September 3rd 2024 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday September 17th 2024 (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. Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk'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.

8/01/2024 9:20 AM

Check Register - Quick Report - ALL

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ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 8/06/2024 From Account:
 Thru: 8/06/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
59689	8/06/2024	ABBIE KOZLOWSKI REFUND CLOSED UTILITY #1430	168.66
59690	8/06/2024	ALEXIUS STANDAFER REFUND DOG LICENSE	10.00
59691	8/06/2024	AMANDA WANGERIN REIMBURSEMENT - MILEAGE - DOCUMENT DELIV	50.38
59692	8/06/2024	AMPLITEL TECHNOLOGIES PROGRESS BILLING SERVER & BACKUP Q#00795	16,464.27
59693	8/06/2024	ASHWAUBENON AUTO REPAIR LLC MULTIPLE SQUAD OIL CHANGES & SERVICE	255.39
59694	8/06/2024	BADGER LABORATORIES & ENGINEERING CO. INC. TESTING COLIFORM - 10 SAMPLES	220.00
59695	8/06/2024	BARRIER SECURITY SYSTEMS LLC 24-HOUR MONITORING / ALARM AUGUST	539.40
59696	8/06/2024	BAYSIDE PRINTING LLC PRINTING OF 2ND QTR UTILITY BILLS	427.62
59697	8/06/2024	BLUE PRINT SERVICE CO. INC MULTIPLE INVOICES BID BOOKS 24 PROJECTS	1,129.42
59698	8/06/2024	BRIAN RUECHEL JULY ACCOUNTING TRANSACTIONS	3,705.00
59699	8/06/2024	BROWN COUNTY PORT & RESOURCE RECOVERY REFUSE & RECYCLING DISPOSAL JUNE	6,807.66
59700	8/06/2024	BROWN COUNTY TREASURER - COURT PAYMENTS JULY MONTHLY FINES & SURCHARGES	735.20
59701	8/06/2024	CAMERA CORNER CONNECTING POINT CORRECTION TO AUTO ATTENDANT PHONELINE	95.00
59702	8/06/2024	CHARTER COMMUNICATIONS / SPECTRUM SERVICE 7/30-8/29/2024	615.00
59703	8/06/2024	CINTAS CORP MULTIPLE INVOICES -2	50.00
59704	8/06/2024	COURTNEY ROSENTHAL REFUND PARK DEPOSIT FROM 7-20-24	175.00
59705	8/06/2024	DAN ZWASCHKA PARTIAL REFUND PARK DEPOSIT 7-13-2024	25.00
59706	8/06/2024	DIGGERS HOTLINE INC. 2ND PREPAYMENT 2024	1,683.20
59707	8/06/2024	DIVERSIFIED BENEFIT SERVICES INC. JULY-125-FSA ADMIN SERVICES	95.00

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ALL BANK ACCOUNTS

Dated From: 8/06/2024 From Account:
 Thru: 8/06/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
59708	8/06/2024	ECWAEI - K. KETTNER T. GERBERS DUES 2023-2024-2025	15.00
59709	8/06/2024	FAIR MARKET ASSESSMENTS ASSESSOR SERVICES AUGUST 2024	3,085.00
59710	8/06/2024	GAT SUPPLY INC. MULTIPLE INVOICES	287.65
59711	8/06/2024	GLOBO LANGUAGE SOLUTIONS LLC INTERPRETING SERVICES JUNE	157.39
59712	8/06/2024	GRAYBAR ELECTRIC INC. VULCAN 180 STDSYS - 2	468.05
59713	8/06/2024	GREEN BAY METROPOLITAN SEWERAGE DISTRICT TREATMENT SERVICES JUNE 2024	70,764.68
59714	8/06/2024	HAWKINS INC. CHEMICALS WATER TREATMENT	40.00
59715	8/06/2024	HSHS EWD EVIDENCE DRAWS - JUNE 2024 #52394066	325.50
59716	8/06/2024	IRON MOUNTAIN SHREDDING ALL DEPARTMENTS	37.51
59717	8/06/2024	JAMIE KILLIAN REFUND CLOSED UTILITY #1174	207.85
59718	8/06/2024	PACKERLAND VETERINARY CENTER LTD 2- INVOICES	370.00
59719	8/06/2024	PENS.COM MULTIPLE INVOICES - POLICE	601.90
59720	8/06/2024	PETERS CONCRETE CO. CONCRETE FOR BASKETBALL CT TID #1	312.00
59721	8/06/2024	PHILIP SMITH REFUND CLOSED UTILITY #1173	192.17
59722	8/06/2024	PRECISION WATER METER TESTING TEST 3/4"X5/8" METERS - 22 METERS	440.00
59723	8/06/2024	PREVEA HEALTH OCCUPATIONAL HEALTH FIREFIGHTERS PHYSICALS	1,865.00
59724	8/06/2024	PRIMADATA 2ND QTR UTILITY BILLINGS POSTAGE	973.46
59725	8/06/2024	ROBERT E. LEE & ASSOCIATES INC. MULTIPLE PROJECT INVOICES	107,756.64
59726	8/06/2024	SARAH ZEMPLE REFUND PARK DEPOSIT FROM 7-18-2024	175.00

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Dated From: 8/06/2024 From Account:
 Thru: 8/06/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
59727	8/06/2024	STATE OF WISCONSIN COURT FINES & SURCHARGES JULY FINES & SURCHARGES	2,455.03
59728	8/06/2024	THARIO BUILDING SERVICES INC CLEANING SERVICE	1,378.00
59729	8/06/2024	THE HORTON GROUP INC. RENEWAL OF ACC & SICK EFFECT 9/4/24	1,150.00
59730	8/06/2024	TILLMANN WHOLESALE GROWERS PLANTS FOR FIRE STATAION #1	1,638.90
59731	8/06/2024	TRUCK EQUIPMENT INC MULTIPLE INVOICES POLICE	2,463.02
59732	8/06/2024	UNIFORM SHOPPE MULTIPLE INVOICES - POLICE	143.95
59733	8/06/2024	VANDENPLAS PORTABLE SOLUTIONS PORTABLES AT PARKS	504.00
59734	8/06/2024	VILLAGE OF ASHWAUBENON PURCHASED WATER 2ND QTR 2024	47,915.46
59735	8/06/2024	VILLAGE OF HOBART - WATER UTILITY WATER / SEWER UTILITIES	579.30
59736	8/06/2024	VILLAGE OF HOWARD ANIMAL CONTROL JUNE 2024	58.40
59737	8/06/2024	VIOLA DESTACHE REFUND OVERPAYMENT CLOSED UIILITY 1379	104.25
59738	8/06/2024	WEYERS EQUIPMENT INC. WIPER MOTOR / CABLE REMOTE	261.04
59739	8/06/2024	WI DEPT OF JUSTICE - CIB TIME MULTIPLE INVOICES COURT & POLICE	746.25
59740	8/06/2024	ZACHARY & CALLIE MALVIK REFUND CLOSED UTILITY ACCT#1368-04	294.95
WEX-FUEL	8/06/2024	WRIGHT EXPRESS WEX FUEL JULY	8,589.94
OLSON-VISA	8/06/2024	SIRCHIE - VISA NARK2005 TEST	35.50
OLSON-VISA	8/06/2024	MIDWAY 41 STORAGE - VISA STORAGE EVIDENCE	250.00
OLSON-VISA	8/06/2024	AMAZON - VISA MULTIPLE INVOICES	142.60
KRAMER-VISA	8/06/2024	AMAZON - VISA KID ALERT SAFETY SIGNS	164.65

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ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 8/06/2024 From Account:
 Thru: 8/06/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
KRAMER-VISA	8/06/2024	USPS - VISA	10.32
	Manual Check	POSTAGE ELECTIONS	
KRAMER-VISA	8/06/2024	EVENBRITE - VISA	20.00
	Manual Check	PLANNING & ZONING WEBNAR	
KRAMER-VISA	8/06/2024	AMAZON - VISA	37.99
	Manual Check	ADDRESS LABELS	
KRAMER-VISA	8/06/2024	LOS MAGUEYES - VISA	44.50
	Manual Check	ADMINISTRATOR MEETING	
KRAMER-VISA	8/06/2024	KALAHARI - VISA	196.00
	Manual Check	COURT CLERK TRAINING	
KRAMER-VISA	8/06/2024	GODADDY - VISA	44.34
	Manual Check	COMPUTER SITES BUILD IN HOBART	
KRAMER-VISA	8/06/2024	MAILCHIMP - VISA	54.00
	Manual Check	PACKET DISTRIBUTION / HEADLINES	
WILLMAN ACH	8/06/2024	ELAINE D. WILLMAN	1,000.00
	Manual Check	CONSULTING JULY	
FIRSTNET3988	8/06/2024	FIRST NET	964.75
	Manual Check	ACCT 287327813988 POLICE DEPARTMENT	
FIRSTNET6922	8/06/2024	FIRST NET	349.41
	Manual Check	PHONE SERVICE BOARD / WATER	
LANCELLE-VIS	8/06/2024	AMAZON - VISA	252.26
	Manual Check	MULTIPLE INVOICES LANCELLE - VISA	
LANCELLE-VIS	8/06/2024	BOUNCEVILLE PARTY RENTALS	500.00
	Manual Check	SUMMER CELEBRATION BOUNCERS	
LANCELLE-VIS	8/06/2024	MENARDS - VISA	135.67
	Manual Check	MULTIPLE INVOICES	
LANCELLE-VIS	8/06/2024	SAMS CLUB - VISA	136.50
	Manual Check	SODA & SUPPLIES FOR OFFICE	
Grand Total			293,946.98

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ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 8/06/2024

From Account:

Thru: 8/06/2024

Thru Account:

Amount

Total Expenditure from Fund # 001 - General Fund	40,813.60
Total Expenditure from Fund # 002 - Water Fund	53,915.91
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	76,147.18
Total Expenditure from Fund # 004 - Capital Projects Fund	472.12
Total Expenditure from Fund # 007 - Storm Water Fund	3,529.64
Total Expenditure from Fund # 008 - TID #1 Fund	38,036.39
Total Expenditure from Fund # 009 - TID #2 Fund	63,376.87
Total Expenditure from Fund # 010 - Parks & Recreation	879.00
Total Expenditure from Fund # 011 - ARPA	16,776.27
Total Expenditure from all Funds	293,946.98



MEETING MINUTES – VILLAGE BOARD (Regular)

Date/Time: Tuesday July 16th 2024 (6:00 P.M.)

Location: Hobart 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 6:04 pm. Dave Dillenburg, Vanya Koepke, Melissa Tanke, Tammy Zittlow, and Rich Heidel were present.
2. Certification of the open meeting law agenda requirements and approval of the agenda - ACTION: To certify the open meeting law agenda requirements and approval of the agenda. MOTION: Heidel SECOND: Dillenburg VOICE VOTE: 5-0.
3. Pledge of Allegiance - Those present recited the Pledge of Allegiance.

4. PUBLIC HEARINGS – None.

5. CONSENT AGENDA

A. Payment of Invoices; B. VILLAGE BOARD: Minutes of July 2nd 2024 (Regular); C. SITE REVIEW COMMITTEE: Minutes of May 22nd 2024; D. BOARD OF ZONING APPEALS: Minutes of November 29th 2022; E. PUBLIC WORKS AND UTILITIES ADVISORY COMMITTEE: Minutes of June 10th 2024 - ACTION: To approve the consent agenda as presented. MOTION: Dillenburg SECOND: Zittlow VOICE VOTE: 5-0.

6. ITEMS REMOVED FROM CONSENT AGENDA – None.

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

No one spoke.

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

A. INFORMATION – July Investment Report – Administrator Kramer reviewed the report.

Planning and Zoning will be held on Wednesday.

Site Review will be held on July 24.

Public Works Committee will meet in August.

Construction projects are on pace.

The Basketball Court should be ready next week, weather dependent.

9. COMMITTEE REPORTS AND ACTIONS

A. INFORMATION - Evora, 720-730 Centerline Dr.; HB-523-6; 120 unit Leased Multi-Family Residence Development

Lexington Homes, Inc. is proposing a new 120-unit leased multi-family residential development consisting of two (2) 60-unit three-story buildings, both with attached garages and additional detached garage buildings. (Owner/Developer: Lexington Homes, Inc; Applicant: Robert E. Lee & Associates / Bayland Buildings, Inc.) (Site Review Committee). The Village Board discussed this Development.

The next HALO meeting will be held in August at Suamico.

BARTC meeting is being held on Wednesday.

B. DISCUSSION AND ACTION – Request to Change Wyldberrry Way From a Private Road Status to a Public Right of Way (Public Works and Utilities Advisory Committee)

Wyldberrry residents presented their current plans and easement drafts to the Committee (July 8th) as they asked for the changing of Wyldberrry Way from a private roadway to a public roadway.

ACTION: To suspend the rules of regular meeting order. MOTION: Dillenburg SECOND: Heidel VOICE VOTE: 5-0.

Appearing before the board.

Barry Weinbrenner, 4883 Wyld Berry Way, President of the Wyld Berry Way Condo Association.

ACTION: To return to the rules of regular meeting order. MOTION: Dillenburg SECOND: Heidel VOICE VOTE: 5-0.

ACTION: To proceed with the Request to Change Wyld Berry Way from a Private Road Status to a Public Right of Way by forwarding this to the Village Attorney with all costs for this process to be paid by the Wyld Berry Way Condominium Association. MOTION: Heidel SECOND: Dillenburg VOICE VOTE: 5-0.

10. OLD BUSINESS – None.

11. NEW BUSINESS

A. DISCUSSION AND ACTION – Hobart-Lawrence Police Department Personnel Manual

These guidelines are offered to help employees understand what is expected of them in an effort to create a workplace that makes it possible for employees to maximize their potential and achieve professional growth. The purpose of these guidelines is to reduce misunderstandings, promote uniformity of policy/procedure throughout the department, and provide employees with a clear outline of employee benefits.

Police Chief Renkas reviewed the proposed Hobart-Lawrence Police Department Personnel Manual.

B. DISCUSSION AND ACTION – Hobart-Lawrence Police Department Career Development Program

The primary purpose of this policy and procedure is to establish guidelines for administering a career development program referencing application of the Village of Hobart's policy entitled Village Pay Plan and Program specifically concerning the Hobart-Lawrence Police Department. The policy will also address continuing education by employees.

Police Chief Renkas reviewed the proposed Hobart-Lawrence Police Department Career Development Program.

ACTION: To schedule a second reading of both items for the August 6, 2024 Village Board Meeting. MOTION: Zittlow SECOND: Heidel VOICE VOTE: 5-0.

C. DISCUSSION AND ACTION – Awarding Bid for Concrete Repairs at Fire Station #2

The 2024 capital budget provided \$65,000 for concrete and HVAC repairs and replacement for Fire Station 2. Staff recommends awarding the concrete work to Martell Construction for \$21,950 to complete the concrete work.

ACTION: To award the concrete work to Martell Construction for an amount not to exceed \$21,950 to complete the concrete work. MOTION: Dillenburg SECOND: Zittlow VOICE VOTE: 5-0.

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

Wood permits.

ACTION: To recess prior to going into closed session (8:24 PM). MOTION: Heidel SECOND: Koepke VOICE VOTE:5-0.

E. ADJOURN to CLOSED SESSION (8:40 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 ACTION: Heidel SECOND: Dillenburg ROLL CALL VOTE: 5-0.

F. **CONVENE into open session (9:29 PM):** MOTION: Heidel SECOND: Koepke ROLL CALL VOTE: 5-0.

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

12. ADJOURN (9:30 PM): MOTION: Dillenburg SECOND: Zittlow VOICE VOTE: 5-0.

Respectfully submitted by Lisa Vanden Heuvel, Village Clerk



Village of Hobart Site Review Committee Minutes
Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI
Wednesday, June 19, 2024 – 5:30 pm

1. Call to Order, Roll Call:

The meeting was called to order by Dave Dillenburg at 5:30 pm. Roll call: Dave Baranczyk, aye; Rick Nuetzel, aye; Steve Riley, aye; Tom Tengowski, aye; Tammy Zittlow, excused; Peter Zobro, absent; Dave Dillenburg, aye.

2. Verify/Modify/Approve Agenda:

Motion Rick Nuetzel, seconded by Dave Baranczyk, to approve the agenda as presented. Motion carried 5-0.

3. Approval of Site Review Minutes:

Motion by Steve Riley, seconded by Rick Nuetzel, to approve the May 22, 2024 minutes with one spelling correction. Motion carried 5-0.

4. Public Comment on Non-Agenda Items:

None.

5. DISCUSSION AND ACTION – Election of Committee Chairperson and Vice-Chairperson

Motion by Dave Baranczyk to nominate Dave Dillenburg as Site Review Chairperson, seconded by Rick Nuetzel. Motion carried 4-0. Dave Dillenburg abstained.

Motion by Rick Nuetzel to nominate Tom Tengowski as Site Review Vice-Chairperson, seconded by Dave Baranczyk. Motion carried 4-0. Tom Tengowski abstained.

6. DISCUSSION AND ACTION - Evora, 720-730 Centerline Dr.; HB-523-6; 120 unit Leased Multi-Family Residence Development

Director Todd presented the plan.

Appearing before the Committee:

Michelle Stimpson, Lexington Homes

Steve Riley left the meeting at 6:03 pm.

Motion by Rick Nuetzel, seconded by Dave Baranczyk to approve the 120-unit, 2 building leased multi-family residence development with both attached and detached garage stalls, subject to the following:

1. Revise landscape plan to include foundation plantings to screen both side elevations to break up the tall and/or long walls of siding that face a public roadway of easterly multi-family structure and southerly (18 stall) detached garage.
2. All exterior wall mounted HVAC grills/equipment shall be of the same color as primary structure and architectural design.
3. Lock Box location(s) to be approved by Fire Department.
4. Increased height of structure to 45 feet 6 inches.

Motion carried 4-0.

7. Adjourn:

Motion by Tom Tengowski, seconded by Rick Nuetzel to adjourn. Motion carried 4-0. Adjourned at 6:18 pm.



TO: Site Review Committee

RE: 2703 S. Pine Tree Rd., HB-83-1, Village Fire Station - Landscaping

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: July 24, 2024

ISSUE: Discussion and action on revised landscape plan for Fire Station

RECOMMENDATION: Staff recommends conditional approval

GENERAL INFORMATION

1. Applicants/Agent: Village of Hobart
2. Owner: Village of Hobart
3. Parcel: HB-83-1
4. Zoning: PI: Public/Institutional District

BACKGROUND

The Village Fire Station, located at 2703 S. Pine Tree Rd., was recently constructed and Village Staff has been working with adjoining property owners to provide a landscape buffer between the new Fire Station complex and the adjoining residential properties. This request for the review of the revised landscape plan for the west complex.

SITE REVIEW DEVELOPMENT AND DESIGN STANDARDS

There has been ongoing discussion with the adjoining property owners to the west to provide a buffer/screen between their properties and the Fire Station complex. Village Staff has reviewed various options and determined that a vegetative buffer/screen would provide the greatest amount of screening in this area. The landscape plan that is attached is to plant approximately 29 new arborvitae on top of the landscape berm that runs from approximately the front of the new structure, south towards Florist Dr. As noted on the plan, there would be 26 of the planting planted in two rows at 4 feet apart with arborvitae spaced 8 feet between trees in each row. This planting layout would go until the 40 foot front yard setback and then three separate arborvitae would be planted in a row at a slight angle to best minimize the light trespass from vehicles entering the driveway. The total number of arborvitae may vary depending on the total distance from the rear (north) property line of parcel HB-84-1 (860 Florist Dr.) to the 40 foot front yard setback line while staying with the planting and spacing dimensions as noted earlier.

Village Staff explored constructing a fence, however, Village Code limits the maximum height of the fence to be a total of 8 feet and only 3 feet when located within the front yard setback. Furthermore, code includes the height of the berm into the overall height of the fence as the height measurement is taken from the grade adjacent to the berm and not on the berm. This significantly reduces the height of any fence in this location. The planting of arborvitae on top of the berm are not considered a "fence", so they could be allowed grow taller and provide a greater amount of screening.

The proposed arborvitae to be planted would be 4 feet in height with a mature height of 8 feet. With the berm height varying between 2 and 4 feet, the 8 foot plants would provide a screening that is anticipated to be between 1 to 12 feet in height when fully grown.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the revised landscape plan as submitted with the total number of arborvitaes being planted along a portion of the west property line varying slightly to comply with the total lineal distance of plant area and the planting spacing as noted on the submitted plan.

HOBART-LAWRENCE POLICE DEPARTMENT

EMPLOYEE
MANUAL

Contains basic guidelines that must be understood by employees.

EFFECTIVE JULY 2024

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INTRODUCTION

These guidelines are offered to help employees understand what is expected of them in an effort to create a workplace that makes it possible for employees to maximize their potential and achieve professional growth. The purpose of these guidelines is to reduce misunderstandings, promote uniformity of policy/procedure throughout the department, and provide employees with a clear outline of employee benefits.

None of the statements or policies/procedures outlined in this manual are meant to create any contract of employment, nor do they imply that the Village/Town guarantees employment for any person or changes the at-will employment relationship in any manner. This manual is not nor is it intended to be construed as an employment contract or to guarantee any rights to employees or than what is required by Wisconsin State Statute.

Final interpretation and implementation of any of the policies or rules in this manual are vested solely with the Village of Hobart Board through the Chief of Police. The policies are subject to change at any time by the employer and will be reviewed and revised periodically. The contents of this manual are not to be used as a substitute for any controlling ordinance, resolution, regulation, state or federal statute, code or regulation, common law, or other legally binding authority and which are updated from time to time and are controlling. In addition, the Village of Hobart Employee Manual will supersede this manual if there is a conflict that is not able to be resolved by the Chief of Police or Village Administrator. The intent of this document is to provide clarification regarding that manual concerning the police department. The department policies and procedures as well as the Joint Police Commission's Rules and Regulations will also serve as a guide for organizational operations.

It is understood that the management of the Village and its business and the direction of its work force is vested exclusively in the employer and all management rights repose in it. These rights include, but are not limited to:

- To direct and supervise the work of its employees;
- To hire, promote and transfer employees as outlined in the rule and regulations of the Joint Police Commission;
- To lay off employees for lack of funds, work, or other legitimate reasons;
- To discipline or discharge employees as outlined in the rules and regulation of the Joint Police Commission;
- To plan, direct, and control operations;
- To determine the amount and quality of work needed;
- To determine to what extent any process, service, or activity shall be added, modified, or eliminated;
- To introduce and change new or improved methods or facilities;
- To determine the methods, means, equipment and personnel by which such operations are to be conducted;

- To take whatever action which must be necessary to carry out the functions of the department in situations of emergency;
- To schedule the hours of work;
- To assign duties;
- To issue and amend reasonable work rules;
- To require the working of overtime hours, when necessary, in the performance of Department business.

PROBATIONARY PERIOD

The first twelve (12) months of service after the date of hire is a probationary period during which time the employee will be required to demonstrate their qualifications for the position prior to receiving a status of REGULAR OR PERMANENT FULL-TIME EMPLOYEE, and during which time there shall be no responsibility on the part of the Village/Town for such appointment.

Termination of employment during this probationary period shall not be subject to challenge by the employee. The probationary employee is entitled to all insurance benefits, if eligible, as provided in this manual on the first day of the month following their initial date of employment.

Supervisors shall evaluate the probationary employee's work performance, in writing, using the standards established for the position and the department. This will be accomplished frequently during the course of the probationary period and at the end of the probationary period, which will be relayed to the Joint Police Commission. After an employee has successfully completed their probationary period of employment, they shall become a REGULAR OR PERMANENT EMPLOYEE.

It should be noted that Part-Time employees with the department will also serve a one-year probationary period; however, at anytime the part-time position may be dissolved based on the needs of the organization and communities.

SENIORITY

Seniority is based on the total number of years of continuous service, with the exception of police supervisors. Supervisors are considered to be more senior than officers. Supervisor seniority is based on the organizational chart. If there are two or more equal positions (i.e. lieutenant), the total number of years of time in grade will determine seniority. These dates of service start with an employee's date of hire or date of promotion with the department. In the event two or more officers are hired on the same date, the seniority of the officers shall be determined by coin toss. After the employee completes their probationary period, their seniority shall date back to their most recent date of hire. An approved leave of absence shall not constitute a break in the continuous service. The only exception is if an employee is suspended without pay for a period of time that exceeds thirty (30) calendar days. In this case,

the employee's seniority date will be adjusted by the length of time that the employee was not working.

The selection process for the annual work shifts will be based largely on seniority but may take into consideration other factors deemed necessary by the Chief of Police.

Seniority rights and employment shall terminate when:

- An employee voluntarily quits or retires;
- An employee is discharged for just cause;
- A laid-off employee is given five (5) days' written notice, sent by registered mail to the employee's last-known address, of recall and fails to report to work at the specified time and date;
- An employee is absent from work for three (3) consecutive days without notifying the Department, in which case the employee will be considered to have abandoned the job; or
- An employee fails to return to work from an approved leave of absence.

Per §62.13(5m)(a), Wis. Stats., When it becomes necessary, because of need for economy, lack of work or funds, or for other just causes, to reduce the number of subordinates, the emergency, special, temporary, part-time, or provisional subordinates, if any, shall be dismissed first, and thereafter subordinates shall be dismissed in the order of the shortest length of service in the department.

Per §62.13(5m)(b-c), Wis. Stats., When it becomes necessary for such reasons to reduce the number of subordinates in the higher position or offices, or to abolish any higher positions or offices in the department, the subordinate or subordinates affected thereby shall be placed in a position or office in the department less responsible according to the subordinate's efficiency and length of service in the department. The name of a subordinate dismissed for any just cause set forth shall be left on an eligible reemployment list for a period of 2 years after the date of dismissal, except that if the dismissal was for disciplinary reasons the subordinate may not be left on an eligible reemployment list. If any vacancy occurs, or if the number of subordinates is increased, in the department, the vacancy or new positions shall be filled by persons on the eligible reemployment list in the inverse order of the dismissal of the persons on the list.

LEAVES OF ABSENCE

The department will comply with all requirements of the State and Federal Family and Medical Leave Act that apply to municipalities. In addition, the Chief of Police may grant leaves of absence without pay for personal reasons. Such leaves of absence will be limited to a total of three (3) calendar days per calendar year. Requests for leave of absence without pay for three or less calendar days shall be made by written application and submitted at least two (2) weeks prior to the anticipated leave. For requests for a longer leave of absence or more than three (3)

total days without pay, the employee shall request authorization from the Village and Town Boards. Requests submitted to the boards shall be made by written application upon recommendation of the Village Administrator's and Chief of Police.

No employee shall be allowed to seek or hold other employment during a leave of absence except that leaves shall be granted to run for public office or to fill appointments to public office.

MATERNITY, PATERNITY, PRE-ADOPTIVE FOSTER CARE AND LEGAL GUARDIANSHIP LEAVE

Maternity, paternity, adoptive, pre-adoptive foster and commencement of legal guardianship care leaves up to twelve (12) weeks shall be granted to eligible employees on permanent status who submit a written notice to the Chief of Police at least thirty (30) days prior to the anticipated departure date.

The Chief of Police shall forward the notice to the Village Administrator.

All periods of leave related to maternity, paternity, adoptive, pre-adoptive foster and commencement of legal guardianship care leave shall be leave of absence without pay. Employees may use earned sick leave, vacation and/or holiday time, and anticipated vacation leave subject to Wisconsin Administrative Code E.R. 18.02(6). Employees need not exhaust all reimbursable leave provided the original written notice for leave reserves such leave time.

Employees on maternity, paternity, adoptive, pre-adoptive foster and commencement of legal guardianship leave of absence shall be guaranteed a return to their previous condition of employment at the same rate of compensation and any compensation increases granted during the leave of absence following the completion of care leave, unless they are unable to discharge the duties of the previous employment requirements.

Employees on a maternity, paternity, adoptive, pre-adoptive foster and commencement of legal guardianship leave of absence shall continue to participate in the group insurance in the same manner at which they were participating when the leave of absence commenced; however, unpaid leave of absence still require the employee to pay their insurance premiums and individual contributions for WRS.

SICK LEAVE

Sick leave shall include absence from duty because of illness, including but not limited to pregnancy and for visits to the doctor, dentist, or other recognized health care examinations; bodily injury, when not a Worker's Compensation case; exposure to contagious disease; and illness or death in the immediate family of the employee.

All employees shall notify the department as soon as possible of any sick leave request.

All employees shall notify the department at a minimum of forty-eight (48) hours prior to a planned appointment – if seeking any leave request.

All full-time employees shall have six (6) days (48 hours for 2080 annual hours worked or 72 hours for 2184 annual hours worked) of sick leave per calendar year available for use. If the sick leave accrued during the calendar year is not exhausted prior to the end of the calendar year, the leave time is not carried over into the following year.

All sick leave shall be subject to administration by the Chief of Police. At the request of the Chief of Police, an employee may be required to provide a medical certificate or like documentation before being granted time off as sick leave exceeding three (3) days in a pay period.

Employees who abuse sick leave shall be subject to disciplinary action up to and including termination.

Officers shall not be eligible for paid sick leave for absences resulting from injury or illness incurred while working for another employer for pay, when such absence is compensable under worker's compensation through the other employer.

BEREAVEMENT LEAVE

Where there is a death in the immediate family (spouse, dependent children, parents, mother and/or father in-law, or relatives living in the household) of an employee, said employee shall be granted up to five (5) consecutive scheduled shifts without loss of pay and without charge to sick leave or vacation of the employee.

Where there is a death in the extended family of an employee (aunt, uncle, grand parent, etc.), said employee shall be granted up to three (3) consecutive scheduled shifts without loss of pay and without charge to sick leave or vacation of the employee.

Where there is a death in a spouses extended family (aunt, uncle, grand parent, etc.), said employee of the spouse shall be granted one (1) day off without loss of pay and without charge to sick leave or vacation of the employee to attend a funeral or celebration of life ceremony.

MILITARY LEAVE

The department shall comply with all applicable military leave and veteran's reemployment laws and shall grant leaves of absence for full-time employees as appropriate under such laws. Employees that are aware of the need to take military leave shall inform their supervisor as soon as possible. Employees returning from military service that intent to exercise their reemployment rights shall notify the department within the applicable time period provided by applicable law following their service.

The department shall provide limited differential pay to certain employees ordered to service in the U.S. Armed Forces or National Guard. Non-probationary officials and employees of the department, and employees certified to permanent positions that have served at least 3 months on their probationary period are eligible for such pay. Individuals employed on a temporary, emergency, and/or limited term basis, are not eligible for differential pay. Since military pay is calculated on a daily basis, if the daily pay received by the eligible employee for the military service is less than the daily pay the employee would have received from the department for normal days scheduled to work during such period, the department shall pay the difference to the employee. Differential pay shall be paid for no more than two weeks of service time per the police department's fiscal year.

The department reserves the right, with Village and Town Board approval, to make a military leave replacement appointment to fill a vacancy created under this section.

JURY SERVICE

Officers requested to be on jury duty shall be paid their normal pay and will turn over their jury duty fees to the Village, excluding actual expenses. For scheduling purposes, such officers shall be considered on the day shift, on any day in which they are required to report for jury duty. Provided however, that third shift officers will not be required to work immediately prior to being required to appear for jury duty. Officers who are excused from jury duty prior to the end of the day shift shall report to the police department for assignment for the balance of that shift. For purposes of this section, day shift shall be defined as 8 AM to 4 PM. The Chief of Police must be notified of employees granted leave for jury duty at the time such leave is granted, he will then inform the Village Administrator.

SUBPOENAED WITNESSES

If any employee is subpoenaed to testify in a matter directly related to their employment, the employee shall be compensated as defined in the overtime section if they are not on their regularly scheduled duty time. Any compensation for being subpoenaed for a matter directly related to an officer's official duties shall be reimbursed or turned over to the department.

If the employee is subpoenaed to testify in a matter not directly related to their employment, the employee must use vacation, accumulated compensatory time, or leave without pay to cover the absence.

VACATION

Annual vacation is provided to a full-time employee at the beginning of each calendar year. Employees may anticipate the annual leave which he or she could earn during the current calendar year. Nevertheless, if an employee uses annual leave on an anticipated basis and resigns or is terminated from his or her position, the employee shall be required to reimburse

the Village/Town, at the employee's current rate of pay, for any anticipated annual leave used in excess of leave actually earned.

		2080 HOUR EMPLOYEES	2184 HOUR EMPLOYEES
YEAR	VACATION WEEKS	VACATION HOURS	VACATION HOURS
1	2 (PRORATED)	80 (PRORATED)	84 (PRORATED)
2	3.2	128	134.4
3	3.4	136	142.8
4	3.6	144	151.2
5	3.8	152	159.6
6	4	160	168.0
7	4.2	168	176.4
8	4.4	176	184.8
9	4.6	184	193.2
10	4.8	192	201.6
11 AND BEYOND	5	200	210

CARRYOVER OF UNUSED VACATION

Administrative employees (includes any officers or staff members who work 2080 hours per year) shall be permitted to carry over forty (40) hours of vacation into the following calendar year, and any unused vacation from the previous year that is carried over must be used within six (6) months of said vacation being carried over or it shall be considered forfeited. Members may be provided with an exemption to this with written permission from the Chief of Police.

Field operation employees (includes any officers or staff members who work 2184 hours per year) shall be permitted to carry over forty-eight (48) hours of vacation, and any unused vacation from the previous year that is carried over must be used within six (6) months of said vacation being carried over or it shall be considered forfeited. Members may be provided with an exemption to this with written permission from the Chief of Police.

There shall be no compounding under this provision. Carryover of vacation hours beyond forty (40) or forty-eight (48) hours (depending on annual hours worked) may be permitted but only with the written approval from the Village and Town Boards, following a written request by the Chief of Police on behalf of the employee.

BASIS FOR VACATION PAY

Vacation pay shall be based on the employee's rate of pay at the time the vacation is taken.

The Chief of Police shall have the authority to limit the number of employees taking vacation at one time based on the needs of the organization to ensure the continued operation of all Department functions without interference.

Guidelines:

- Senior officers get their first choice of vacation days. Max seven (7) consecutive days.
- Next senior officer selection first choice of vacation days. Max seven (7) consecutive days - Continues through Department to least senior officer.
- Each officer shall have up to 48 hours after notification to make their selection. After the selection, they are required to notify the next senior officer on their group via email. The group Lieutenant will be CC'd for accountability to the timeline.
- Completed by January 1st of the calendar year for the selection.
- Vacation requests are not guaranteed until an electronic submission is completed by the officer and has been entered and approved by the Chief or his designee.
- An officer reserves the right to cancel his or her vacation at any time for any reason. There is no onus on the management to notify the department personnel that an officer has cancelled his or her vacation. If this occurs the ability for another officer to reserve this range, if it was previously unavailable, will be handled on a first come first served basis if the cancelation occurs after January 1st.
- Officers are not allowed to trade scheduled vacation days with each other in lieu of cancelation. Once an officer submits and has approved a vacation day it cannot be converted into compensatory time or sick leave. It must be taken as vacation or canceled.
- The Lieutenants are not part of the officer rotation or vacation selection process.
- Management reserves the right to amend this procedure at any time for any reason.
- The Chief reserves the right to move shifts as he or she feels necessary at any time – consideration will be given to already approved vacation requests.

After the annual selection process concludes, all requests are considered discretionary time off requests; however, no unreasonable request shall be denied. Reasonableness relates to time and resources. Any request received beyond 48 hours in advance shall be considered reasonable for time constraints. Resources relate to the ability to cover the road vacancies that would exist with existing staff through flexing (see flexing guidelines).

Partial days of vacation are considered to be discretionary time off requests. As such, they are approved based on the needs of the organization to ensure the continued operation of all Department functions without interference. Typically, they will not be approved until the day of unless there are extenuating circumstances present.

COMPENSATORY TIME OFF

This will be addressed in the Overtime section below.

PAID HOLIDAYS

Only full-time employees are entitled to holidays - unless a part-time officer is working; meaning, that a part-time officer is not entitled to 8.4 hours of pay for not working a holiday;

however, if they are working a holiday the part-time officer is entitled to the same pay rate as a full-time officer as outlined below.

The paid holidays are the following:

- New Year's Day (January 1st)
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- The Friday after Thanksgiving Day
- Christmas Eve (December 24th)
- Christmas Day (December 25th)

When any of the above holidays fall on a scheduled workday for non-salaried, non-patrol officers (Investigator, Community School Resource Officers - When school is in session) such officers shall be given the day off without loss of pay. If such officers are required to work on a holiday, they shall be paid at a rate of 200% of the employee's regular hourly rate.

If a holiday falls on a weekend date (Saturday or Sunday) for salaried, non-salaried, non-patrol officers (Investigator, Community School Resource Officers – when school is in session) such officers shall be given a day, either Friday or Monday, off without loss of pay. That date is subject to approval from the Chief of Police or designee.

All full-time and part-time sworn patrol officers will be paid at a rate of 200% of the employee's regular hourly rate when their shift commences on a recognized holiday as described above.

Any other full-time officers not working the recognized holiday will receive 8.4 hours of holiday pay at the employee's regular hourly rate. Officers need to ensure they manually input 8.4 hours of regular pay for the holiday not worked into WorkHorse.

LAYOFF

When it becomes necessary to reduce the number of officers, regular part-time officers within the department shall be dismissed first, and thereafter officers shall be dismissed in the order of the shortest length of service in the department.

Classification Elimination

- Any subsequent reassignment as a result of a classification elimination from Lieutenant to Police Officer shall be on the basis of classification seniority. The Lieutenant with the lowest classification seniority shall be reassigned to Patrol Officer with departmental seniority back to original date of hire.

- Classification seniority shall consist of the total calendar time of regular full-time employment in a particular job classification listed on the wage schedule, i.e. Lieutenant and Police Officer. An officer who permanently leaves one job classification will maintain the classification seniority they had at the time of leaving but will not accrue further seniority in their former classification unless they permanently return to such classification.
- In the event that the higher position is recreated, the officer removed shall be reinstated with the higher position.
- Affected officers may accept layoff in lieu of reclassification.

Recall from Layoff

- The names of officers laid off through no fault of their own shall remain on the department call list for a period equal to twenty-four calendar months from date of layoff.
- Officers recalled from layoff shall be given five (5) days to respond after notice has been sent by certified mail to the last known address on file with the department and three (3) workdays to resume work.
- Officers who decline recall or who fail to respond or return to work directed within the time allowed shall be presumed to have resigned and if re-employed shall return to work as a new officer.
- In the event of a recall, the officer who was last laid off, will be first recalled.

TERMINATION/SEVERANCE OF EMPLOYEMENT/RESIGNATION

When an officer retires or terminates service with the department, the employee shall receive pay for all accumulated unused vacation subject to the forty (40) or forty-eight (48) hours maximum. Payment shall be made at the conclusion of the pay period after the final date of employment.

As an example, if an employee separates on October 10th in their 6th year of employment, the employee completed 9 full months out of a 12-month year. The employee would be paid out 75% of 20 days, or 15 days, if the employee did not take any vacation in the last year of employment prior to separation. If the employee already took vacation in the last year of employment, the employee would be paid out 75% of their remaining vacation days, less those already taken. This is due to how vacation is provided and accrued by an employee of the Village.

In the event an employee on this accrual method ends employment and has used more vacation than earned, the deficit shall be paid back to the department through a deduction from the employee's last paycheck. If the final paycheck is less than the deficit, the employee shall be obligated to remit the difference to the department.

Upon the death of an employee, the above benefit shall be paid to the estate or the designee.

HOURS

The workday shall be defined as a 24-hour period beginning at 12:01 a.m.

The department shall develop work shifts that ensure 24-hour police coverage.

Patrol Officers are assigned to one of two off-day groups as described below.

The annual selection of shift assignments will be followed as closely as possible; however, the Chief of Police reserves the right to assign personnel to fit the needs of the department. The needs of the department include but are not limited to situations involving training programs, schools, special assignments, absences or vacancies, vacations, long-term illness, special events, officer requests, and disciplining problems.

The work shifts will be chosen during an annual selection process. The selection process will be based largely on seniority but may take into consideration other factors as deemed necessary by the Chief of Police. Employee's input and preference for the shift selection process is offered; however, it should be known that organizational needs can alter this selection process at any time. Some shifts are prearranged and assigned, such as Supervisory Personnel, Investigative Personnel, and the Community School Resource Officer Positions. Again, for any reason at any time, the Chief of Police may alter the shifts start and end time, as well as the work rotation. If an officer changes from one of the two day-off groups (red or blue), it will not result in a financial gain/loss for the Village or the officer.

The established schedule of work for patrol and first-line supervisors is the Pittman schedule. This schedule consists of an average workweek of 42 hours using twelve (12) hour shifts on a repeating cycle of 2-on-2-off-3-on-2-off-2-on-3-off. This equals 2184 hours per year.

There will be four (4) separate work groups with two (2) working each day that consist of day and night hours of coverage. The primary start times for each group shall be 06:00 and 18:00, with secondary start times of 02:00, 10:00, 14:00, and 22:00. Secondary start times, or occasional times outside those listed, will be utilized as needed based on the staffing needs of the department.

FLEXING HOURS

Flexing Guidelines (secondary start times) consist of the following:

- Primary start times are the base from where an officer will be flexed. At most an officer will only be flexed in four (4) hours in either direction.
- Officers will not be flexed for discretionary time off. It will only be utilized for guaranteed vacation, training, special events, or other as identified by the Chief.
- Officers will have a minimum of eight (8) hours off between twelve (12) hour shifts.

- The most senior officer in the group (day and night hours of coverage) if applicable will be provided with the initial opportunity to accept or deny the flex. If denied it will be forced to the less senior officer.

MEAL BREAK

Paid meal breaks are offered to employees without scheduling from a supervisor. It is understood that employees taking a meal break are not relieved from their work duties and are subject to answering calls for service. Meal breaks generally should not exceed one hour of time.

Due to the limited locations available to eat a “quick” meal in the jurisdiction officers are allowed to travel outside of Hobart and Lawrence for a meal break. These locations will be limited to a five-mile radius from the Village and Town Halls.

A maximum of two officers can eat together at any location in the Village or Town. If outside of the jurisdiction – only one officer (on patrol) is allowed to eat at the location.

PATROL OFFICER DAILY STAFFING LEVELS

The department is continuously analyzing a variety of workload factors for planning purposes; however, at a minimum the department will have at least one (1) patrol officer on-duty continuously over a 24-hour period. “Road” coverage may be supplemented from a first-line supervisor to accomplish this in case of emergency or unforeseen circumstance. Generally, the department strives to have two (2) officers working between 11:00 a.m. and 2:00 a.m., while this is not always able to be strictly adhered to the intent is to have allowable coverage during these times (through flexing).

Standby status will not be required of officers of the Hobart-Lawrence Police Department.

Should an emergency necessitate additional personnel, the personnel will be ordered to duty and compensation will be paid in accordance with the section outlined below.

Each officer shall be allowed to work up to 16 1/2 scheduled hours in a 24-hour period, unless approved otherwise by the Chief of Police for extenuating circumstances.

When daylight savings time occurs, officers will be paid for the actual time worked. In fall, officers who work 13 hours will be compensated at the rate of time and one-half for all hours after 12. In the spring, officers who work 11 hours will lose one hour of pay in that pay period to correspond with the time change. Officers will have the opportunity to add an hour of vacation/compensatory time to cover that hour or work an additional hour.

For the purposes of sick leave, holidays, compensatory time and vacation, a scheduled workday shall be considered the number of hours normally scheduled that day (e.g. 12 or 8.5).

Officers shall be allowed to trade shifts with other officers pursuant to the following:

- Substitution does not impose any additional costs on the Village/Town.
- The person who accepts to trade by agreeing to work shall be held responsible for any costs incurred.
- Officers are not allowed to trade shifts with supervisors, as they are a different job classification, and the officer is unable to fulfil the duties of a supervisor.
- The Chief of Police, or designee, is notified and approves of the substitution, which approval shall not be unreasonably withheld.
- Neither the department nor the Village/Town is responsible for enforcing any agreement made between employees.

The substitution, when approved, does not result in the following:

- More than seven (7) consecutive days being worked;
- More than sixteen (16 1/2) hours being worked during the previous workday; or
- Less than eight (8) hours off between the conclusion of the previous workday and the officer's next regularly schedule shift.

Additionally, officers shall be allowed to trade compensatory time in lieu of working back a trade day pursuant to departmental procedures. The traded compensatory time must be for the same number of hours worked.

Whenever a shift drops below identified staffing levels because of vacation or the identified core hours of need do not meet the desired staffing level as described above, inquiring if the part-time officers can cover the vacancy will be considered first, then flexing shifts will be considered next. Flexing will be done through seniority. After flexing is considered and the areas of coverage are still not met to have at least one (1) officer working overtime will be offered based on seniority. If no officer accepts the overtime, the least senior officer will be forced.

LIEUTENANT DAILY STAFFING LEVELS

The established schedule of work for first-line supervisors is the Pittman schedule as identified above. There will be two (2) separate work groups with one (1) working each day, unless approved by the Chief of Police, or designee.

The primary start time for each group shall be 12:00 (noon).

Occasional times outside the primary start time may be utilized as needed based on the staffing needs of the department. Flexing of the primary start time will only be done at a maximum of four (4) hour increments, unless an agreement is made between the Chief of Police and the Lieutenant beforehand.

The Lieutenant s will follow the same rules as the patrol officers of consecutive days worked, consecutive hours worked, and time off between shifts.

At no time shall a first-line supervisor be the sole patrol member working for the jurisdiction, unless authorized by the Chief of Police as outlined above.

Lieutenant s are authorized to switch shifts or trade compensatory with each other, and the same rules apply as the patrol officers.

INVESTIGATOR DAILY STAFFING LEVELS

The established schedule for personnel assigned to investigations shall be four (4) eight and a half (8.5) hour workdays scheduled Monday through Thursday and one (1) eight (8) hour workday scheduled on Friday with Saturday and Sunday being off days. This equals 2184 hours per year.

COMMUNITY/SCHOOL RESOURCE OFFICER DAILY STAFFING LEVELS

The established schedule for personnel assigned to the School Resource Program shall be five (5) eight (8) hour workdays scheduled Monday through Friday during the school year or while school is in normal session with Saturday and Sunday being off days.

Outside of the regularly scheduled school year, the SRO's will be assigned as a patrol officer shift employee, as outlined above. They will be compensated as appropriate during the summer months while on the twelve (12) hour shifts.

Overtime during this period will only be paid out after twelve (12) hours.

Notwithstanding the sections outlined above, the Chief of Police shall have the right to amend the work schedule in order to accomplish imbalanced deployment by shift and by day of week in accordance with the expected workload.

OVERTIME

Officers will be compensated at the rate of time and one-half (1 ½) based on their normal rate of pay for all hours worked in excess of the scheduled workday or work week. Overtime and normal scheduled workday compensation may be by either pay or time, the choice to be determined by the officer – unless it is otherwise specified as being required as compensatory time off or overtime.

COMPENSATORY TIME OFF

If the officer elects to take time, this is known as compensatory time, which is also calculated at a rate of time and one-half (1 ½).

Up to forty-eight (48) hours of compensatory time may be carried over from one year to the next for officers and staff that work 2184 hours or forty (40) hours for officers and staff that work 2080 hours.

Any compensatory time in excess of forty-eight (48) or forty (40) hours at the end of the last full payroll period of the year shall be paid in cash, at the wage rate in effect at that time, on either the last paycheck in December or the first paycheck in January. Officers must notify, in writing, the Chief of Police or designee by December 1st of their choice. Failure to notify in writing will result in the pay out of compensatory time on the last paycheck in December. If the officer chooses to take the pay out on the first check in January, the payout shall be at the previous year's rate.

Officers may request to be paid out for some or all of their accumulated compensatory time balance on any payroll with the appropriate notice to the department.

Guidelines:

- Full day compensatory time off requests that are submitted prior to 14 days of the scheduled off event will be held until that 14-day period before the time off event. At that time, the request will be evaluated. If there is no issue present concerning resources (other officer time off, special events, court, officer workload, etc.) the request will be approved.
- Full day compensatory time off requests that are submitted within 14 days of the scheduled event, typically will be held for approval until the day of the event, unless there are cases where there is appropriate staffing that exists without flexing or there is a supervisor vacancy present, which will preclude efficient and effective notification to the requesting officer.
 - It should be noted that any reason provided by a supervisor will be deemed to be sufficient for denial or waiting for approval as long as the reason is not arbitrary or capricious towards a specific officer. The reasons identified above are examples but not limited to just them. Additionally, the approval of one request within this timeframe and denial under other similar circumstances does not create a precedent as each situation under discretionary time off is unique.
- Partial comp requests will follow the same guidelines as a partial day of vacation.
- It should be understood that vacation is more valuable in terms of approval than compensatory time off.

Example scenarios:

- If an officer submits compensatory time off request was approved at 14 days, and then their shift partner submitted a vacation day within 48 hours the compensatory time off request will remain. The supervisor will evaluate the

vacation request and see if flexing can accommodate the vacation request for approval.

- If an officer submits compensatory time off within 14 days, and then their shift partner submits a vacation request after, the supervisor receiving the vacation request will first contact the officer who submitted the compensatory time off request and inquire if the employee wishes to change their request from compensatory time to vacation time. If so, that initial employee will be provided the time off pending no other identified issues are present. If not, the other employee will be granted their vacation request over the compensatory time off request pending not other identified issues are present.

OVERTIME PROCEDURES

Law Enforcement work is too diverse to cover every possible scenario. This is to attempt to clarify the differences between overtime payment types. The following definitions shall apply to determine payment:

- Continuation of Duty: A scenario where an officer is required to work past their regularly scheduled shift due to the type of work that would be best for that specific officer to complete. Examples being a late call where a report is required to be completed or a crash investigation late in the shift that needs to have scene security and safety presence before the next incoming shift could respond.
- Court: Court shall include any time an officer is instructed by the Chief or designee or subpoenaed (including Hobart-Lawrence Municipal Court notices) to appear in person, or through telephonic communication, in any court, legal proceedings (including depositions), preparatory meetings with the District Attorney's, Hobart-Lawrence Municipal Court Attorney's and other appointed counsel which appearance is related to or arises out of the officer's scope of employment. Meetings or telephonic communication made outside of the officer's normal work shift require prior approval from a supervisor. If an attorney or other appointed counsel initiates contact directly to an officer at their home, and the officer is required to return the telephone call from home prior to their next scheduled work shift, prior approval is not required. The officer must report immediately to their supervisor the subject and the reason for the telephone call which required immediate response. Officers will receive meeting pay of two (2) hours at the overtime rate, and then any time in attendance over two (2) hours at court will be compensated in 15-minute increments at one-half (1 ½) times their regular rate of pay.
- Court Cancellation: An officer schedule to make a court appearance outside of their regularly scheduled workday or workweek shall follow the department procedure to verify if court has been canceled (call court number prior to 5:00 p.m. the night before the court appearance). If court has been canceled, the officer shall not report and will not be eligible for court cancellation pay. If court is canceled after following procedure,

then the officer shall be eligible for court cancellation pay. Court cancellation shall be two (2) hours straight pay. These two (2) hours will be paid out and cannot be banked as compensatory time. Court cancellation compensation for a lateral transfer will not be authorized – only court appearances will be honored.

- Order Over/ Order In: An order, by a supervisor, for an officer to continue working past/before their regularly scheduled shift due to a shift shortage or work that must be completed but not necessarily by a specific officer – an example being medical clearance longer than two hours past shift end, or a prisoner/mental health transport longer than two hours past shift end.

Notwithstanding the provision of this article, officers shall not be eligible for court pay or court cancellation pay if the officer is performing other scheduled work.

Off-duty supervisors are not required to answer their telephone; however, to assist with burnout a voluntary call rotation will be developed for all supervisory staff members to assist with officer questions.

It is generally understood that the shift start and end times are at the start of the hour; however, it is encouraged that employees are dressed and ready for duty at least 15 minutes prior to the start of the shift. In certain circumstances, pending the officer that day arrived for duty 15 minutes prior to the start of the shift and has his or her relief dressed and ready for duty prior to the start of his or her shift, that officer putting in 12 hours and being relieved for duty by incoming officers may elect to leave 15 minutes prior. As an illustrated example, a day shift officer is dressed and ready to work at 05:45 he or she may leave that day, if properly relieved by the incoming shift at 17:45. If an employee is dressed, ready, and taking calls during these 15 minutes but does not leave early that day they are not entitled to overtime compensation based on this understanding. Under this understanding time cannot be accumulated and can only be used for each single day.

CALL PAY

If an officer is called to work outside the employee's regularly scheduled work shift or "other scheduled work" as established by the Chief of Police or designee, the employee shall be paid one-half (1 1/2) times their regular rate of pay for those hours – if the shift is greater than an hour before and after.

Such an employee shall receive a minimum of two (2) hours at the overtime rate regardless of the work being less than two hours. Time worked past two (2) hours will be compensated for in 15-minute increments. This does not apply to an extension of the normally scheduled workday, for which employees shall be compensated for actual time worked in 15-minute increments at one-half (1 ½) times their regular rate of pay as outlined above.

Call pay is not provided to employees if there is a prior voluntary agreement for them to work, attend training, or flex their work shift to accommodate the time, see below paragraph. Voluntary agreements can be made 24 hours or more in advance.

TRAINING & OVERTIME

Officers who are required to participate in training on their off-duty time shall be paid or receive compensatory time at the rate of time and one half (1 ½) for actual time spent at such training and for reasonable travel time.

To accommodate officers who request to voluntarily participate in training on their off-duty time, the department will attempt to schedule the officer for time off in either the same FLSA period for training time worked so as not to create FLSA overtime or outside of the FLSA period in exchange for training time worked.

When the department is not able to schedule time off in exchange for training time worked, the officer shall be paid overtime. When traveling to training directly from their residence, officers shall not be compensated for total travel time that is less than or equal to the regular and ordinary time necessary for said officer to travel from home to work.

Additional information is below in the compensation/reimbursement section.

EMPLOYEE BENEFITS

EMPLOYEE BENEFIT ELIGIBILITY

All full-time employees and their eligible dependents, as defined by the insurance policy adopted by the Village, will become eligible for the benefits contained in this section. Employees are eligible for enrollment upon hire (effective the 1st of the month following hiring) or upon qualifying events as defined in the benefit plan. Health insurance coverage ceases on the last day of the month in which the employee ceases employment with the department. The Village of Hobart retains the right to modify the terms of the insurance, the carrier and the premium payment at any time.

HEALTH AND DENTAL INSURANCE

The Village shall maintain a health insurance plan and dental insurance plan administered by a third-party provider. The current year's health insurance and dental insurance plans are on file for viewing with the Village's designated payroll agent. Employees will be notified of any changes to the plan. Each employee pays their own premium costs in accordance with the following allocations:

	VILLAGE PAYS	EMPLOYEE PAYS
HEALTH INSURANCE	88%	12%

DENTAL INSURANCE	50%	50%
VISION INSURANCE	0%	100%

Any employee choosing to opt out of the health insurance program will receive \$3,000 for a single employee, \$5,000 for an employee and spouse, and \$7,000.00 for family annually, paid in installments on each biweekly paycheck.

GROUP TERM LIFE INSURANCE

The Village of Hobart shall provide Group Term Life Insurance for all Wisconsin Retirement System (WRS) employees through the Wisconsin Department of Employee Trust Funds (ETF). The level of benefit is basic plus supplemental coverage which is equal to two times the employee's previous calendar year's WRS earnings. Employees can select additional units of coverage, and coverage for spouses and dependents per ETF; however, the employee is liable to pay 100% of the premiums on the additional units purchased, and for spouses and dependents. Employees must be WRS-eligible to receive this benefit as determined by

EFT. SHORT-TERM DISABILITY INSURANCE

Following an employee's completion of 180 calendar days of continuous employment, the Village will provide self-funded short-term disability insurance for all employees who suffer illness or injury outside of work. Worker's Compensation rules and regulations govern illness or injury experienced when the employee is at work. The Village will provide short-term disability insurance by paying 75% of the employee's salary or hourly wage rate each biweekly pay period until such time that Income Continuation Insurance takes the place of short-term disability, or until the employee is medically cleared to return to work. Prior to receiving the self-funded short-term disability at 75% of the applicable pay, the employee shall first utilize all remaining sick days granted in that calendar year. Additionally, employees shall wait 15 working days (patrol officers working 12-hour shifts shall wait 10 working days) prior to receiving short-term disability payment. Upon exhausting the annual sick leave allotment, the employee may utilize any vacation, may utilize frozen sick leave days, or make take days off unpaid, from time the annual sick leave allotment is exhausted until the working day waiting period is completed. In a rare instance when an employee does not have sick leave or vacation to cover the waiting period, the Village Board may elect for the employee to have paid time off during the waiting period when financial hardship can be demonstrated by the employee. Prior to receiving short-term disability, the employee must provide evidence from the employee's doctor that describes the illness or injury, and which states the required time off and approximate return to work date. Employees receiving disability payments will have the ability to "make their check whole" by supplementing the 25% unpaid salary or wages with paid time off, their "frozen" sick time bank, compensator time (non-exempt employees) or flexible time off (exempt employees). Holiday pay while an employee is on short-term disability is paid at 75% of the applicable pay.

INCOME CONTINUATION INSURANCE (LONG-TERM DISABILITY)

Following an employee's completion of 180 calendar days of continuous employment, the Village will provide income continuation insurance (ICI) for all applicable employees through Employee Trust Fund (ETF). The Village will pay 75% of the employee's premium for the insurance coverage, as well as any minimum employer contribution set by ETF. The employee will pay 25% of the required employee premium set by ETF. Any employee can obtain specifics on the ICI administration, benefits and elimination by contacting the Village's designated payroll agent.

WORKERS COMPENSATION

All employees shall be covered by workers' compensation insurance. In the event an employee suffers compensatory injury or illness in the course of performing their duties, they shall be paid the difference between the weekly compensation under Workers Compensation and their regular pay. The time paid for in this section shall not be charged to sick leave and shall not exceed one (1) year.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Village recognizes that problems of a personal nature can have an adverse effect on an employee's job performance, it is also recognized that most personal problems can be dealt with successfully when identified early and referred to appropriate resources. The purpose of the EAP is to provide these services through special arrangements with Village's contracted EAP provider. The program is designed to deal with the broad range of human problems such as alcohol and/or drugs, emotional/behavioral, family, and marital, financial, legal and other personal or work-related problems. The program provides problem assessment and referral. If costs are incurred for services that are not covered by insurance or other benefits, that cost is the responsibility of the employee. The overall objective of the EAP is to maximize employee functioning in personal matters and maximize performance on the job. Employees may voluntarily utilize EAP or attendance may be mandated by a supervisor for issues impacting the workplace.

RETIREMENT PLAN (WRS)

The Village shall participate in the State of Wisconsin, Department of Employee Trust Fund (ETF) Wisconsin Retirement System (WRS). All rules established by ETF will be enforced and followed, including annual designation of the employee and employer share of contribution and eligibility. An employee must work sufficient hours to qualify for WRS as defined by ETF.

DEFERRED COMPENSATION PROGRAMS

The Village offers employees participation in the Wisconsin Deferred Compensation Program (WDC). Both programs provide eligible employees with the opportunity to set aside a portion of their annual earnings on a tax-deferred basis to supplement retirement income as regulation by Section 457 of the Internal Revenue Code. Participation in the deferred compensation program

is voluntary and is 100% funded by the employee. All contributions will be made by pre-tax payroll deduction from the employee's biweekly payroll.

FLEXIBLE SPENDING ACCOUNT

The Village offers qualified employees the option of participating in a Section 125 Flexible Benefits program. Participation is optional and paid in full by the employee. Prior to January 1st of each year, employees will be notified of the enrollment period and the Village will make the employee's designated deductions through payroll. Employees are responsible for submitting reimbursement to the Village's third-party administrator.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance even if they are no longer eligible under our health plan when a "qualifying event" happens. Qualifying events include the employee's resignation, termination, leave of absence, shorter work hours, divorce, legal separation, or death. Another qualifying event is when a dependent child stops being eligible for coverage under the employee's health insurance. If an employee continues insurance under COBRA, the employee shall pay the full cost of the insurance premium plus the established administration fee. When an employee becomes eligible for the Village health insurance plan, a written notice describing the employee's COBRA rights shall be sent to the employee. The notice contains important information about the employees' rights and what to do if the employee needs it.

UNIFORM/EQUIPMENT EXPENSES

All officers are required to obtain and maintain per department standards, all clothing and equipment required by the department for duty and special assignments.

The Chief of Police reserves the right to set standards for and regulate items of equipment and uniform clothing to include, but not be limited to, color, style, fabric, material, brand, and specifications. The Chief of Police or designee further reserves the right to determine the serviceability of any items of uniform clothing and equipment.

In the event an officer's uniform, equipment, and/or eye wear are damaged or destroyed as the result of an unusual or extreme incident occurring in the course of their duty, the department shall pay the cost of repairing such damage or shall pay for its replacement and shall thereupon be entitled to collect any restitution ordered by the courts. It is understood and agreed in accordance with this paragraph that payment hereunder will be made in the instances such that are of an emergency or extreme nature, such as apprehension of an individual or an unusual incident which required emergency or extreme action on the part of an officer.

The department will provide body armor to all newly hired officers. The department shall replace the provided Department body armor on a five-year rotating cycle. The wearing of body

armor shall be mandatory for all officers to whom the department has provided it unless the department grants an exemption based on the policy and procedure outlining its usage.

A Joint Officer/Administration Health and Safety Committee, of the department, shall recommend specifications and manufactures and an implantations plan to the Chief of Police.

New officers of the department shall be provided with all the required uniform and equipment items as outlined in the policy and procedure. This will be paid for by the department and shall be considered a loan to each probationary officer. As a result, any new officer will not be entitled to a uniform allowance for the following two (2) years of service. If an officer does not satisfactorily complete their probationary period, all uniforms, equipment, and accessories will be returned to the department.

All full-time officers will receive uniform/equipment reimbursements/ allocations for approved items up to \$600.00 annually, to be spent prior to November 1st of each calendar year. These reimbursements/expenses are used to replace uniform and equipment items that are required by the Chief of Police. The purchase of these items, which include equipment (i.e., weapon mounted lights, optics, holsters, etc.) are not the property of the officer, but remain the property of the department. The onus is on the officer to ensure they have the necessary equipment and uniforms to satisfactorily perform their duties – this will be monitored and overseen by the Chief of Police or his designee.

Additionally, if an officer spends more than what is allocated for them on a piece of gear – the department will only cover the cost of the remaining allotment for that officer; however, regardless of the personal expense provided on the officer's part, that piece of gear or equipment is still the property of the department. Officers are encouraged to avoid this from occurring by being intentional with how they are spending the allocation for gear and equipment.

All part-time officers will receive uniform/equipment reimbursements up to \$300.00 annually to be spent prior to November 1st of each calendar year.

Officers are required to submit their uniform reimbursement form and receipt for each item to be credited to their account with the department. Failure to comply with the requirements of this article shall result in disciplinary action.

The department will issue certain items of equipment as outlined in policy and procedure (e.g., handgun, baton, ballistic vest, Taser, Axon Body Camera, Radio, etc.).

All items, besides soiled uniforms, will be turned over to the department when an employee separates from service or as requested by the Chief of Police. Employees may not purchase any form of weapons with their uniform/equipment reimbursement, which include firearms (handgun or rifle) or knives.

COMPENSATION/ REIMBURSEMENT**A. OFFICER/INVESTIGATOR/ SALARY SCALE (2024 – Employees Hired Before 7/1/2024)**

YEARS OF SERVICE	HOURLY WAGE	ANNUAL SALARY (2184 HRS)
START OF CAREER	\$29.65	\$64,755.60
AFTER YEAR ONE (1)	\$31.92	\$69,713.28
AFTER YEAR TWO (2)	\$35.38	\$77,278.66
AFTER YEAR THREE (3)	\$37.45	\$81,790.80

B. OFFICER/INVESTIGATOR/ SALARY SCALE (2024 – Employees Hired After 7/1/2024)

YEARS OF SERVICE	HOURLY WAGE	ANNUAL SALARY (2184 HRS)
START OF CAREER	\$30.30	\$66,175.20
AFTER YEAR ONE (1)	\$31.51	\$68,822.20
AFTER YEAR TWO (2)	\$32.77	\$71,575.09
AFTER YEAR THREE (3)	\$34.08	\$74,438.09
AFTER YEAR FOUR (4)	\$35.45	\$77,415.62
AFTER YEAR FIVE (5)	\$36.86	\$80,512.24
AFTER YEAR SIX (6)	\$38.34	\$83,732.73
AFTER YEAR SEVEN (7)	\$39.87	\$87,082.08

It should be noted that if an officer is at the maximum pay scale identified in scale (A) they will continue down the path identified in (B) once they achieve AFTER YEAR SIX (6); however, they will not revert or lose their existing hourly wage or salary if they are already above that amount identified in scale A. There will not be any additions to scale A regarding COLA (Cost of Living Adjustments). The only COLA that will be provided will be to officers on scale B after YEAR eight (8) of service. The year 2025 will not receive a COLA for any employee.

Years of service are calculated on the calendar year, not date of hire. For example, if an officer is hired in January 2020, the start of 2025 will be considered 5 years of service on the scale above. The same would hold true for someone who was hired in December 2020.

COMMUNITY/SCHOOL RESOURCE OFFICER SALARY SCALE (2024)

Same hourly wage; however, is based on 2080 hours.

LIEUTENANT SALARY SCALE (2025)

HOURLY WAGE	ANNUAL SALARY
\$41.87	\$91,436.18

FIELD TRAINING OFFICER

Field Training Officers shall be paid a one dollar (\$1.00) per hour premium in addition to their base rate of pay for hours actually worked in performing field training officer's duties.

CANINE HANDLERS

Officers/Supervisors assigned as canine handlers ("Handlers") will be responsible for providing Care for their assigned canine. "Care" is defined as time spent at the handler's home while off-duty, feeding, grooming, yard and kennel cleaning, veterinary care and exercising the canine. Care does not include the required police canine training, as training time will normally be provided during the handler's regular duty hours. As compensation for providing Care on non-duty days, handlers will receive a total of seven (7) hours per pay period. That equates to 30 minutes per day seven (7) days per week, which equals 3.5 hours per week. This pay is straight pay time. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior supervisory approval and will be paid as straight time as well.

The cost for kenneling services necessary to accommodate an officer's absence associated with paid time-off of one (1) week or more will be borne by the department. Kenneling services necessitated by any time-off less than one (1) week shall be at the expense of the handler. The compensation for the care and maintenance of the canine shall not apply when the cost for kenneling is at the department's expense.

An officer/supervisor assigned as a canine handler will be required to carry their department issued cellular telephone during off-duty hours, unless on a scheduled leave day or with prior approval of their supervisor. The officer will not receive additional compensation for carrying the cellular telephone.

The Department reserves the right to determine the shift assignments of the canine handler.

CAREER DEVELOPMENT PROGRAM

The Career Development Program is designed to enhance job satisfaction by offering opportunities for professional enrichment and growth. The program provides officers with the opportunity to acquire valuable professional experience by performing duties outside the scope of those associated with the basic patrol officer position. Officers who fulfill these additional duties and responsibilities at a high level will be eligible for recognition and additional compensation.

Participation in the Career Development Program is voluntary. The eligibility for participation and advancement in the Career Development Program is determined, in part, by department tenure.

Officers wishing to participate in the Career Development Program should be free of recent acts of serious misconduct that detract from the level of professionalism required of program

participants. Factors, such as those in the following list will not automatically bar participation but will be considered at the time eligibility is evaluated.

- Recent disciplinary actions;
- Acts of serious misconduct;
- Intentional or neglectful rule infractions;
- Abuse of sick leave; or
- The need to be placed on a performance improvement plan.

Recognition of Career Achievement

- Successful participation in the Career Development Program will be acknowledged with rank designation for non-supervisory officers.
 - Corporal – the rank associated with career development success after five (5) years employment.
 - Sergeant – the rank associated with career development success after eight (8) years of employment.
 - Master Sergeant – the rank associated with career development success after eleven (11) years of employment.

Attainment of rank associated with success in the Career Development Program does not imply supervisory status or responsibilities, nor does it change seniority in the department.

The fulfillment of additional duties and responsibilities entitles an officer to earn points in the Career Development Program, based on the credit value assigned to the duty or responsibility. The minimum point accumulation for program eligibility is as follows:

- Corporal – 8 points.
- Sergeant – 10 points.
- Master Sergeant – 12 points.

Remuneration for Career Achievement

- Officers achieving success in the Career Development Program are eligible for additional remuneration for their accomplishments. Officers shall become eligible for the corresponding additional compensation effective January 01 of the year following successful completion of the career development plan.
- Levels of compensation for successful achievement in the career development program shall be established through the principles established in the Village's policy entitled *Village Pay Plan and Program* and reflected in the base rate of pay for a participating employee based on the following levels:

- Corporal – 2% Base Wage Increase.
- Sergeant – 2.5% Base Wage Increase.
- Master Sergeant – 3% Base Wage Increase.

LATERAL ENTRY PROGRAM

The department accepts lateral transfers from qualified law enforcement agencies, which are defined as municipal, county and state police agencies.

Corrections, reserve officer, security officer, and federal officer experience does not fulfill the department's requirement for certified police experience needed as a lateral applicant.

LATERAL ENTRY TRANSFER REQUIREMENTS

The requirements for a lateral transfer entry shall be as follows:

- Employed as a full-time and active law enforcement officer within the State of Wisconsin.
- Must be continuously employed as a full-time law enforcement officer for a police agency spanning a minimum of 12 months (excluding Military Service).
- Successful completion of ALL stages of the hiring process as defined by the Hobart-Lawrence Joint Police Commission.

LATERAL ENTRY COMPENSATION & BENEFITS

Factors considered by the Chief of Police within the police department in determining a lateral applicant's initial wage and vacation benefits may include the length of full-time law enforcement service, level of certification, agency size, specialized training and assignments, and other job-related factors that would help the officer be successful in our agency.

Lateral transfers will progress through the compensation and benefits steps contained within this manual in effect on the lateral transfers annual anniversary from their date of hire with the department.

- Starting salary consistent with years of experience (rounded down to a whole number). Example: An officer with two years and four months of service lateralling would receive a starting wage of an officer with two years' experience.
- Vacation time consistent with years of experience (rounded down to a whole number). Same as above; however, to be consistent with other contracts we would only allow up to three weeks of vacation at time of hire.

All lateral candidates must successfully complete all steps and conditions of the Field Training Program (FTO).

Successful lateral candidate's seniority rights, including shift and vacation selection, are determined by their length of service with HLPD.

SALARY STRUCTURE

Based on the current year, identified above.

COMPENSATION FOR ATTENDING TRAINING PROGRAMS

The Department shall pay expenses incurred by officers ordered to attend training programs by the Chief of Police or designee.

Summary of Guidelines for Training and Travel Reimbursement

- Members shall obtain pre-approval from their direct supervisor, the Captain, and Chief of Police prior to making training or travel arrangements that will incur expenses for the department. We are responsible stewards of the public's resources; therefore, members shall exercise prudence in ensuring that the most reasonable and cost-effective options are chosen. The Village of Hobart will not issue reimbursements for expenses that are deemed by the Chief of Police to be unnecessary, unreasonable, or inappropriate.

Reimbursable Expenses Overview

- Members incurring reimbursable expenses because of approved travel or training are expected to pay for the expenses in advance and apply for reimbursement upon the conclusion of the course, conference, or trip, using the *Hobart-Lawrence Police Expense Report* form. It should be noted, the department will make every available effort to ensure lodging is prepaid with a department credit card as well as make a squad available, for sworn members, for traveling in lieu of members using a personally owned vehicle. The expense report must be submitted to the Captain within 5 days of the completion of the travel or the end of training.
 - Reimbursable expenses are those that directly relate to the member's training or official department business. Entertainment, alcoholic beverages, fines for violations, expenses for damage, travel upgrades, extra amenities, or any other item deemed to be unnecessary, unreasonable, or inappropriate will not be reimbursed.
 - Along with the *Hobart-Lawrence Police Expense Report* form, members shall include itemized receipts. Members unable to provide an itemized receipt will not be reimbursed unless there are extenuating circumstances. In that case, members will complete a sworn affidavit certifying their expenses. Members traveling together shall submit individual expense reports clearly indicating their own expenses.

Meal Allowances

- Meal allowances require approval by the Captain, and ordinarily are not approved for discretionary travel or training, even if members are being compensated for one or more workdays. Meal allowances shall not be approved for single-day travel to destinations within 50 miles of the jurisdictional boundary of the department.
 - Members who receive approval for meal allowances can receive reimbursement for meals that are not provided by the event they are attending, by a hosting organization, or by their lodging accommodations. Reimbursement for tips will only be done up to the amount authorized for the meal or 20%, whichever is less.
 - The department reimburses members for meals up to the federal per diem rate assigned to the location in which the expenses occur. For more information, members shall refer to the United States General Services Administration (GSA) website at <https://www.gsa.gov/travel/plan-book/per-diem-rates> to determine the Meals and Incidental Expenses (M&IE) per diem rates for their destination/location. When applying for a meal reimbursement, members shall include a copy of the GSA web page indicating the M&IE per diem rate and applicable travel month and year with their forms.
 - Itemized meal receipts are required.

Ground Transportation

- Members shall find economical modes of transportation when available and appropriate. This includes airport/hotel shuttles, transportation provided by events or hosting organizations, and local mass transit when it is safe and practical.
 - Mileage for Personal Vehicles
 - Members who receive authorization will be reimbursed for mileage using the Internal Revenue Service rate for business miles, which can be found at www.irs.gov by entering “mileage rate” in the website’s search feature. Eligible mileage expense shall be for the most direct route possible. Employees shall not be reimbursed for miles traveled between their residence and their normal work location. Mileage is not reimbursable for single-day travel to destination within 50 miles of the jurisdictional boundary of the department.
 - Vehicle Rental
 - Members who receive authorization to rent vehicles shall choose a compact or intermediate model unless a larger vehicle is absolutely

necessary because of the number of authorized passengers or the conveyance of materials essential to the purpose of the trip. Excessive mileage charges incurred as a result of personal use of rental cars will not be reimbursed. Members shall avoid incurring additional fees that are not standard charges, such as upgrades, additional equipment, or surcharges for vehicles returned without full tanks of fuel.

- Department Owned Vehicles
 - Utilizing a department owned vehicle for transportation is the preferred method for sworn members. Members will utilize the squad gas credit card for fuel purchases. Usage for the department owned vehicle will be limited. Absolute sobriety is required for operating a department owned vehicle.
 - Officers are required to contact the captain to schedule taking a department owned vehicle.
- Parking
 - Unavoidable parking fees at the members' destination will be reimbursed, however, members are encouraged to use free parking whenever it is safe and practical to do so. Valet parking will not be reimbursed unless it is the sole option or is more economical than available alternatives.

Lodging

- Every available effort will be made to have lodging arrangements made prior to the training, conference, or trip. If there is a situation where lodging is not pre-made, the Chief of Police will be notified of the circumstance. If the member needs to pay for lodging, they will be reimbursed according to the GSA website.
 - The same criteria apply to the meal reimbursement section, and only direct lodging costs are eligible for reimbursement.
 - Lodging will not be provided unless the course, conference, or trip is greater than 50 miles from the jurisdictional boundary of the department, and the starting time of the event is no later than 9:00 A.M. Exceptions to this provision must be authorized in advance by the Chief of Police.

Miscellaneous Expenses

- Alcohol beverages are not eligible for reimbursement.

- Incidental expenses such as taxi fares, business-related telephone charges, automobile rentals, etc., may be reimbursable. Where possible, receipts must be provided.

LEGAL DEFENSE FOR MEMBERS

The municipalities shall authorize their respective attorneys to defend actions brought against any officer growing out the acts done in the course of their employment or out of any alleged breach of their duty as such officer. Any judgment obtained against such an officer shall be paid by the municipality, provided the officer did not act in bad faith.

RULES AND REGULATIONS

The rules and regulations of the Hobart-Lawrence Police Department as established by the Joint Police Commission of the Department on June 22nd, 2023, in accordance with the provision of and pursuant to 62.13, Wis. Stats., shall be made part of this manual by reference. Promotions, Special Assignment (Lateral Transfer), Discipline, termination, and demotions are addressed in this manual.

GRIEVANCE PROCEDURE

In the event that an employee has a grievance every effort shall be made to resolve the issues with their immediate supervisor. If a satisfactory agreement is not obtained where applicable, a grievance may be filed. Only one subject matter shall be covered in any one grievance.

Examples of grievances are the following:

- Terms and Conditions.
- Unrealistic Workload/Expectations
- Bullying Discrimination
- Harassment
- Health and Safety
- Reasonable Adjustments
- Failure to Follow Procedures

A written grievance shall contain the name of the grievant, a clear statement of the grievance, the issue involved, the date the incident took place, the remedy requested, signature of the grievant and the date of the written statement. When a written grievance is filed, the employee shall perform his or her assigned work task and grieve the complaint later.

Grievances shall be processed in the following manner:


- Step One: The employee shall take the grievance up orally with the supervisor within ten (10) days (Saturdays, Sundays, and holidays excluded) of their knowledge of the occurrence of the event. The supervisor shall attempt to make a mutually satisfactory

adjustment and, in any event, shall be required to give a written answer within ten (10) days (Saturdays, Sundays, and holidays excluded).

- Step Two: The grievance shall be considered settled in Step One unless within ten (10) days (Saturdays, Sundays, and holidays excluded) after the supervisor's answer is due the grievance is reduced to writing and presented to the Captain. The Captain shall respond to the grievance in writing within ten (10) days (Saturdays, Sundays, and holidays excluded).
- Step Three: The grievance shall be considered settled in Step Two unless within ten (10) days (Saturdays, Sundays, and holidays excluded) from the date of the Captain's written answer or last date due, the grievance is presented in writing to the Chief of Police, who shall, within ten (10) days (Saturdays, Sundays, and holidays excluded), hold an informal meeting with the aggrieved officer, the aggrieved officer's supervisor, and the Captain.
 - If the grievance is not resolved to the satisfaction of all parties within in ten (10) days (Saturdays, Sundays, and holidays excluded), either party may proceed to the next step.
- Step Four: The grievance shall be presented in writing to the Village of Hobart's Administrator or designee within ten (10) days (Saturdays, Sundays, and holidays excluded), of completion of step three.
 - The Village Administrator or designee shall within ten (10) days (Saturdays, Sundays, and holidays excluded) set up an informal meeting with all parties involved up to this point. Within ten (10) days (Saturdays, Sundays, and holidays excluded) after this meeting, a final determination shall be made and reduced to writing and copies submitted to all parties involved.

ACCESS TO PERSONNEL RECORD

Every employee shall have access to their own personnel file at reasonable times during regular working hours upon contacting the Chief of Police. Members are authorized to view their records twice a year.

HOBART - LAWRENCE POLICE DEPARTMENT <i>Connecting and Serving Our Communities</i>				Subject: Career Development	
Scope: All Department Personnel	Issued: 7/15/2024	Reviewed: 7/15/2024	Revised:	Pages: 10	
Distribution: Policy & Procedures Manual					
Special Instructions:					
WILEAG 6th Edition Standards: 2.4.1, 12.2.6					

I. PURPOSE

The primary purpose of this policy and procedure is to establish guidelines for administering a career development program referencing application of the Village of Hobart's policy entitled *Village Pay Plan and Program* specifically concerning the Hobart-Lawrence Police Department. The policy will also address continuing education by employees.

II. POLICY

It is the policy of the Hobart-Lawrence Police Department to offer opportunities for professional enrichment and growth by implementing a career development program, as well as encouraging and assisting employees in the pursuit of continuing education opportunities. Levels of compensation for successful achievement in the Career Development Program shall be established through the Village of Hobart's annual cost of living adjustment (COLA) and reflected in the base rate of pay for a participating employee, based on the position in the identified pay scale, which is located in the Police Department's Personnel Manual.

III. DEFINITIONS

IV. PROCEDURE

A. Career Development Program

1. The Career Development Program is designed to enhance job satisfaction by offering opportunities for professional enrichment and growth. The program provides officers with the opportunity to acquire valuable professional experience by performing duties outside the scope of those associated with the basic patrol officer position. Officers who fulfill these additional duties and responsibilities at a high level will be eligible for recognition and additional compensation.
2. Career Development Program Goals

- a. To assist officers in achieving professional growth and planning for career progression.
- b. To provide a means of recognition and reward for police officers who demonstrate an exceptional commitment to organizational enhancement and professional development.
- c. To ensure the department recruits and maintains a highly motivated, professional staff.

B. Program Eligibility

1. Participation in the Career Development Program is voluntary.
2. Eligibility for participation and advancement in the Career Development Program is determined, in part, by department tenure.
 - a. The Program has three levels of participation, with eligibility after five, eight, and eleven years of service.
 - b. Officers wishing to be eligible for career development benefits upon reaching anniversary dates of five, eight, or eleven years must ensure an appropriate career development plan, as outlined in Section D., below, was in place for the year that precedes the anniversary date.
 - c. Officers joining the department under the lateral entry provision will be permitted to enter the Career Development Program based upon their total years of service, including the years credited at their time of hire; however, no officer will be permitted to implement a career development plan until successful completion of 24 months of fulltime employment with the Hobart-Lawrence Police Department, irrespective of time credited as a result of a lateral entry.
3. Officers wishing to participate in the Career Development Program must have achieved satisfactory performance reviews for the year preceding their application for the program and must continue to maintain a satisfactory level of performance during the period of participation.
4. Officers wishing to participate in the Career Development Program should be free of recent acts of serious misconduct that detract from the level of professionalism required of program participants. Factors, such as ~~as those in the following list~~, [as those in the following list](#) will not automatically bar participation, but will be considered at the time eligibility is evaluated.
 - a. Recent disciplinary actions;
 - b. Acts of serious misconduct;
 - c. Intentional or neglectful rule infractions;

- d. Abuse of sick leave; or
 - e. The need to be placed on a performance improvement plan.
5. Participation in the Career Development Program begins with the completion of a Career Development Enrollment Form and the creation of a career development plan (discussed later in this document).
- a. The Career Development Enrollment Form will be submitted to the applicant's division commander, who will determine whether the applicant has met all eligibility requirements.
 - b. After eligibility requirements have been satisfied, the division commander will schedule a career development written test.

C. Career Development Testing

1. All participants will be required to pass a written test upon enrollment in the program and annually, thereafter.
2. Questions on the written test will be drawn from department policies and procedures, state statutes, municipal ordinances, case law, and other sources that comprise the body of knowledge required of a professional police officer.
3. The written test will be comprised of 50 questions for advancement to first two steps in the program and 75 questions for advancement to the final step in the program.
4. Program participants must attain a minimum passing score of 80%. Program credit will be awarded for a score of 90% or greater, as outlined in Appendix A.
5. A person who fails to achieve a passing score on the written test will be eligible to retest after 30 days.
6. During the test, participants are permitted to use the resources they would have available to them while on duty but may not obtain assistance from other personnel.

D. Career Development Planning

1. On an annual basis, each participant in the Career Development Program will meet with this or her supervisor to develop or review a career development plan. To ensure that the department budget process is not adversely affected, the plan year shall run from September 01 through August 31 each year. This timeframe coincides with the completion of the semi-annual evaluation process. Nevertheless, the annual evaluation

process will also include the review of the developed plan.

2. The career development plan is a means by which the participant will convey the manner in which he or she will fulfill the requirements of the Career Development Program.
3. Each career development plan will be unique and enumerate the various duties and responsibilities comprising the participant's career goals and/or interests.
4. The career development plan will also establish specific performance objectives associated with the duties and responsibilities comprising the plan.
5. Organizational need may result in the department assigning duties and responsibilities to an officer, which may not correlate with his or her individual career goals and/or interests. While the officer will be expected to satisfactorily fulfill these duties and responsibilities, he or she will not be required to develop specific performance objectives, nor incorporate the duties and responsibilities into his or her career development plan.
6. The career development plan will be agreed upon and signed by the participant and immediate supervisor before being forwarded to the division commander for final approval.
7. Prior to the completion of the semi-annual and annual performance evaluations, the immediate supervisor will review the career development plan with the participating officer. The review will enable program participants to modify their duties and responsibilities for reasons such as:
 - a. A change in professional interests or career goals;
 - b. The addition of new organizational opportunities;
 - c. The elimination of organizational opportunities; and
 - d. The reassignment of a participant to a new position.
8. An officer who has yet to reach the eligibility thresholds established in Section B., 2., will be allowed to develop and implement a career development plan if they will attain eligibility during the calendar year or in the six months that follow the conclusion of a plan year, since career development compensation benefits become effective January 01 of the year following successful completion of the career development plan.

E. Professional Duties and Responsibilities

1. At the heart of the Career Development Program is the successful performance of duties and responsibilities that exceed the scope of those associated with the basic patrol officer position.

2. The Chief of Police will maintain a list of authorized professional duties and responsibilities that have been evaluated and approved for the program. The list, found in Appendix A, will be reviewed and updated as needed.
3. In addition to the duties and responsibilities on the aforementioned list, officers are permitted to propose unique duties or responsibilities that may qualify for inclusion in the program. These electives will be ~~evaluated~~evaluated, and a determination made regarding their inclusion in the program.
4. Each duty or responsibility approved for the program will be numerically weighted in a manner that considers such factors as:
 - a. Time commitment;
 - b. Effort or exertion required;
 - c. Level of expertise;
 - d. Organizational enhancement;
 - e. Community impact;
 - f. Risk;
 - g. Personal initiative; and
 - h. Specialized training required.
5. With the exception of duties and responsibilities for which a point range has been established, the numerical weight assigned to each duty or responsibility represents a baseline for successful performance in the respective category.
 - a. Duties and responsibilities for which a point range has been established require a point total to be established as part of the career development planning process.
 - b. The fixed-point totals assigned to duties and responsibilities may be increased on a case-by-case basis if the officer develops and fulfills a career development plan that includes exceptional effort by the participant officer.
6. Program participants have the ability to select from an array of duties and responsibilities that match their professional interests or career advancement aspirations.
7. The fulfillment of additional duties and responsibilities entitles an officer to earn points in the Career Development Program, based on the credit value assigned to the duty or responsibility. The minimum point accumulation for program eligibility is as follows:
 - a. Corporal – 8 points.
 - b. Sergeant – 10 points.

c. ~~Master~~Senior Sergeant – 12 points.

8. Successful performance in the Career Development Program is based on achievement and outcomes rather than appointment or selection to a position or duty assignment. As such, officers accepting additional duties and responsibilities will receive the credit outlined in Appendix A commensurate with their performance in a given program year. This determination will be made through the self-evaluation process, explained in Section F, and the semi and annual performance evaluations.

F. Career Development Performance Review

1. The semi and annual performance evaluations will be the primary tools used to evaluate proficiency in the Career Development Program.
2. Participants in the Career Development Program will have a component added to their performance evaluation in which the immediate supervisor will make an assessment of the participant's performance in those duties and responsibilities directly related to the program.
3. As part of the career development performance review process, each participant will complete a self-evaluation prior to the completion of the semi-annual performance evaluation by their immediate supervisor.
 - a. The self-evaluation represents a means for the program participant to convey to his or her immediate supervisor the value of his or her career development contribution during the preceding program year.
 - b. The self-evaluation should incorporate specific information demonstrating the nature of the participant's contributions.
 - c. The self-evaluation will assist the immediate supervisor and division commander in assessing the participant's career development proficiency.
4. In the event a participant fails to meet program standards, he or she will be given six months to correct the situation.
 - a. If the situation is not corrected, the employee will either be reduced to a level commensurate with his or her achievement or lose his or her program eligibility, depending upon the extent of the deficiency.
 - b. An employee who loses program eligibility will be required to achieve a successful annual performance evaluation and meet all other program requirements to regain eligibility.

G. Recognition of ~~Career~~Career Achievement

1. Successful participation in the Career Development Program will be acknowledged with rank designation for non-supervisory officers.
 - a. Corporal – the rank associated with career development success after five (5) years employment (start of sixth year) and the accumulation of eight (8) career development points.
 - b. Sergeant – the rank associated with career development success after eight (8) years of employment (start of ninth year) and accumulation of ten (10) career development points.
 - c. ~~Master~~Senior Sergeant – the rank associated with career development success after eleven (11) years of employment (start of twelfth year) and accumulation of twelve (12) career development points.
2. Attainment of rank associated with success in the Career Development Program does not imply supervisory status or responsibilities, nor does it change seniority in the department.

H. Remuneration for Career Achievement

1. Officers achieving success in the Career Development Program are eligible for additional remuneration for their accomplishments. Officers shall become eligible for the corresponding additional compensation effective January 01 of the year following successful completion of the career development plan.
2. Levels of compensation for successful achievement in the career development program shall be established through the principles established in the Village's policy entitled *Village Pay Plan and Program* and reflected in the base rate of pay for a participating employee based on the following levels:
 - a. Corporal – 2% Base Wage Increase.
 - b. Sergeant – 2.5% Base Wage Increase.
 - c. ~~Master~~Senior Sergeant – 3% Base Wage Increase.

I. Continuing Education

1. Continuing one's formal education represents an alternate means of professional enrichment and growth. Employees whose pursuit of higher education demonstrates an exceptional commitment to both organizational enhancement and professional development will be eligible to receive organizational assistance in their educational pursuits within program parameters established during the annual budget process.
2. Eligibility requirements for the continuing education benefit include:

- a. The employee must have completed 36 months of fulltime employment with the Hobart-Lawrence Police Department; however, employees joining the department under a lateral entry agreement may be eligible for the continuing education benefit upon successful completion of 24 months of fulltime employment with the department.
 - b. Employees wishing to receive the continuing education benefit must have achieved satisfactory performance reviews for the year preceding their request and must continue to maintain a satisfactory level of performance while receiving the benefit.
 - c. Officers wishing to participate in ~~the Career Development Program~~continuing education should be free of recent acts of serious misconduct that detract from the level of professionalism required of program participants. Factors, such as those in the following list, will not automatically bar participation, but will be considered at the time eligibility is evaluated.
 - a. Recent disciplinary actions;
 - b. Acts of serious misconduct;
 - c. Intentional or neglectful rule infractions;
 - d. Abuse of sick leave; or
 - e. The need to be placed on a performance improvement plan.
3. Participants interested in pursuing a ~~Bachelor's or Master's~~bachelor's or master's Degree in a field related to their professional duties and responsibilities will be eligible for up to 50% of the cost of tuition for successful completion of a course taken from an accredited institution in pursuit of an aforementioned degree.
- a. The Chief of Police will determine the relationship of a course or degree program to a participant's professional duties and responsibilities.
 - b. The successful completion of a course means a grade of "C" or better, or a grade of "pass" in a pass/fail situation.
 - c. Program participation will generally be limited to no more than two courses per semester.
 - d. Eligible institutions are those accredited by the North Central Association Higher Learning Commission.
 - e. No tuition payment will exceed that charged by a University of Wisconsin school for a similar course.

4. Officers wishing to obtain organizational assistance in the pursuit of advanced education must:
 - a. Declare their interest during the year prior to their enrollment in any qualifying class and before the beginning of the Department's annual budget process.
 - b. Provide a detailed explanation of the manner in which their participation will achieve organizational enhancement and/or professional development.
 - c. Provide timely submission of grade reports following the completion of each class for which compensation is sought.
5. Officers who are otherwise eligible for the Career Development Program may elect to incorporate continuing education into their annual career development plan. The number of program points awarded for continuing education efforts will be based on factors such as number of credits taken, length of the course, course workload, etc. and will be determined through discussion between the employee and his/her immediate supervisor.
6. Coursework will not be completed on duty time.
7. Overtime will not be authorized for any coursework that is completed in which the Department is providing reimbursement.

J. Appeal Process

1. An employee participating in the Career Development Program may appeal a perceived inequity in the way a particular portion of the program is administered or in the manner in which his or her program performance was evaluated.
2. An appeal shall be in writing and submitted to the ~~Captain~~employee's ~~division commander~~.
3. If the appeal cannot be resolved by the ~~Captain~~division commander, it shall be the employee's prerogative to have the issue heard by a review committee.
 - a. The committee will be comprised of one member selected by the employee, one officer selected by the ~~Chief of Police~~Chief of Police, a supervisor (who is not the immediate supervisor of the employee), and the ~~Captain or Chief depending on division of the appealing employee~~.
 - b. Upon reviewing the employee's appeal, the committee will prepare a

written recommendation, which will be forwarded to the ~~Village Administrator~~ Chief of Police

- The decision of the ~~Village Administrator~~ by the Chief of Police -regarding any appeal shall be final.

Michael Renkas
Chief of Police

APPENDIX A

Career Development Duties and Responsibilities

Criminal Investigator	4	Bike Officer	1
School Resource Officer (SRO)	4	Sexual Assault Response Team	1
Community Resource Officer (CRO)	4	Domestic Violence Intervention Team	1
K-9 Officer	4	Peer Counselor	1
Field Training Officer (Active)	12	Mentor	1
Field Training Officer (Inactive) Physical Fitness Assessment	1	Ambassador/Liaison	1
<ul style="list-style-type: none"> 69-79 80-90 91-100 	1 2 3		
Department Instructor (Lead)		Organizational Leadership	
<ul style="list-style-type: none"> Firearms DAAT Vehicle Contacts EVOC Taser Less Lethal Professional Communications 	1-3	<ul style="list-style-type: none"> Committee Chair Community Board OIC Responsibilities 	1-3
		Exceptional effort in basic duty or responsibility.	1-2
		<ul style="list-style-type: none"> Investigation Enforcement 	
Evidence Custodian Technician	2-3	Emergency Medical Responder Honor Guard	2
Program Coordinator		Program Participant	
<ul style="list-style-type: none"> ALES (Alcohol License Education/Enforcement Specialists Program Neighborhood Policing Initiative (NPI) Sex Offender Address Verification Program Chronic Nuisance Abatement Program Internet Crimes Against Children Program Prostitution/Human Trafficking Initiative 	1-3	<ul style="list-style-type: none"> ALES (Alcohol License Education/Enforcement Specialists Program Neighborhood Policing Initiative (NPI) Sex Offender Address Verification Program Chronic Nuisance Abatement Program Internet Crimes Against Children Program Prostitution/Human Trafficking Initiative 	1
Drone Pilot	1	Technology Coordinator	1

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CPTED Officer	1	Firearms Proficiency	1
Department Instructor (Assistant)	1	Electives	1-3
Specialized Skill		Career Development Test Scores	
<ul style="list-style-type: none"> • WIFIG • DRE • Crisis Intervention Team • Cell Phone Analysis • Video/Computer Forensics 	1-2	<ul style="list-style-type: none"> • 80-90 • 91-95 • 96-100 	0 1 2
SWAT	1-2	Continuing Education	TBD
Evidence Technician	<u>1</u>	<u>Other Not Identified In List</u>	<u>TBD</u>

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HOBART/LAWRENCE

POLICE DEPARTMENT

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

Michael Renkas
Chief



Date: 7/16/2024

To: Hobart Village Board & Town of Lawrence Board

Re: Police Department Building Concept

This year, both presidents and Administrators have had numerous meetings to discuss the police department. One of the main topics was understanding the future of the Joint Department regarding a building project estimated for completion around 2028.

Financing has been a significant topic, and understanding how to do this with two municipalities has created a hurdle to overcome if a building were to be built together. Location is another issue that has been discussed. Not only where a potential site would be located, which would need to be ideal for both communities, but also with land that can be acquired without cost.

After these issues were identified and discussed in detail between the above-mentioned parties, a general concept was agreed upon to be brought to both boards for discussion and action. This idea was to have each municipality provide space to the department through their means without assistance from the other municipality.

For example, Lawrence is planning a new Fire Station. As part of that, building space could be provided to the police department for several offices and parking. Hobart would then build their own standalone public safety center, which would house the police department and all its needs.

The concept calls for the Hobart location to be the primary site where most of the department activity will occur (Evidence, Reception, etc.). The section car would use the Lawrence location, and other meeting/ investigative activity would happen there as necessary.

Conclusion

We are looking for approval of this concept, which will be further expanded upon in the update of the Third Hobart-Lawrence Intergovernmental Police Protective Service Agreement, which is estimated to come to the boards in September/October 2024 for consideration.

Respectfully Submitted,

Michael Renkas – Chief of Police

Village of HOBART
Animal Shelter Services Agreement

THIS SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Village of H o b a r t , a Wisconsin municipal corporation (the "VILLAGE") and the Wisconsin Humane Society, Inc., a Wisconsin corporation ("WHS"), collectively referred to as the Parties.

RECITALS

WHEREAS, the VILLAGE, from time to time, takes custody of abandoned, stray, unwanted, unlicensed, mistreated, aggressive, quarantined or otherwise impounded animals and is desirous of a proper place to keep such animals where they will receive humane and proper care; and

WHEREAS, WHS is an organization devoted, among other things, to the care of animals, and has facilities to provide for the proper and humane care of such animals; and

WHEREAS, the VILLAGE desires to purchase services from WHS for the sheltering, care, treatment and humane disposal of abandoned, stray, unwanted, unlicensed, mistreated, aggressive, quarantined or otherwise impounded animals located within the geographic limits of the VILLAGE; and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the safety and welfare of the animals who are the subject hereof and who are cared for by WHS pursuant to the terms of this Agreement; and

WHEREAS, the VILLAGE's fiscal year runs from January 1st through December 31st of each calendar year; and

WHEREAS, WHS maintains a place of business located at 4500 W. Wisconsin Avenue, Milwaukee, WI 53208 (the "Main Facility"), but also uses other facilities and third-party facilities to pursue its mission; and

WHEREAS, WHS is a person entering into a contract with a political subdivision as defined in Wis. Stat §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

WHEREAS, the VILLAGE has the authority and/or obligation to enforce: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers"); and (iv) VILLAGE ordinances (collectively, the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the VILLAGE and WHS as follows:

1.0 SERVICES.

WHS agrees to provide the services detailed in this Agreement. The parties agree that the responsibilities of WHS set forth in this Agreement apply only to the services detailed in this Agreement, and not to WHS's work relating to animals taken into custody for other municipalities, for private surrender, as a service to other animal welfare organizations, by operation of Wis. Stats. sec. 173.19, or for any other reason.

2.0 COST.

The VILLAGE shall pay for services detailed in this Agreement on a fee for service basis as described in Schedule A, which is attached hereto and incorporated herein by reference.

3.0 TERM OF AGREEMENT.

3.1 Term. The term of this Agreement shall commence on August 1st, 2024 and shall expire on December 31st, 2024, unless sooner agreed to in writing by the Parties or renewed as set forth in Paragraph 3.2 herein. The Agreement may also be terminated before the expiration in accordance with Section 6.0.

3.2 Renewal Procedures. Upon expiration of the initial Term, this Agreement shall renew automatically for up to two (2) additional one (1) year renewal terms. The Agreement may be terminated earlier if subject to termination under Section 6.0.

4.0 DEFINITIONS.

As used in this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal.

4.2 Approved Facility. A facility other than the Main Facility which has been mutually agreed upon and approved by the Parties in writing.

4.3 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined in subsection 4.6, *infra*.

4.4 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature and not native to Wisconsin.

4.5 Impound. The withholding of an animal from the owner under Wis. Stat. §173.21.

4.6 Livestock. Horse, bovine, sheep, goat, pig, llama, alpaca, farm-raised deer, rabbit raised for food, or domestic fowl, including farm-raised game bird.

4.7 Redemption. The identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

4.9 Seizure. The taking of an animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. §173.13.

4.10 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

4.11 Unclaimed. A companion, exotic or livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

4.12 Wild Animal. Any mammal, bird, fish, or other creature of a wild nature endowed with sensation and the power of voluntary motion.

5.0 DESCRIPTION OF SERVICES.

5.1 WHS Personnel. WHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the VILLAGE. WHS shall ensure that its personnel are instructed that they do not have any direct individual contractual relationship with the VILLAGE. Except as otherwise provided in this Agreement, the VILLAGE shall have no authority over any aspect of WHS's personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.2 No Agency. Nothing in this Agreement is intended nor may be construed to create between the VILLAGE and WHS either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

5.3 24-hour Drop Off Availability. WHS will provide, at the Main Facility or another approved facility, access so that authorized personnel operating within the geographical boundaries of the VILLAGE can drop off animals eligible for sheltering services under this Agreement during times when the facility is closed to the public.

5.4 Services for Abandoned, Stray and Unwanted Animals. WHS agrees to provide animal care services (as described below in this paragraph), as well as humane euthanasia and cremation services, for companion, livestock and exotic animals that are taken into custody as Stray, Abandoned, or Unclaimed within the geographical limits of the VILLAGE, and or that are dropped off at WHS (or any other Approved Facility). Animal care services shall include:
(i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) redemption services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to WHS (or other Approved Facility) and during the required stray holding period under Wis. Stats. § 173.19 or the period the animal is in WHS'S custody, whichever is shorter.

5.4.1 WHS shall have the sole and exclusive right under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest and welfare of the animal and the shelter environment in which the animal is maintained.

5.4.2 Custodial care shall include, for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily status check; and (iii) adequate shelter as required by Wis. Stat., § 951-144.

5.4.3 Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and the daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of WHS.

5.4.4 Redemption services shall include reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory holding period. Notwithstanding the foregoing, the Parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that WHS'S ability to find the owner is a legal impossibility and/or not possible with reasonable effort. WHS may charge and retain reasonable fees to owners redeeming animals. Prior to releasing an animal to an owner, WHS staff shall verify that appropriate Licensing/Vaccinations for the animal have been obtained.

5.4.5 Euthanasia. The Parties recognize that Wisconsin law (currently section Wis. Stat. § 173.23(4)) permits the euthanasia of animals while in a municipality's custody (that is, animals sheltered pursuant to this Agreement) under narrow and specifically defined circumstances. WHS will abide strictly by the limitations of Wis. Stat. § 173.23(4) and only perform euthanasia of animals under this statute under the direction and approval of a licensed veterinarian. To the extent subjective judgment is required in determining whether the statute applies, WHS has sole discretion to exercise that judgment. When WHS euthanizes an animal pursuant to this section, WHS will provide to the VILLAGE upon request, records regarding the euthanasia performed.

5.4.6 Wildlife. The Parties acknowledge that WHS provides custodial care, rehabilitation, and euthanasia services for sick, injured or trapped wildlife at its Milwaukee location. The Parties agree that the VILLAGE is not purchasing any services for such wildlife by this Agreement.

5.5. Services for Impounded Animals. WHS agrees to provide animal care services (as described in this paragraph) as well as euthanasia and cremation services for companion, livestock and exotic animals that are seized within the geographical limits of the VILLAGE, and that are impounded by humane officers or law enforcement personnel at the Main Facility (or other Approved Facility). Animal care services shall include (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; and (iii) necessary and appropriate veterinary treatment. Custodial care shall include the provision of adequate food and water to maintain the animal's health; daily health checks; and adequate shelter as required by Wis. Stat. § 951.14. Animal care services will be provided on the day the animal is admitted to the Main Facility (or other Approved Facility) and until the animal is removed from the facility, the animal is deemed Unclaimed, the animal is returned to the owner, or ownership of the animal is transferred to WHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise WHS of its impound status. The Parties agree that WHS'S actual cost to provide these services is \$30 per animal per day and that this sum is reasonable and represents the established standard daily fee contemplated by Wis. Stat. § 173.15.

5.6 Notice and Penalties for Impounded Animals. The Parties recognize that for various reasons, delays can occur in the process of achieving outcomes for impounded animals. The Parties further recognize that avoidable delay is harmful not only to individual impounded animals, but also, because it creates unnecessary shelter crowding, to the overall processes by which WHS strives to support the welfare of all animals in its care and who may come into its care. For these reasons, the Parties have chosen a notice-and-penalty mechanism to increase their alignment and urgency in these situations. These situations are likely to be uncommon, but the Parties have nevertheless chosen intentionally broad language to ensure that this mechanism will be available when it is needed. For these reasons, the parties agree to the following procedures with respect to impounded animals.

5.6.1 Notice by WHS. With respect to any impounded animal being provided animal care services by WHS, WHS shall have the unilateral right to require the VILLAGE to take custody of the animal upon ten (10) days written notice to the VILLAGE requesting that any such animal be picked up from the Main Facility (or any other Approved Facility). Said notice shall be delivered pursuant to the provisions set forth in Section 15.0 Notice.

5.6.2 Penalty. If the VILLAGE fails to pick up the animal by the 10th day after the VILLAGE has received the written notice described above, the VILLAGE shall be charged \$100.00 (one hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of WHS, in addition to any other charges permitted by this Agreement.

5.6.3 Livestock and Exotic Animal Impounds. WHS will provide animal care services as well as optional humane euthanasia and cremation services for Livestock and Exotic Animals on a limited basis. The VILLAGE shall provide reasonable notice to WHS before impounding Livestock and Exotic Animals and will work in good faith with WHS to recognize and deal with logistical challenges in housing these animals. The Parties recognize that there may be circumstances where it is practically impossible for WHS to house these animals; in those cases, the Parties will work cooperatively in good faith to seek the best solution under the circumstances.

5.7 Rabies Control Services.

5.7.1 Quarantine Services. WHS agrees to provide animal care, isolation and observation and rabies testing services for animals as required by Wis. Stat. §95.21 and or in accordance with VILLAGE Municipal Code. WHS agrees to provide such services upon request of the VILLAGE. The Parties agree that this service applies to impounded animals and Stray and Abandoned animals.

5.7.2 Owner Reimbursement for Rabies Observation Services. If the owner of an animal is known, WHS may seek reimbursement from the animal's owner of any expenses incurred in connection with keeping the animal in isolation, the supervision and examination of the animal by a veterinarian, and, if applicable, the preparation of the carcass for laboratory examination.

5.7.3 Rabies Vaccination Program. WHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination; No Cause. Either Party may terminate this Agreement, for any reason, at any time upon 90 days written notice to the other Party.

6.2 Termination for Cause. The following shall constitute grounds for termination by the non-breaching party 30 days from written notice of termination:

6.2.1 WHS's failure to cure, within 30 days of written notice of breach, a substantial violation of any State, Federal or local law governing the services provided under this Agreement, as expressed by applicable statutes, ordinances, rules and regulations.

6.2.2 WHS's failure to obtain, within 30 days of written notice of breach, any license or certifications required by law for the provision of the services required by this Agreement.

6.2.3 The VILLAGE's failure to cure, within 30 days of written notice of breach, a failure to timely pay for services rendered under this Agreement.

7.0 INDEMNIFICATION/INSURANCE.

7.1 Indemnification of VILLAGE. WHS hereby agrees to indemnify, defend and hold harmless the VILLAGE, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of WHS or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the VILLAGE, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the VILLAGE, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the VILLAGE, its elected and appointed officials, officers, employees, agents, representatives and volunteers. WHS shall reimburse the VILLAGE, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that WHS employs other persons, firms, corporations or entities (sub-contractors) as part of the work covered by this Agreement, it shall be WHS's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the VILLAGE, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

7.2 Indemnification of WHS. The VILLAGE shall indemnify, hold harmless and defend WHS, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, reasonable costs or expenses which WHS, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any breach of this Agreement by the VILLAGE, but only to the extent caused in whole or in part by negligent acts or omission of the VILLAGE. The provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from (1) the acts or omissions of WHS, its agencies, boards, commissions, officers, employees or representatives, or (2) the acts or omissions of third parties. The obligations of the VILLAGE under this paragraph shall survive the expiration or termination of this Agreement.

7.3 Insurance. WHS shall procure and maintain throughout the term of this Agreement, without any additional expense to the VILLAGE, the following insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

7.3.1. Worker's Compensation and Employers Liability Insurance. WHS shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. WHS shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

7.3.2 Commercial General Liability and Automobile Liability Insurance. WHS shall provide and maintain the following commercial general liability and automobile liability insurance:

7.3.2.1 Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

7.3.2.2. Limits – WHS shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or Insurer's equivalent endorsement provided to the VILLAGE or the general aggregate including products-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

4. Professional Liability – WHS will ensure that each veterinary performing services covered under this Agreement will have current professional liability insurance.

7.3.2.3. Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be named as additional insureds (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the contractors; products and completed operations of WHS; premises occupied or used by WHS; and vehicles owned, leased, hired or borrowed by WHS. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

2. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the VILLAGE, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the name insured for or on behalf of the VILLAGE.

3. WHS'S insurance as required by this paragraph 7.3 shall be primary insurance as respects the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self- insurance, or other coverage maintained by the VILLAGE, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to coverage for such claims.

4. WHS'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or WHS, except after 60 days' prior written notice by U.S. mail has been given to VILLAGE. In the event of non-payment of premium, the insurance carrier need only provide 10 days' prior written notice.

7.3.3. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to the VILLAGE.

7.3.4. Evidences of Insurance - Prior to execution of the Agreement, WHS shall file with the VILLAGE a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage satisfies or has been modified to satisfy all requirements identified in this Agreement.

7.4 Reservation of Rights. Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the VILLAGE or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stats. §§_345.05 and 893.80. To the extent that indemnification is available and enforceable, the VILLAGE or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

8.0 ASSIGNMENT/TRANSFER. WHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of the VILLAGE, unless otherwise provided herein, provided that claims for money due or to become due to WHS from the VILLAGE under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to WHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. WHS shall promptly provide notice of any such assignment or transfer to the VILLAGE.

9.0 CRIMINAL INVESTIGATIONS. The Parties recognize that matters involving criminal investigations by the VILLAGE Police Department require strong mutual collaboration and cooperation. The Parties will use utmost good faith and care in communicating with the public about animals in investigation situations. WHS will seek VILLAGE approval before any statements are made, and in no case will make statements regarding any pending investigation or prosecution, or the actions or inactions of the owners of animals, instead directing media inquiries on these topics to the VILLAGE. The VILLAGE may in a specific case direct WHS to further restrict its communication.

10.0 FACILITY INSPECTION. Any animal sheltered by WHS pursuant to the terms of this Agreement may be viewed by the humane officer or law enforcement officer and or other designated representative of the VILLAGE during the holding period to ascertain the animal's health and care, while accompanied by a WHS representative or staff member, during regular business hours or by mutual arrangement.

11.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the VILLAGE of any breach of the covenants of this Agreement or a

waiver of any default of WHS, and the making of any such payment or acceptance of any such service or product by the VILLAGE while any such default or breach shall exist shall in no way impair or prejudice the rights of the VILLAGE with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 PAYMENT. The VILLAGE agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference.

13.0 REPORTS. WHS agrees to make such monthly and annual reports as are required in the attached Schedule B, which is fully incorporated herein by reference. In further, upon request, WHS shall provide copies of any document constituting a "record" under Chapter 19 of the Wisconsin statutes which shall include those records required to be maintained as set forth in Wis. Stat. § 173.17.

14.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. WHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. WHS shall notify the VILLAGE immediately, in writing, of any change in its registered agent, its registered agent's address, and WHS's legal status.

15.0 NOTICE.

15.1 Notice to the VILLAGE. Except as more specifically provided by the terms of this Agreement, notice to the VILLAGE shall be delivered via first class mail, return receipt requested, as follows:

VILLAGE of Hobart
ATTN: Village Clerk Lisa
VandenHeuvel
2990 S. Pine Tree Road
Hobart, WI 54155

15.2 Notice to WHS. Except as more specifically provided by the terms of this Agreement, notice to WHS shall be delivered via first class mail, return receipt requested, as follows:

_____, President & CEO
Wisconsin Humane Society
4500 W. Wisconsin Avenue
Milwaukee, WI 53208

16.0 MISCELLANEOUS.

16.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein, sets forth the complete understanding of the parties relating to the matters which are the subject hereof, and supersedes any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

16.2 Modifications. This Agreement may only be modified in writing signed by the Parties or any officers of such Parties with authority to bind the Party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any Party regardless of any reliance thereon by the other.

16.3 No discrimination. During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any

person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual

orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16.3 Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16.4 Construction.

16.4.1 Construction Against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

16.4.2 Captions. Captions of any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

16.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances, the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

16.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

17.0 ASSIGNMENT. Neither Party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the Parties except as otherwise provided in Section 8.0 of this Agreement.

18.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

20.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

21.0 WARRANTY OF CAPAVILLAGE TO EXECUTE.

21.1 Richard Heidel (Village Board President) warrant that they have the legal authority to execute this Agreement on behalf of the VILLAGE and to receive the consideration specified in it, and that neither they nor the VILLAGE have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

21.2 _____, President/CEO of WHS, warrants that they have the legal authority to execute this Agreement on behalf of WHS and to receive the consideration specified in it, and that neither they nor WHS has sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR PROVIDER:

Date Signed: 7/30/2024

Chris Akkari
WHS President/CEO

FOR VILLAGE:

VILLAGE OF HOBART

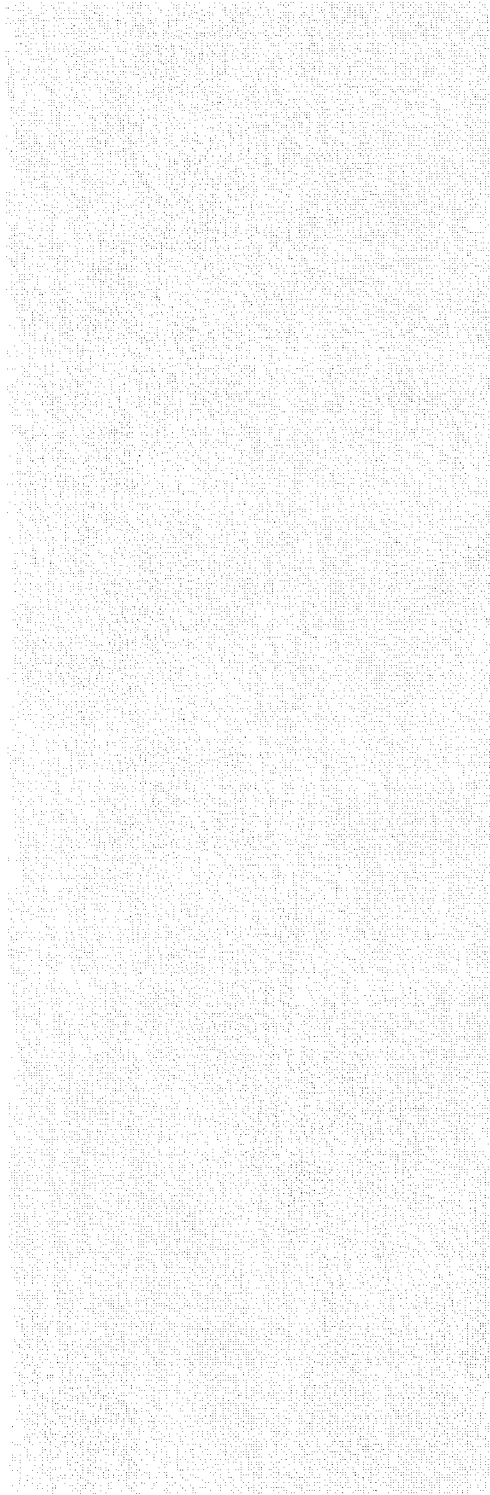
Richard Heidel, Village Board President

ATTEST:

Lisa VandenHeuvel, Village Clerk

APPROVED AS TO FORM:

Provisions have been made to pay the liability that will accrue hereunder.



SCHEDULE A
PAYMENT

1.0 **Costs.**

The VILLAGE agrees to pay for services covered by this Agreement for the sum of \$6,000 annually, payable in equal monthly payments of \$500.

Any services requested by the VILLAGE, but not covered under this contract, may be provided by WHS in its discretion, and any such services will be billed to the VILLAGE on an as incurred basis.

2.0 **Method of Payment.**

2.1 WHS shall submit an invoice to the VILLAGE by the 10th day of each month for the services provided in the preceding month. The VILLAGE shall pay the statement within thirty (30) days of receipt thereof. Invoiced amounts not paid within 30 days shall bear interest thereafter at the rate of 3% annually.

SCHEDULE B
REPORTS

Costs billed by WHS to the VILLAGE will be paid with public funds. The Parties acknowledge that as a custodian of public funds, the VILLAGE has an interest in understanding the expenses incurred by WHS in providing services under this Agreement. With that understanding, WHS agrees to provide the VILLAGE with the reports described below.

1.0 By the 10th day after every month of service covered by this Agreement, WHS shall submit to the VILLAGE of Hobart Animal Control Officer or his/her designee a written report that shall contain the information described in 2.0 below regarding the services purchased by the VILLAGE during the previous month of service. The Parties have agreed to the form of report to be used and an exemplar of the report is attached as Exhibit 1 to Schedule A of the Agreement. Annually WHS shall provide the information described in 2.0 below regarding all services purchased by the VILLAGE as served by WHS.

2.0 For each of the following categories of animals, WHS shall report the information described in 2.1 to 2.3, below: "Dogs", "cats", "livestock" and "others".

2.1 Total number of animals in each category that were admitted under this contract.

2.2 Total number of animals in each category for which WHS provided custodial care and the total number of days for which custodial care service was provided.

2.3 Total number of animals in each category that were euthanized.

2.4 The Parties agree to work collaboratively to deliver more detailed information to provide the VILLAGE the ability to easily audit the aggregate numbers referenced in 2.1, 2.2, and 2.3.

Village of Hobart

WOOD HARVEST PERMIT

2990 South Pine Tree Road
 Hobart, WI 54155
 Email: hobart@hobart-wi.org
 Phone: (920) 869-1011
 Fax: (920) 869-2048

Permittee Information		
Name	Street or Route	
City	State	ZIP Code
Personal Phone Number (include area code)	Work Phone Number (include area code)	
Email Address		

Permit Information	
Permit Number	Tax Parcel Number from which wood may be harvested (Property)
Date Permit Issued	Permit Expiration Date (30 days from issuance)
Location and Description of wood to be harvested	

GENERAL CONDITIONS

1. This permit grants to Permittee limited permission to access the Village Property described above to cut and remove wood from fallen trees (Wood Harvesting) subject to the conditions and restrictions herein, including the Representation, Hold Harmless Indemnification and Waiver Agreement.
2. Permits are not transferrable.
3. The Permittee must be present when Wood Harvesting occurs.
4. Permittee shall have no ownership or other rights to any wood remaining on Village Property at expiration of the permit.
5. The Village may immediately cancel or revoke this permit by oral or written notice or upon breach of any condition, restriction, or representation contained herein.
6. This permit is temporarily suspended during emergency burning regulations pursuant to section NR 30.05, Wis. Adm. Code.
7. The Permittee may engage in Wood Harvesting only from fallen trees located on the Property for the sole purpose of producing firewood for himself or herself on a recreational, noncommercial basis. Splitting or other processing of the wood may not take place on the Property. The Permittee may not cut trees that are still standing on the Property or alter the Property in any manner.
8. For the safety of the Permittee and the public, the Permittee may not engage in any activities, including parking or storage or placement of materials, within the right of way, or within fifteen feet from the edge of the road, whichever is greater.

9. As a condition to cutting wood located on the Property, the Permittee shall, at his or her own cost and expense, add the Village as an additional insured on his or her homeowner's insurance policy. Prior to cutting any wood on the Property, the Permittee shall provide the Village a certificate of insurance confirming it has been added as an additional insured on the Permittee's policy.

REPRESENTATIONS, HOLD HARMLESS, INDEMNIFICATION AND WAIVER PROVISIONS

1. The Permittee hereby **represents and warrants to the Village** that he or she is experienced with the use of chainsaws, axes, handheld saws, and other equipment typically used for cutting trees and otherwise processing fallen trees and removing them from their location. The Permittee further represents and warrants to the Village that he or she shall at all times use proper safety equipment when engaging in activities on the Property. The Permittee acknowledges that the Village has not and is not expected to provide any wood cutting equipment, safety equipment, training, or instructions in any way relating to the wood cutting activities. The Permittee further acknowledges that the Village is relying on these Representations and Warranties in allowing the Permittee to engage in activities under this agreement.
2. Permittee **agrees to protect, indemnify, and hold harmless the Village** and the Village's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any Property or bodily injury to any person, including death, asserted by anyone, as a direct or indirect result of Permittee's operations under this permit or in connection with any action or omission of the Permittee, and shall defend the Village and the Village's employees and agents in any cause of action or claim.
3. The Permittee **waives all claims**, causes of action, expenses, and costs, including, but not limited to, claims for bodily injury, death, property damage, attorney fees, liabilities, and all other damages and claims, he or she may have against the Village or its agents and employees in any way linked, directly or indirectly, Permittee's cutting and removal of wood from the Property, or otherwise linked to activities conducted under this Permit.
4. The Permittee **recognizes the applicability of section 895.52, Wis. Stats.** for the Wood Harvesting activities allowed hereunder and its provision of immunity to the Village.

I have read, understand, and agree to be bound by all of the above, including the "General Conditions" and the "Representations, Hold Harmless, Indemnification, and Waiver Provisions:"	
Permittee (Print Name)	Date
Signature	

PERMIT APPROVAL

The Village of Hobart hereby grants the Wood Harvest Permit to Permittee.	
Name and Title	Date
Signature	

V I L L A G E O F
HOBART
 GREATNESS IS GROWING
MEMORANDUM



TO: Hobart Village Board
FROM: Aaron Kramer, Village Administrator – Jerry Lancelle, Public Works Director
RE: Public Works Job Opening and Compensation
DATE: August 6th 2024

BACKGROUND

Earlier this year, a retirement in the Public Works Department (Water Operator) created an opening, which was filled with an internal hiring. This naturally created another vacancy in the department. There have been virtually no applications for the position, leading to staffing and efficiency issues (see attached job posting). One remedy being proposed is an increase in the base pay for the position (\$22.00 per hour to \$24.00 per hour), which will result in other adjustments needing to be made in the department's salary structure. Jerry Lancelle has investigated what other Public Works Departments in the area are paying, and \$24.00 per hour appears to be a competitive starting wage.

PROPOSED CHANGES TO CURRENT POLICY

CURRENT

We currently have one (1) employee making \$23.00 per hour, and the remainder make \$26.50 or higher per hour. If we increase the base pay for the open position to \$24.00 per hour, this will result in a new employee being paid more than an employee who has been with us since February 2023.

PROPOSED CHANGE

If the Board agrees with the recommendation of increasing the base pay for the open position to \$24.00 per hour, we recommend that base pay of the employee currently making \$23.00 per hour be increased to \$25.00 per hour, an increase of \$2.00 per hour, the same as the increase in the open position salary. This would put the Public Works Department salary structure as follows:

<u>POSITION</u>	<u>YEAR OF HIRE</u>	<u>HOURLY WAGE</u>
Water Operator	Just promoted to position in June	\$27.00
General Employee 1	2017	\$27.04
General Employee 2	2019	\$26.50
*General Employee 3	2023	\$25.00
General Employee 4	To be hired	\$24.00

* - The employee to be impacted by the proposed change.

PROPOSED MOTION

To approve the increase in the base salary for the open position in the Public Works Department to \$24.00 per hour, and to make the adjustment to the salary of the existing employee as recommended by the Village Administrator and Public Works Director.



Job Description

POSITION TITLE: Public Works & Utility Crew Member

FLSA Category: Non-Exempt

Department: Public Works

Pay Type: Hourly

Reports To: Director Public Works

Starting Rate: \$22.00

Supervises: N/A

Employment Classification: Full Time

JOB SUMMARY

The Department of Public Works & Utility Crew Member is a regular hourly position (minimum 40 hours/week). Provides general labor and technical skills in support of the delivery of public services, including, but not limited to; sanitary, storm and water utilities, maintenance of public streets and right-of-way, forestry, parks & recreational facilities, building maintenance, inspection of construction in-progress, heavy equipment operation, and maintenance of vehicles and equipment. The position is required to perform weekly "on-call" duties on a rotational schedule

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Maintenance and operation of wells, hydrants and valves including data and water sample collection.
- Performs installation of water meters, leak detection and inspections, and customer service complaint investigations.
- Performs sewer main and manhole repairs; investigates sewer main problems.
- Using locator and record drawings, accurately locates and marks electrical, fiber optic, water, sanitary, and storm sewer mains and laterals as needed. Verifies accuracy of field data and coordinates as necessary with maintaining Village GIS mapping and data.
- Accurately reads and records water meter readings and coordinates with the Utility Clerk. Performs final meter readings as assigned. Tests and records data for meter maintenance.
- Maintains public streets and right-of-way. Performs snow removal operations and ice control, clears walks and trails, brush pick-up, debris removal, minor to major pavement repair, flatwork, street tree management.
- Assists in maintenance of parks and other public grounds as assigned.
- Performs minor building repair, maintenance and remodeling projects, painting, cleaning.
- Install and repair street signs and posts.
- Performs duties as assigned in the maintenance and operation of the Village yard waste site.
- Operates various equipment and vehicles as necessary to carry out duties assigned including but not limited to snowplows, dump trucks, tractors, backhoes, sewer cleaning equipment.
- Performs minor vehicle and equipment maintenance and upkeep.
- Assist in maintaining and managing department inventory of supplies, materials, tools, signs, etc.
- Follows all state laws, local regulations and work rules pertaining to job safety. Reports any near misses and violations of safety laws, regulations, and rules to their supervisor.

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to operate a variety of tools and equipment Used in Public Works and facilities maintenance.
- Ability to manage multiple work assignments, prioritize, and complete all assignments accurately and in a timely manner.
- Ability to take direction, facilitate communication, resolves problems, work individually and as part of a team, receive and give constructive criticism.
- Ability to make sound decisions and exercise good judgment in the absence of supervision.
- Ability to comprehend and operate electronic devices and software, including Microsoft products, GIS, and SCADA systems
- Ability to comprehend and interpret policy and procedure manuals, work rules, safety procedures, construction plans and record drawings.
- Ability to record and deliver information, explain procedures, and follow directions and instructions accurately and in a timely manner.
- Ability to communicate effectively and courteously with the public, board members, administration, supervisors, other Village employees, construction contractors, and others.
- Performs related duties as assigned by supervisor.

MINIMUM EDUCATION AND EXPERIENCE:

- Minimum education shall include a high school diploma or GED.
- Valid WI Driver's License (class D) and a class "B" endorsement for a Commercial Driver's License (CDL) or the ability to obtain one within (6) months of hire.
- Must pass a post-employment offer drug screen and physical along with periodic testing required for the maintenance of CDL License.

PHYSICAL DEMANDS/WORK ENVIRONMENT:

The Public Works & Utility Crew Member must be able to perform manual tasks requiring physical strength and the ability to lift up to 100 pounds, subject to working in extreme weather conditions along with the ability to sit, stand and walk and do repetitious tasks for an extended period of time. Crew Member must be available for emergency calls at any time of the day or night in any instance of snow removal or other Village emergencies as required.