



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

Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Tuesday January 17<sup>th</sup> 2023 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 13<sup>th</sup> day of January, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

## MEETING NOTICE – VILLAGE BOARD (Regular)

Date/Time: Tuesday January 17<sup>th</sup> 2023 (6:00 P.M.)

Location: Village Office, 2990 South Pine Tree Road

### ROUTINE ITEMS TO BE ACTED UPON:

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

### 4. PUBLIC HEARINGS

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 January 3<sup>rd</sup> 2023 (Regular) (Page 9); C. PUBLIC WORKS AND UTILITIES ADVISORY COMMITTEE: Minutes of November 14<sup>th</sup> 2022 (Page 11); D. PLANNING AND ZONING COMMISSION: Minutes of October 12<sup>th</sup> 2022 and November 9<sup>th</sup> 2022 (Page 12)

### 6. ITEMS REMOVED FROM CONSENT AGENDA

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

A. PRESENTATION – Village Health Insurance Program (Page 15)

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

### 9. COMMITTEE REPORTS AND ACTIONS

### 10. OLD BUSINESS

### 11. NEW BUSINESS

A. DISCUSSION AND ACTION – Miscellaneous Part-Time and Summer Employee Compensation (Page 37)

This would cover the Village's summer employees, winter snow plowers and cleaning staff.

B. DISCUSSION AND ACTION – To establish a Public Hearing to Consider the Rezoning of Parcel HB-1491-F-45 (4567 Wedgestone Court) from ER: Estate Residential District to R-2: Residential District

Staff would request the Public Hearing be held at the February 7<sup>th</sup> Board meeting.

C. DISCUSSION AND ACTION – To establish a Public Hearing to Consider Modifications/Amendments to the Zoning Ordinance, Chapter 295, 295-187, Conditional Uses, R-2-R

Staff would request the Public Hearing be held at the February 7<sup>th</sup> Board meeting.

D. DISCUSSION AND ACTION – To establish a Public Hearing to Consider A Conditional Use Permit, Wildlife Pond, HB-3331 & HB-3332 (640 & 650 Trout Creek Road)

Staff would request the Public Hearing be held at the February 7<sup>th</sup> Board meeting.

**E. DISCUSSION AND ACTION – To establish a Public Hearing to Consider A Conditional Use Permit, HB-1395-1 (3849 West Mason Street), Mini Storage Warehousing**

Staff would request the Public Hearing be held at the February 7<sup>th</sup> Board meeting.

**F. DISCUSSION AND ACTION - Certified Survey Map (Triangle Drive, Centerline Drive, & Founders Terrace, HB-525) (Page 38)**

The property owner is proposing a two lot CSM splitting one 22.266 acre parcel into two parcels of 18.229 and 4.020 acres in the area bound by Triangle Dr., Centerline Dr., and Founders Terrace. The existing parcel is currently zoned PDD#1: Centennial Centre at Hobart District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements by maintaining “sufficient area for green space requirements, parking and stormwater management requirements”. These requirements will be reviewed and verified during the Site Review Committee process once a development is submitted for review.

**G. DISCUSSION AND ACTION – Replacement and Upgrades of the Supervisory And Data Acquisition (SCADA) system (Water and Sanitary systems (Page 47)**

This system maintains, operates, provides remote access, records, and alerts staff remotely to issues when required. The servers and software are no longer supported by the vendor and no further updates to the system will take place. Staff is seeking board approval to replace the existing servers and backups, alerting software (dialer), and installation for \$33,500.00 (ARPA funds as the source).

**H. DISCUSSION AND ACTION - Service Contract between Custom Service Information LLC and the Hobart-Lawrence Police Department (Page 51)**

This contract is for the policy management program for the Hobart-Lawrence Police Department.

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

**J. ADJOURN to CLOSED SESSION:**

1. 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

**K. CONVENE into open session**

**L. ACTION from closed session**

**12. ADJOURN**

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Aaron Kramer, Village Administrator

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

**UPCOMING BOARD MEETINGS**

Tuesday February 7<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

\* - Wednesday February 22<sup>nd</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday March 7<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

\* - Moved from Tuesday February 21<sup>st</sup> due to the Spring Primary Election

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

1/12/2023 11:56 AM

Check Register - Quick Report - ALL

Page: 1

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 1/17/2023

From Account:

Thru: 1/17/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
57560	1/17/2023	ADVANCE CONSTRUCTION INC.	178,364.77
		PAY REQUEST #8 CENTERLINE DR. 2320-22-0	
		<b>Previous Year Expense</b>	
57561	1/17/2023	AMERICAN HERITAGE LIFE INSURANCE COMPANY	185.76
		DEDUCTED PREMIUMS JAN 2023	
57562	1/17/2023	AMERICAN OVERHEAD DOOR	1,456.00
		REPAIR DOOR 5 & 6 FIRE STATION #2	
57563	1/17/2023	AMERICAN WATER WORKS ASSOCIATION	266.00
		MEMBERSHIP RENEWAL 3 01275500	
57564	1/17/2023	ASHWAUBENON AUTO REPAIR LLC	214.91
		<b>Previous Year Expense</b>	
		MULTIPLE INVOICES	
57565	1/17/2023	BADGER LABORATORIES & ENGINEERING CO. INC.	154.00
		COLIFORM BACTERIA TESTING	
57566	1/17/2023	BADGER METER INC.	381.84
		MBL HOSTING SERV UNIT	
57567	1/17/2023	BAY EAST ANIMAL HOSPITAL	91.98
		BAX - DASUQUIN -2	
57568	1/17/2023	BAY LAKE REGIONAL PLANNING	5,435.00
		2023 MEMBERSHIP	
57569	1/17/2023	BAYCOM INC	1,394.00
		SERVICE SUUPPORT	
57570	1/17/2023	BAYSIDE PRINTING LLC	200.93
		<b>Previous Year Expense</b>	
		MULTIPLE	
57571	1/17/2023	BELLIN HEALTH	425.50
		DPW	
57572	1/17/2023	BIANEW - ROB CORMIER	50.00
		2023 MEMBERSHIP FOR T. GERBERS	
57573	1/17/2023	BILL BIESE MASONRY INC	3,087.00
		RENTAL OF MINI EXCAVATOR	
57574	1/17/2023	BOARD OF COMMISSIONERS OF PUBLIC LANDS	110,851.26
		TRUST FUND LOAN PAYMENT 02017060.01	
57575	1/17/2023	BREANNA BRODHAGEN	100.00
		<b>Previous Year Expense</b>	
		RESTITUTION	
57576	1/17/2023	BRIAN RUECHEL	4,725.00
		ACCOUNTING DECEMBER 2022	
57577	1/17/2023	BROWN COUNTY TREASURER - COURT PAYMENTS	708.40
		<b>Previous Year Expense</b>	
		COURT FINES & SURCHARGES	
57578	1/17/2023	CHAD PIGEON	17.27
		REFUND TAX OVERPAYMENT HB-1942	

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ACCT

ALL BANK ACCOUNTS

Dated From: 1/17/2023

From Account:

Thru: 1/17/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
57579	1/17/2023	CHARLES OTTINGER REFUND OVERPAYMENT TAX HB-708-1	142.75
57580	1/17/2023	CHARLES W. SPRY REFUND OVRPMNT TAX HB-1809	7.96
57581	1/17/2023	CHARTER COMMUNICATIONS / SPECTRUM SERVICE FROM 12/30/22 TO 1/29/2023	615.00
57582	1/17/2023	CHRIS TREMEL REIMBURSEMENT K-9 SUPPLIES	154.11
57583	1/17/2023	CULLIGAN GREEN BAY FIRE STATION SOFTENER RENTAL	50.83
57584	1/17/2023	DAVID JAHNKE REFUND OVRPMNT TAX HB-441	5.68
57585	1/17/2023	DIGGERS HOTLINE INC. DEC 2022 LOCATES BALANCE	47.53
		<b>Previous Year Expense</b>	
57586	1/17/2023	DIVERSIFIED BENEFIT SERVICES INC. JANUARY 2023 HRA -105 ADMIN SERV & RENEW	209.00
57587	1/17/2023	ELIZABETH M BLAHNIK REFUND OVERPAYMENT TAX HB-3053	173.51
57588	1/17/2023	ERC INC MONTHLY EAP SERVICES	258.33
57589	1/17/2023	ERICA BERGER MILEAGE 6/30-12/30/2022	205.95
		<b>Previous Year Expense</b>	
57590	1/17/2023	GFL - GFL SOLID WASTE MIDWEST LLC REFUSE & RECYCLING COLLECTION	24,672.68
		<b>Previous Year Expense</b>	
57591	1/17/2023	GREATER GREEN BAY CHAMBER 2023 PARTNERSHIP INVESTMENT	1,629.00
57592	1/17/2023	HANAWAY ROSS LAW FIRM MUNICIPAL PROSECUTION 12-2022	3,137.60
57593	1/17/2023	JAMES KUBALAK REFUND CONT DEP PERMIT 2022-75 HB-2440	1,000.00
57594	1/17/2023	JULIE GERCZAK REFUND SHELTER DEPOSIT 12-25-2022	175.00
		<b>Previous Year Expense</b>	
57595	1/17/2023	KATRINA BRUECKER MILEAGE 2022	1,125.40
		<b>Previous Year Expense</b>	
57596	1/17/2023	KOCKEN BROS. EXCAVATING INC. DEMOLITION PARK SHELTER	6,778.00
57597	1/17/2023	LAVON BUNNELL REFUND OVERPAYMENT UTILITY #1830-04	145.97

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ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 1/17/2023

From Account:

Thru: 1/17/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
57598	1/17/2023	LINDE GAS & EQUIPMENT (PRAXAIR) INC. PROPANE ALUM 7.3 GALLONS	109.15
57599	1/17/2023	LONNIE B BOUGIE & CATHRIN A BOUGIE REFUND OVERPAYMENT TAXES HB-5	10.00
57600	1/17/2023	MARCO TECHNOLOGIES LLC SHARP MAINT	278.00
57601	1/17/2023	MARGIE A BURKEL REFUND OVRPMNT 2022 TAX HB-647	127.55
57602	1/17/2023	MCC, INC. PAY REQ#4 FINAL CONTRACT 2320-21-02	37,858.19
57603	1/17/2023	NORTHERN PIPE EQUIPMENT INC CLEAN LATERAL HEYERDAHL HGTS / CRUSHED	1,512.50
57604	1/17/2023	NSIGHT TELSVCES PHONELINES BUILDINGS	761.21
57605	1/17/2023	NWTC - GREEN BAY CAMPUS REGISTRATION #1DAFEB8 I. SCHIEFELBEIN	275.00
57606	1/17/2023	PACKERLAND VETERINARY CENTER LTD STRAY ANIMAL INTAKE HB220	180.00
57607	1/17/2023	POMP'S TIRE SERVICE INC. SQUAD #183 4-TIRES	788.24
57608	1/17/2023	PRIMADATA POSTAGE FOR 4TH QTR BILLING 2022	847.17
57609	1/17/2023	RALPH & ELIZABETH ASCHENBRENNER REFUND OVERPAYMENT TAX HB-784-1	6,938.03
57610	1/17/2023	ROBERT E. LEE & ASSOCIATES INC. WAER STUDY UPDATE 12320279	57.50
57611	1/17/2023	RONALD L SMET REFUND TAX OVERPAYMENT HB-44-4	26.44
57612	1/17/2023	RYAN BIESE WORK BOOTS	150.00
57613	1/17/2023	RYAN P RABIDA, ETAL REFUND TAX OVERPAYMENT HB-897-19	464.29
57614	1/17/2023	SECURIAN FINANCIAL GROUP INC LIFE INSURANCE PREMIUM FEBRUARY 23	630.24
57615	1/17/2023	STATE OF WISCONSIN COURT FINES & SURCHARGES COURT FINE AND SURCHRGES 12/30/2022	1,689.17
57616	1/17/2023	STEVEN M. COOLIDGE REFUND OVERPAYMENT TAX HB-1988	16.60

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ALL BANK ACCOUNTS

Dated From: 1/17/2023

From Account:

Thru: 1/17/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
57617	1/17/2023	STORDEUR SANITATION INC. PUMP HOLDING TANKS AT 3769 N. OVERLAND	135.00
57618	1/17/2023	TECHNOLOGY ARCHITECTS INC. MULTIPLE INVOICES	803.25
57619	1/17/2023	TECHNOLOGY ARCHITECTS INC. DPW COMPUTERS - 3	1,255.61
		<b>Previous Year Expense</b>	
57620	1/17/2023	THE UNIFORM SHOPPE MULTIPLE INVOICES POLICE DPT.	264.80
57621	1/17/2023	TLB WOOD PRODUCTS LLC STUMP GRINDING	6,222.00
		<b>Previous Year Expense</b>	
57622	1/17/2023	VILLAGE OF ASHWAUBENON PURCHASED WATER 4TH QTR	34,972.98
		<b>Previous Year Expense</b>	
57623	1/17/2023	VILLAGE OF HOBART - WATER UTILITY UTILITY PAYMENTS MULTIPLE ACCOUNTS	1,608.92
		<b>Previous Year Expense</b>	
57624	1/17/2023	WELL-HOUSE AIR DUCT CLEANING CLEANING AIR DUCTS AT OFFICE 12-30-2022	1,908.00
		<b>Previous Year Expense</b>	
57625	1/17/2023	WI DEPT OF JUSTICE - CRIME INFORMATION BUREAU BACKGROUND CHECKS	28.00
		<b>Previous Year Expense</b>	
57626	1/17/2023	WMCA 2023 DUES E. BERGER & K. BRUECKER	130.00
57627	1/17/2023	WPS UTILITIES ALL BUILDINGS & STREET LIGHTS	14,860.24
JERRY -VISA	1/17/2023	AMAZON - VISA CAR CHARGER	16.99
		<b>Prev YR Exp/Manual Check</b>	
JERRY -VISA	1/17/2023	HARBOR FREIGHT - VISA TOOLS	218.73
		<b>Prev YR Exp/Manual Check</b>	
ERICA - VISA	1/17/2023	DOLLAR TREE - VISA CELLO ROLL CLEAR -2	2.64
		<b>Prev YR Exp/Manual Check</b>	
ERICA - VISA	1/17/2023	WALMART - VISA RIBBON/ FLAG/ SYMPATHY CARDS	39.21
		<b>Prev YR Exp/Manual Check</b>	
ERICA - VISA	1/17/2023	WIX.COM - VISA FUEL	324.00
		<b>Prev YR Exp/Manual Check</b>	
ERICA - VISA	1/17/2023	BURGER KING - VISA LUNCH - EDUCATION	6.63
		<b>Prev YR Exp/Manual Check</b>	
ERICA - VISA	1/17/2023	PROTEA FLOWER BOUTIQUE - VISA F. BURKEL - FUNERAL	100.00
		<b>Prev YR Exp/Manual Check</b>	
ERICA - VISA	1/17/2023	AMAZON - VISA MULTIPLE ACCOUNTS / DEPARTMENTS	31.50
		<b>Prev YR Exp/Manual Check</b>	

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ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 1/17/2023

From Account:

Thru: 1/17/2023

Thru Account:

Check Nbr	Check Date	Payee	Amount
ERICA - VISA Prev YR Exp/Manual Check	1/17/2023	WALMART - VISA STORAGE BOXES / HOOKRAIL/ MED PLANNER /	45.41
ERICA - VISA Prev YR Exp/Manual Check	1/17/2023	WALMART - VISA POINSETTIAS / SYMPATHY CARD	12.93
ERICA - VISA Prev YR Exp/Manual Check	1/17/2023	SCOTT'S SUBS - VISA GIFT CARDS -20	103.50
ERICA - VISA Prev YR Exp/Manual Check	1/17/2023	MAILCHIMP - VISA HEADLINES	39.99
ERICA - VISA Prev YR Exp/Manual Check	1/17/2023	DOLLAR TREE - VISA BAGS/CANDY/TOISSUE	49.25
ERICA - VISA Prev YR Exp/Manual Check	1/17/2023	WALMART - VISA NAME BADGES/ CALENDAR	13.05
RENKAS - VIS Prev YR Exp/Manual Check	1/17/2023	PAPA JOHNS - VISA PIZZA FOR SHOP WITH A COP	102.83
RENKAS - VIS Prev YR Exp/Manual Check	1/17/2023	AXON - VISA D. VANLANEN	29.95
RENKAS - VIS Prev YR Exp/Manual Check	1/17/2023	CRITICAL IMPACT - VISA RED DOT PISTOL INSTRUCTOR 2-DAY	400.00
RENKAS - VIS Prev YR Exp/Manual Check	1/17/2023	DEPERE - BADGER STORAGE. - VISA STORAGE VEHICLE FOR CASE	88.00
RENKAS - VIS Prev YR Exp/Manual Check	1/17/2023	FOX VALLEY TECHNICAL - VISA I. SCHIEFELBEIN TRAINING	395.00
RENKAS - VIS Prev YR Exp/Manual Check	1/17/2023	FOX VALLEY TECHNICAL - VISA CONVENCE FEE FOR ONLINE PAYMENT I. SCHIE	11.26
Grand Total			465,582.87

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ACCT

ALL BANK ACCOUNTS

Dated From: 1/17/2023

From Account:


Thru: 1/17/2023

Thru Account:

Amount

Total Expenditure from Fund # 001 - General Fund	83,416.90
Total Expenditure from Fund # 002 - Water Fund	40,113.36
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	3,649.96
Total Expenditure from Fund # 004 - Capital Projects Fund	2,868.34
Total Expenditure from Fund # 006 - K-9 Fund	246.09
Total Expenditure from Fund # 007 - Storm Water Fund	3,874.50
Total Expenditure from Fund # 008 - TID #1 Fund	329,811.72
Total Expenditure from Fund # 009 - TID #2 Fund	1,602.00
Total Expenditure from all Funds	465,582.87



<p style="text-align: center;">  </p> <p style="text-align: center;"> <b>VILLAGE OF HOBART</b>          GREATNESS IS GROWING          Village of Hobart          Village Office 2990 S. Pine Tree Rd, Hobart, WI  <a href="http://www.hobart-wi.org">www.hobart-wi.org</a> - <a href="http://www.buildinhobart.com">www.buildinhobart.com</a> </p>	<p>Notice is hereby given according to State Statutes that the <b>VILLAGE BOARD</b> of the Village of Hobart will meet on <b>Tuesday January 3<sup>rd</sup> 2023 at 6:00 P.M.</b> at the Hobart Village Office. <b>NOTICE OF POSTING:</b> Posted this 30<sup>th</sup> day of December, 2022 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.</p>
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## MEETING MINUTES – VILLAGE BOARD (Regular)

**Date/Time:** Tuesday January 3<sup>rd</sup> 2023 (6:00 P.M.)

**Location:** Village Office, 2990 South Pine Tree Road

### ROUTINE ITEMS TO BE ACTED UPON:

1. Call to order/Roll Call - The meeting was called to order by Rich Heidel at 6:03pm. Rich Heidel, David Dillenburg, Vanya Koepke, and Tammy Zittlow were present. Tim Carpenter attended the meeting via phone
2. Certification of the open meeting law agenda requirements and approval of the agenda – MOTION: Heidel SECOND: Koepke 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 December 20<sup>th</sup> 2022 (Regular)** - ACTION: To approve the consent agenda MOTION: Heidel SECOND: Zittlow VOTE: 5-0

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

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

Donna Severson (362 Crosse Point Court) thanked the staff for keeping the 2022 Board meeting agendas and packets on the Village website. She also had questions about the recently passed 2023 Village Fee Schedule.

**A. DISCUSSION AND ACTION – Resolution 2023-01 (A RESOLUTION ACKNOWLEDGING AND HONORING POLICE CHIEF RANDY BANI FOR HIS SERVICE TO THE VILLAGE OF HOBART AND TOWN OF LAWRENCE)** – ACTION: To approve Resolution 2023-01 MOTION: Dillenberg SECOND: Koepke VOTE: 5-0

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

Village Administrator Kramer informed the Board that the Planning and Zoning Commission, Police Commission and Public Works and Utilities Advisory Committee would be meeting in January.

### 9. COMMITTEE REPORTS AND ACTIONS - None

### 10. OLD BUSINESS

**A. DISCUSSION AND ACTION – Change in Police Policy Management Program** - The 2023 Capital Projects Fund has \$8,600 for the Lexipol Policy program. Police Chief Renkas presented a proposal to contract with a new policy program, and the fiscal impact. ACTION: To approve the proposed change in the Hobart-Lawrence Police Department policy management program MOTION: Heidel SECOND: Zittlow VOTE: 5-0

**B. DISCUSSION AND ACTION – FY2023 TID #1 and TID #2 Budgets** – ACTION: To approve the FY2023 TID #1 and TID #2 budgets as presented MOTION: Koepke SECOND: Carpenter VOTE: 5-0

**C. DISCUSSION - Items for future agenda consideration or Committee assignment** - Kramer said there would be a presentation on the Village's health insurance program at the next Board meeting (January 17<sup>th</sup>).

ACTION: To take a five-minute recess at 6:44 PM prior to entering closed session MOTION: Heidel SECOND: Koepke VOTE: 5-0

**D. ADJOURN to CLOSED SESSION (6:49 PM)** – ACTION: To go into closed session 1) under Wisconsin State Statute 19.85 (1) (e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session RE: Purchase of Property/TID Projects/Development Agreements, and 2) under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation MOTION: Heidel SECOND: Zittlow VOTE: 4-0 (NOTE: Carpenter did not attend the closed session.)

**E. CONVENE into open session (7:22 PM)** – MOTION: Heidel SECOND: Zittlow VOTE: 4-0

**F. ACTION from closed session** – ACTION: To approve the purchase of HB-335-6 from James and Judy Gerbers for \$402.38 and all related costs to the transaction MOTION: Zittlow SECOND: Koepke VOTE: 4-0 ACTION: To approve the Development Agreement between the Village of Hobart and Volante Development LLC for the construction of a subdivision in TID #2, consisting of 46 single family homes and 256 apartment units MOTION: Dillenberg SECOND: Zittlow VOTE: 4-0

**12. ADJOURN (7:23 PM)** – MOTION: Dillenberg SECOND: Heidel VOTE: 4-0

Submitted by Aaron Kramer, Village Administrator



Village of Hobart Public Works & Utilities Advisory Committee Minutes  
Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI  
Monday, November 14, 2022 – 5:00 pm

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**1. Call to Order, Roll Call:**

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

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

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

**3. Approval of Minutes:**

Motion by Don Dohlstrom, seconded by David Smith, to approve the September 19, 2022 minutes as presented. All in favor. Motion carried.

**4. Public Comment on Non-Agenda Items:**

None

**5. Updated job description for additional Public Works Crewmember in 2023:**

Public Works Director, Jerry Lancelle, gave the committee an updated job description. It is proposed to post the job opening before the end of the 2022 year.

Motion by Dave Dillenburg, seconded by Don Dohlstrom, to approve the updated job description as discussed. All in favor. Motion carried.

**6. Review proposed new signage for currently uncontrolled intersection of Indian Trails and Arapahoe:**

Public Works Director, Jerry Lancelle, along with HLPD Captain, Michael Renkas gave the committee their recommendations for the new signage.

Motion by Kevin Gannon, seconded by Don Dohlstrom to approve the design as presented. All in favor. Motion carried.

**7. Update:**

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

**8. Adjournment:**

Motion by Dave Dillenburg, seconded by Dave Baranczyk, to adjourn.

All in favor. Motion carried.

Meeting adjourned at 5:53pm.



**Village of Hobart Planning & Zoning Committee Minutes**  
**Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI**  
**Wednesday, October 12, 2022 – 5:30 pm**

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**1. Call to Order, Roll Call:**

The meeting was called to order by Rich Heidel at 5:31pm. Roll call: Rich Heidel, aye; Dave Dillenburg, aye; Tom Dennee, excused; Bob Ross, excused; David Johnson, aye; Jeff Ambrosius, aye; John Rather, excused.

**2. Verify/Modify/Approve Agenda:**

Motion by Dave Dillenburg, seconded by Rich Heidel, to move agenda number 6 item to the end of the agenda and move agenda numbers 7 and 8 up. All in favor. Motion carried.

**3. Approval of Planning & Zoning Minutes:**

Motion by Dave Johnson, seconded by Jeff Ambrosius, to approve the September 14, 2022 minutes as presented. Rich Heidel abstained from the vote. All in favor. Motion carried.

**4. Public Comment on Non-Agenda Items:**

None.

**5. Consider Conditional Use Permit for Additional Accessory Building (HB-1338, 122 Riverdale Drive):**

Director of Planning & Code Compliance, Todd Gerbers, presented the Conditional Use Permit application.

The commission members discussed the application.

Motion by Rich Heidel, seconded by Jeff Ambrosius to approve the permit with the following conditions:

- A. Maximum overall height of new accessory building shall not exceed 25 feet or height of primary structure on site, whichever is less.
- B. The exterior finish shall be of residential materials which are substantially similar to those used in the principal structure with respect to texture, color and general appearance.
- C. The existing barn and chicken coop shall be razed/removed from the property no later than July 31, 2023 or the 6 month anniversary of the certificate of occupancy, whichever takes place later.

Public comments were made by:

- Ron Van Schyndel: 122 Riverdale Drive, Oneida, WI
- Paul Rose: Green Bay Builder

All in favor. Motion carried.

**6. Modifications/Amendments to the Zoning Ordinance, Chapter 295, 295-8 Definitions:**

Discussion by the committee.

Motion by Dave Dillenburg, seconded by Rich Heidel to approve the change in the definition of a utility building to be "a maximum of 160 sq. ft".  
All in favor. Motion carried.

**7. Consider a single lot CSM dividing one parcel into two separate parcels of 2.53 acres and 35,886 acres (630 Orlando Dr., HB-315):**

Motion by Rich Heidel, seconded by Dave Dillenburg to approve the division of lot HB-315 with the following conditions:

A. New proposed lot to be rezoned to an appropriate residential district to comply with the minimum lot size.

B. Payment of the required Park Fee of \$300.00

All in favor. Motion carried.

**8. Consider a request to rezone a portion of parcel HB-315 (630 Orlando Drive) from A-1: Agricultural District to ER: Estate Residential District:**

Motion by Dave Dillenburg, seconded by Dave Johnson to approve the rezoning as presented.

All in favor. Motion carried.

**9. Discussion of starting time of Committee Meetings:**

No action taken.

**10. Adjournment:**

Motion by Jeff Ambrosius, seconded by Dave Johnson, to adjourn at 6:29pm. All in favor. Motion carried.



**Village of Hobart Planning & Zoning Committee Minutes  
Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI  
Wednesday, November 9, 2022 – 5:30 pm**

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**1. Call to Order, Roll Call:**

The meeting was called to order by Rich Heidel at 5:32 pm. Roll call: Rich Heidel, aye; Dave Dillenburg, aye; Tom Dennee, aye; Bob Ross, aye; David Johnson, aye; Jeff Ambrosius, excused; John Rather, aye.

**2. Verify/Modify/Approve Agenda:**

Motion by Rich Heidel, seconded by Bob Ross, to approve the agenda as presented. All in favor. Motion carried.

**3. Public Comment on Non-Agenda Items:**

None.

**4. Quarry operations renewal at existing quarry located at 361 Orlando Drive:**

Director of Planning & Code Compliance, Todd Gerbers, gave the committee updates along with Scott Janssen and Jay Effa from Daanen & Janssen, Inc.

Motion by Rich Heidel, seconded by Tom Dennee to renew the permit for 2023. All in favor. Motion carried.

**5. Adjourn:**

Motion by Tom Dennee, seconded by Dave Johnson, to adjourn at 6:06 pm. All in favor. Motion carried.



MN006-W300, 9800 Health Care Lane  
Minnetonka, MN 55343  
Tel: 1-866-432-5992; Fax: 1-855-208-8348

September 18, 2022

VILLAGE OF HOBART  
MARY SMITH/ERICA BERGER  
2990 S PINE TREE RD  
ONEIDA, WI 54155-0000

Re: VILLAGE OF HOBART  
Customer number: 0517013  
Policy number: 0517013  
Renewal date: 01/01/2023  
Current plan: W2-L / RX 2V

Dear MARY SMITH/ERICA BERGER:

Thank you for allowing UnitedHealthcare to serve your health benefit plan needs for the policy year just ending. Now it's time to begin making plans for the coming year. This packet contains your customized renewal package, which will allow you to determine which plan, or plans, best meet your business needs for the coming year.

We have renewed you to your current grandfathered plan at the new rate. This is the plan that you communicated was to be grandfathered under the Affordable Care Act. In addition, be sure to review the personalized alternate solutions we have listed in the "Consider" section. Then turn to the "Decide" page for step-by-step directions to renew your coverage without interruption. Please note that if you choose to select one of the alternate plans offered to you, or make any modification to your existing plan such as the contribution amount, you will lose your current plan's grandfathered status, and will therefore be subject to the requirements of the Affordable Care Act.

Soon, you will receive your Summary of Benefits and Coverage (SBC), if you haven't already. Your employees will also receive a copy. The SBC will give you information to better understand your renewal plan or plans and allow you to compare coverage options across different types of plans and products. For more information regarding this document, please visit [uhc.com/summary](http://uhc.com/summary).

We're looking forward to another year of serving you and your employees. Please take the time to review the enclosed materials and feel free to contact your broker, BENEFITS INC , 262-207-1999, or call me at 1-866-432-5992 with any questions.

Sincerely,  
Your Renewal Account Executive  
CC: BENEFITS INC



**CCIIO**

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## Keeping the Health Plan You Have: The Affordable Care Act and “Grandfathered” Health Plans

The Affordable Care Act gives American families and businesses more control over their health care by providing greater benefits and protections for family members and employees. It also provides the stability, and also the flexibility, that families and businesses need to make the choices that work best for them.

During the health reform debate, President Obama made clear to Americans that “if you like your health plan, you can keep it.” He emphasized that there is nothing in the new law that would force them to change plans or doctors. Today, the Departments of Health and Human Services, Labor, and Treasury issued a new regulation for health coverage in place on March 23, 2010 that makes good on that promise by:

- Protecting the ability of individuals and businesses to keep their current plan;

- Providing important consumer protections that give Americans – rather than insurance companies – control over their own health care.
- Providing stability and flexibility to insurers and businesses that offer insurance coverage as the nation transitions to a more competitive marketplace in 2014 where businesses and consumers will have more affordable choices through Exchanges.

The rule announced today preserves the ability of the American people to keep their current plan if they like it, while providing new benefits, by minimizing market disruption and putting us on a glide path toward the competitive, patient-centered market of the future. While it requires all health plans to provide important new benefits to consumers, it allows plans that existed on March 23, 2010 to innovate and contain costs by allowing insurers and employers to make routine changes without losing grandfather status. Plans will lose their “grandfather” status if they choose to significantly cut benefits or increase out-of-pocket spending for consumers – and consumers in plans that make such changes will gain new consumer protections.

Most of the 133 million Americans with employer-sponsored health insurance through large employers will maintain the coverage they have today. Large employer-based plans already offer most of the comprehensive benefits and consumer protections that the Affordable Care Act will provide to all Americans this year – such as preventing lifetime limits on coverage – and in the future.

People who work in smaller firms – which change insurers more often due to annual fluctuations in premiums – and people who purchase their own insurance in the individual market – a group that frequently changes coverage – will enjoy all of the benefits of the Affordable Care Act when they choose a new plan. These Americans also will benefit from the new competitive Exchanges that will be established in 2014 to offer individuals and workers in small businesses with greater choice of plans at more affordable rates – the same choice of plans as members of Congress.

## **Protecting Patients’ Rights in All Plans**

All health plans – whether or not they are grandfathered plans – must provide certain benefits to their customers for plan years starting on or after September

23, 2010 including:

- No lifetime limits on coverage for all plans;
- No rescissions of coverage when people get sick and have previously made an unintentional mistake on their application;
- Extension of parents' coverage to [young adults under 26 years old](#); and the

For the vast majority of Americans who get their health insurance through employers, additional benefits will be offered, irrespective of whether their plan is grandfathered, including:

- No coverage exclusions for children with pre-existing conditions; and
- No “restricted” annual limits (e.g., annual dollar-amount limits on coverage below standards to be set in future regulations).

## **Additional Consumer Protections Apply to Non-Grandfathered Plans**

Grandfathered health plans will be able to make routine changes to their policies and maintain their status. These routine changes include cost adjustments to keep pace with medical inflation, adding new benefits, making modest adjustments to existing benefits, voluntarily adopting new consumer protections under the new law, or making changes to comply with State or other Federal laws. Premium changes are not taken into account when determining whether or not a plan is grandfathered.

Plans will lose their grandfathered status if they choose to make significant changes that reduce benefits or increase costs to consumers. If a plan loses its grandfathered status, then consumers in these plans will gain additional new benefits including:

- Coverage of recommended prevention services with no cost sharing; and
- Patient protections such as guaranteed access to OB-GYNs and pediatricians.

Under the Affordable Care Act, these requirements are applicable to all new plans, and existing plans that choose to make the following changes that would cause them to lose their grandfathered status.

Compared to their policies in effect on March 23, 2010, grandfathered plans:

- **Cannot Significantly Cut or Reduce Benefits.** For example, if a plan decides to no longer cover care for people with diabetes, cystic fibrosis or HIV/AIDS.
- **Cannot Raise Co-Insurance Charges.** Typically, co-insurance requires a patient to pay a fixed percentage of a charge (for example, 20% of a hospital bill). Grandfathered plans cannot increase this percentage.
- **Cannot Significantly Raise Co-Payment Charges.** Frequently, plans require patients to pay a fixed-dollar amount for doctor's office visits and other services. Compared with the copayments in effect on March 23, 2010, grandfathered plans will be able to increase those co-pays by no more than the greater of \$5 (adjusted annually for medical inflation) or a percentage equal to medical inflation plus 15 percentage points. For example, if a plan raises its copayment from \$30 to \$50 over the next 2 years, it will lose its grandfathered status.
- **Cannot Significantly Raise Deductibles.** Many plans require patients to pay the first bills they receive each year (for example, the first \$500, \$1,000, or \$1,500 a year). Compared with the deductible required as of March 23, 2010, grandfathered plans can only increase these deductibles by a percentage equal to medical inflation plus 15 percentage points. In recent years, medical costs have risen an average of 4-to-5% so this formula would allow deductibles to go up, for example, by 19-20% between 2010 and 2011, or by 23-25% between 2010 and 2012. For a family with a \$1,000 annual deductible, this would mean if they had a hike of \$190 or \$200 from 2010 to 2011, their plan could then increase the deductible again by another \$50 the following year.
- **Cannot Significantly Lower Employer Contributions.** Many employers pay a portion of their employees' premium for insurance and this is usually deducted from their paychecks. Grandfathered plans cannot decrease the percent of premiums the employer pays by more than 5 percentage points (for example, decrease their own share and increase the workers' share of premium from 15% to 25%).
- **Cannot Add or Tighten an Annual Limit on What the Insurer Pays.** Some insurers cap the amount that they will pay for covered services each year. If they want to retain their status as grandfathered plans, plans cannot tighten

any annual dollar limit in place as of March 23, 2010. Moreover, plans that do not have an annual dollar limit cannot add a new one unless they are replacing a lifetime dollar limit with an annual dollar limit that is at least as high as the lifetime limit (which is more protective of high-cost enrollees).

- **May Change Insurance Companies.** An employer with a group health plan can switch plan administrators as well as buy insurance from a different insurance company without losing grandfathered status--provided the plan does not make any of the above six changes to its cost or benefits structure.\*

\* Previously, one way an employer group health plan could lose its grandfather status was to change issuers--switch from one insurance company to another. The original regulation allowed only self-funded plans to change third-party administrators without necessarily losing their grandfathered plan status. On November 15, the regulation was amended to allow all group health plans to switch insurance companies and shop for the same coverage at a lower cost while maintaining their grandfathered status, as long as the structure of the coverage doesn't violate one of the other rules for maintaining grandfathered plan status.

## Protecting Against Abuse of Grandfathered Health Plan Status

To prevent health plans from using the grandfather rule to avoid providing important consumer protections, the regulation provides for:

- Promoting transparency by requiring a plan to disclose to consumers every time it distributes materials whether the plan believes that it is a grandfathered plan and therefore is not subject to some of the additional consumer protections of the Affordable Care Act. This allows consumers to understand the benefits of staying in a grandfathered plan or switching to a new plan. The plan must also provide contact information for enrollees to have their questions and complaints addressed;
- Revoking a plan's grandfathered status if it forces consumers to switch to another grandfathered plan that, compared to the current plan, has less benefits or higher cost sharing as a means of avoiding new consumer protections; or

- Revoking a plan's grandfathered status if it is bought by or merges with another plan simply to avoid complying with the law.

## **Projected Impact on Consumers and Plans**

### **Large Employer Plans**

The 133 million Americans with employer-sponsored health insurance through large employers (100 or more workers) — who make up the vast majority of those with private health insurance today — will not see major changes to their coverage as a result of this regulation. This regulation affirms that most of these plans will remain grandfathered — more than three-quarters of firms in 2011 — based on the way they changed cost sharing from 2008-2009. Most of these plans already offer the patient protections applied to grandfathered plans such as no pre-existing condition exclusions for children and no rescissions of coverage when a person gets sick. In addition, they are likely to already give their workers and families protections like a choice of OB-GYN and pediatrician and access to emergency rooms in other states without prior authorization. Based on past patterns of behavior, it is expected that large employers will continue to make adjustments to the health plans they offer from year to year so that, by the time the health insurance Exchanges are established in 2014, fewer — but still most — large employer plans will have grandfather status. However, the assumed market changes depend on the choices large employers make in the future.

### **Small Business Plans**

The roughly 43 million people insured through small businesses will likely transition from their current plan to one with the new protections over the next few years. Small plans tend to make substantial changes to cost sharing, employer contributions, and health insurance issuers more frequently than large plans. As such, we estimate that 70% of plans will be grandfathered in the first year, but depending on the choices these employers make, this could drop to about one-third over several years. To help sustain small business coverage, the Affordable Care Act also includes a tax credit for up to 35% of their premium contributions.

## **Individual Health Market**

The 17 million people who are covered in the individual health insurance market, where switching of plans and substantial changes in coverage are common, will receive the new protections of the Affordable Care Act sooner rather than later. Roughly 40 percent to two-thirds of people in individual market policies change plans within a year. Given this “churn,” the transition for the 17 million people in this market will be swift. In the short run, individuals whose plan changes and is no longer grandfathered will gain access to free preventive services, protections against restricted annual limits, and patient protections such as improved access to emergency rooms. These Americans also will benefit from the Health Insurance Exchanges that will be established in 2014 to offer individuals and workers in small businesses a much greater choice of plans at more affordable rates.

### **People in Special Types of Health Plans**

Fully-insured health plans subject to collective bargaining agreements will be able to maintain their grandfathered status until their agreement terminates. After that point, they are subject to the same rules as other health plans; in other words, they will lose their grandfathered status if they make any of the substantial changes described above. Retiree-only and “excepted health plans” such as dental plans, long-term care insurance, or Medigap, are exempt from the Affordable Care Act insurance reforms.

### **Projections of Employer Plans Remaining Grandfathered, 2011-2013**

There is considerable uncertainty about what choices employers will make over the next few years as the market prepares for the establishment of the competitive Exchanges and other market reforms such as new consumer protections, middle-class tax credits and other steps to expand affordability and choice for millions more Americans. This rule estimates the likely decisions of employers based on assumptions and extrapolations of recent market behavior, including the decisions by employers to change their health plans in 2008 and 2009. The table below depicts the results of this analysis:

Type of Plan	Enrollees	Employer Plans Remaining Grandfathered	Explanation	
2011	2013			
Allowable Percent Change in Co-Payments from 2010	Medical inflation* (4%) + 15% = 19%	Medical inflation* (4% <sup>3</sup> = 12%) + 15% = 27%	Deductibles, copayments can increase faster than medical inflation over time	
Large Employer	133 million	<p>Low: 87% remain grandfathered</p> <p>Mid-range: 82% remain grandfathered</p> <p>High: 71% remain grandfathered</p>	<p>Low: 66% remain grandfathered</p> <p>Mid-range: 55% remain grandfathered</p> <p>High: 36% remain grandfathered</p>	<p>Large plans are more stable and often self-insured.</p> <p>Regulation permits plans to make routine changes needed to keep premium growth in check.</p>



Small Employer	43 million	<p>Low: 80% remain grandfathered</p> <p>Mid-range: 70% remain grandfathered</p> <p>High: 58% remain grandfathered</p>	<p>Low: 51% remain grandfathered</p> <p>Mid-range: 34% remain grandfathered</p> <p>High: 20% remain grandfathered</p>	<p>Small businesses typically buy commercial insurance and frequently make changes in insurers and coverage.</p> <p>Limited purchasing power and high overhead often force a trade-off between dramatic changes in benefits and cost sharing and affordable premiums.</p>
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\* Assumes medical inflation at 4%

The “low” percentage is based on the mid-range percentages plus plans that could stay grandfathered with small premium changes.

The “mid-range” percentage is based on assumptions of the number of plans that would lose their grandfathered status if they made changes consistent with the changes that they made in 2008 and 2009 that would not lead to premium increases.

The “high” percentage assumes that some plans would not be able to make the adjustments to employer premium contribution they would need to keep premiums the same while keeping their other cost-sharing parameters within the grandfathering rules. The estimates in this case assume these plans will choose to relinquish their grandfathered status instead.

### **Choices in 2014 and Subsequent Years**

In 2014, small businesses and individuals who purchase insurance on their own will gain access to the competitive market Exchanges. These Exchanges will offer individuals and workers in small businesses with a much greater choice of plans at more affordable rates – the same choice as members of Congress. In fact, the Congressional Budget Office (CBO) has estimated that, on an apples-to-apples basis, premiums will be 14-20 percent lower than they would be under current law in 2016 due to competition, lower insurance overhead, and increased pooling and purchasing power. Small businesses also will have more affordable options. CBO has estimated that a family policy for small businesses would be available in the Exchanges at a premium that is \$4,000 lower than under current law in 2016.

These reduced premiums do not take into account the tax credits available to small businesses and middle-class families to help make insurance affordable. These additional new choices may further lower the likelihood that small businesses workers will remain in grandfathered health plans. Consumers insured through large employers are more likely to remain in grandfathered plans in 2014 and beyond.

Read the Press Release at:

<http://www.hhs.gov/news/press/2010pres/06/20100614e.html>.

Read the Questions and Answers on the Regulation at

<http://www.healthreform.gov/about/grandfathering.html>.

# BENEFIT COST COMPARISON

Prepared for: Village of Hobart

Date: December 21, 2022



Confidentiality Statement – Acceptance of this comparison is acceptance of Intellectual Property of The Benefit Companies. The information may not be shared or used unless such disclosure is authorized by the signing of a Confidentiality Agreement.

This review is intended to summarize various comparisons and is not an offer or guarantee of coverage. Rates and coverage are subject to final acceptance by the insurance companies. NOTE: Rates may have been averaged for comparison purposes. In case this review conflicts with a carrier's materials or contracts, in all cases the carrier's contract/material shall prevail. We reserve the right to correct any errors found in the comparison and other materials shared. Because all contracts differ, no warranty is made of duplication of plan benefits.



## Village of Hobart Marketing Summary

### Medical

Renewal Date: 01/01/2023

Quotes were requested from the following carriers:

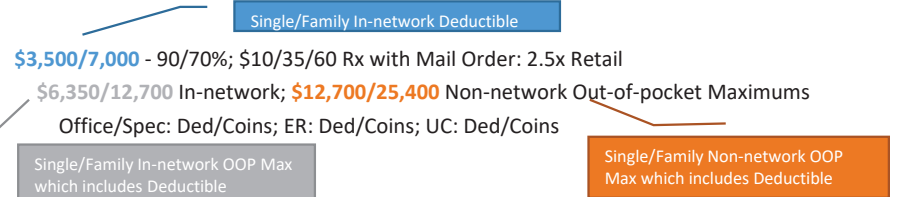
	Carrier	Result
Current:	United Healthcare (non-ACA)	7.9% renewal increase
	United Healthcare ACA	Rates 35.8% higher than current
	Anthem ACA	Blue Preferred Network is 16.9% higher than current
	Anthem ACA	Blue Priority Network is 9.9% higher than current
	Prevea 360 ACA	Rates 1.3% higher than current
	Humana ACA	Rates 64.3% higher than current
	WPS ACA	Statewide Network is 33.3% higher than current
	WPS ACA	Select Plus Network is 21.6% higher than current
	United Healthcare Level Funded	Not a candidate due to claims experience

## Village of Hobart

Medical Cost Comparison

Employer Contribution: EE: 50%/Dep: 50%

ATNE 0 Effective Date: 01/01/2023



Carrier/Plan Description	Single	Employee & Spouse	Employee & Child(ren)	Family	Monthly Total	Annual Premium	% Change
<i>Census:</i>	8	3	0	12	23		

**Rate History**

1/1/22: United Healthcare 8.5% increase, renewed.  
 1/1/21: United Healthcare 1.2% increase, renewed.

**Current Carrier: United Healthcare (non-ACA)**

Plan Option 1	<b>PPO: W2L Rx 2V (Choice Plus Network)</b> \$2,000/4,000 - 100/80%; \$10/35/60 Rx after deductible	\$33,338	\$400,058
<b>Embedded</b>	\$4,000/8,000 In-network; \$8,000/16,000 Non-network Out-of-pocket Maximums Office Visit/Spec: Ded/Coins; ER: Ded/Coins; UC: Ded/Coins		

**Renewal: United Healthcare (non-ACA)**

Plan Option 1	<b>PPO: W2L Rx 2V</b> \$2,000/4,000 - 100/80%; \$10/35/60 Rx after deductible	\$35,986	\$431,826	<b>7.9%</b>
<b>Embedded</b>	\$4,000/8,000 In-network; \$8,000/16,000 Non-network Out-of-pocket Maximums Office Visit/Spec: Ded/Coins; ER: Ded/Coins; UC: Ded/Coins			

HRA: Employee first \$500 then HRA \$1500

**UHC Choice + Network ACA Rates Effective 01/01/2023**

<b>HDHP (HSA)</b>	<b>Gold CXFK with K62Y Rx Essential</b> \$2,000/4,000 - 100/80%; \$10/40/105/250/500 Rx	\$45,280	\$543,360	<b>35.8%</b>
<b>Non-Embedded</b>	\$6,000/6,900 In-network; \$12,900/25,800 Non-network Out-of-pocket Maximums Office Visit/Spec: \$20/\$40; ER: \$500; UC: \$50			

**UHC Notes: Choice +**  
 \*Lab Benefit Change: Use of a Non-Designated Diagnostic Provider for Outpatient Lab or Major Diagnostic Imaging (MRI, CT, PET, etc.) may result in a reduction of benefits. Please see your Schedule of Benefits. Please refer to myuhc.com for a list of Designated Providers.  
 Standard Select Rx Network - excludes CVS

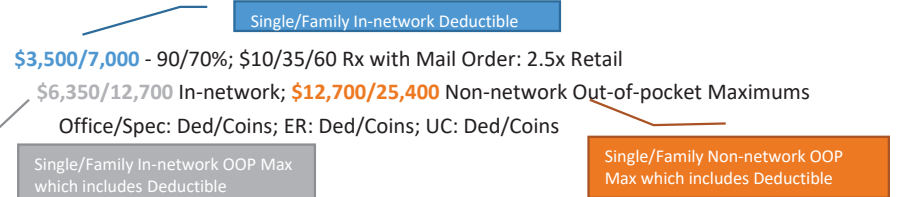
Final rates are based on the final underwritten census. Changes to the final enrollment census may impact the final rates issued by the insurance carrier. The review is intended to summarize various comparisons and is not an offer or guarantee of coverage. Rates and coverage are subject to actual enrollment and final acceptance by the insurance companies. We reserve the right to correct any errors and in all cases, the insurer contracts and material prevail.

**Village of Hobart**

Medical Cost Comparison

Employer Contribution: EE: 50%/Dep: 50%

ATNE 0 Effective Date: 01/01/2023



Carrier/Plan Description	Single	Employee & Spouse	Employee & Child(ren)	Family	Monthly Total	Annual Premium	% Change
<i>Census:</i>	8	3	0	12	23		

**Anthem Blue Preferred Network** ACA Rates Effective 01/01/2023

<b>HDHP (HSA)</b>	<b>Gold 6UUT with Tiered Rx</b>						
	\$2,000/4,000 - 100/50%; \$15/50/90/25% to \$400 Max Rx				\$38,977	\$467,720	16.9%
<b>Non-Embedded</b>	\$4,000/8,000 In-network; \$12,000/24,000 Non-network Out-of-pocket Maximums Office Visit/Spec: Ded/Coins; ER: \$500; UC: Ded/Coins Level 2 Rx: \$25/60/100/35%						

**Anthem Notes:** **Anthem Blue Preferred Network**  
 Broad, State-wide Network  
 Network Includes: Prevea, St. Mary's, St. Vincent, Aurora Health Care, Children's Health System, Beaver Dam Community Hospital, Columbia St. Mary's - Ascension, Fort Health Care, Froedtert Community Health, Medical College of Wisconsin, ProHealth Care, Wheaton Franciscan Healthcare - Ascension, United Hospital System & Watertown Med Ctr.

**Anthem Blue Priority Network** ACA Rates Effective 01/01/2023

<b>HDHP (HSA)</b>	<b>Gold 6UVL with Tiered Rx</b>						
	\$2,000/4,000 - 100/50%; \$15/50/90/25% to \$400 Max Rx				\$36,642	\$439,707	9.9%
<b>Non-Embedded</b>	\$4,000/8,000 In-network; \$12,000/24,000 Non-network Out-of-pocket Maximums Office Visit/Spec: Ded/Coins; ER: \$500; UC: Ded/Coins Level 2 Rx: \$25/60/100/35%						

**Anthem Notes:** **Anthem Blue Priority Network**  
 Wisconsin-based network which includes not only all of Aurora's providers, hospitals and clinics, but also health care systems which routinely rank as the most efficient and highest quality in the state of Wisconsin.  
 Network includes: Aspirus, Children's Hospital of WI, Gundersen, ProHealth, ThedaCare, Watertown Regional Medical Center, Aurora Bay Area, Bellin Health, Fort HealthCare, Meriter, Sauk Prairie HealthCare, UW Health  
 Does not include: Prevea, St. Mary's, St. Vincent, Froedtert/Medical College of Wisconsin and Ascension  
**Includes 2 levels of Rx benefits based on the pharmacy used. Copays will be higher at certain pharmacies, such as Walgreens, Rite Aid, Meijer.**

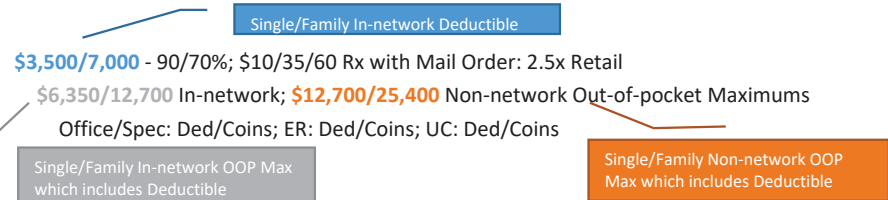
Final rates are based on the final underwritten census. Changes to the final enrollment census may impact the final rates issued by the insurance carrier. The review is intended to summarize various comparisons and is not an offer or guarantee of coverage. Rates and coverage are subject to actual enrollment and final acceptance by the insurance companies. We reserve the right to correct any errors and in all cases, the insurer contracts and material prevail.

## Village of Hobart

Medical Cost Comparison

Employer Contribution: EE: 50%/Dep: 50%

ATNE 0 Effective Date: 01/01/2023



Carrier/Plan Description	Single	Employee & Spouse	Employee & Child(ren)	Family	Monthly Total	Annual Premium	% Change
<i>Census:</i>	8	3	0	12	23		

**Prevea 360** | **Prevea Network** | ACA Rates Effective 01/01/2023

<b>HDHP (HSA)</b>	<b>HMO Gold 2600</b>						
	\$2,600/5,200 - 100/0%; Ded/Coins Rx				\$33,766	\$405,194	1.3%
<b>Non-Embedded</b>	\$2,600/5,200 In-network; No Non-network Out-of-pocket Maximums Office Visit/Spec: Ded/Coins; ER: Ded/Coins; UC: Ded/Coins						

**Prevea Notes:** Network includes: Prevea Health, St. Mary's Hospital, St. Vincent Hospital, St. Nicholas, St. Claire, Holy Family. Does not include Aurora, Bellin or ProHealth

**Humana** | **NPOS Network** | ACA Rates Effective 01/01/2023

<b>HDHP (HSA)</b>	<b>Gold Savings Option 1</b>						
	\$3,000/6,000 - 90/60%; Ded/Coins Rx				\$54,776	\$657,315	64.3%
<b>Embedded</b>	\$3,750/7,500 In-network; \$15,000/30,000 Non-network Out-of-pocket Maximums Office Visit/Spec: Ded/Coins; ER: Ded/Coins; UC: Ded/Coins						

**Humana Notes:** **Humana National POS - Open Access Network**  
Offers the advantages of an HMO with the flexibility of a PPO Plan. Members can visit any participating network provider at any time and do not need to choose a primary care physician  
Network Includes: Aurora Health Care, Beloit Hospital System, Columbia St. Mary's, Children's Hospital of Wisconsin, Fort HealthCare, Froedtert & Medical College Community Physicians, HSHS St. Nicholas Hospital, Mercy Health System, ProHealth Care Medical Group, Physicians' Health Network-Sheboygan, United Hospital System, Watertown Regional Medical Center, Wheaton Franciscan Healthcare

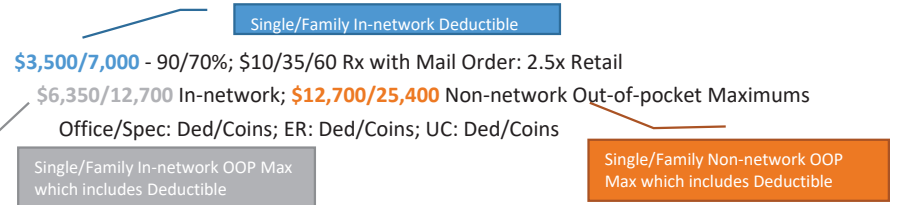
Final rates are based on the final underwritten census. Changes to the final enrollment census may impact the final rates issued by the insurance carrier. The review is intended to summarize various comparisons and is not an offer or guarantee of coverage. Rates and coverage are subject to actual enrollment and final acceptance by the insurance companies. We reserve the right to correct any errors and in all cases, the insurer contracts and material prevail.

### Village of Hobart

Medical Cost Comparison

Employer Contribution: EE: 50%/Dep: 50%

ATNE 0 Effective Date: 01/01/2023



Carrier/Plan Description	Single	Employee & Spouse	Employee & Child(ren)	Family	Monthly Total	Annual Premium	% Change
<i>Census:</i>	8	3	0	12	23		

**WPS** **WPS Statewide Network** ACA Rates Effective 01/01/2023

<b>HDHP (HSA)</b>	<b>PPO Gold 2600</b>						
	\$2,600/5,200 - 100/70%; Ded/Coins Rx				\$44,435	\$533,220	33.3%
<b>Non-Embedded</b>	\$2,600/5,200 In-network; \$11,200/22,400 Non-network Out-of-pocket Maximums Office Visit/Spec: Ded/Coins; ER: Ded/Coins; UC: Ded/Coins						

**WPS Notes:** **WPS Statewide Network**  
The regional WPS Statewide Network includes more than 25,000 health care service locations, a wide range of clinics and specialty care centers, and 165 hospitals throughout Wisconsin, as well as parts of Illinois, Iowa, and Minnesota.

**WPS** **Select Plus Network** ACA Rates Effective 01/01/2023

<b>HDHP (HSA)</b>	<b>HMO Gold 2600</b>						
	\$2,600/5,200 - 100/0%; Ded/Coins Rx				\$40,545	\$486,534	21.6%
<b>Non-Embedded</b>	\$2,600/5,200 In-network; No Non-network Out-of-pocket Maximums Office Visit/Spec: Ded/Coins; ER: Ded/Coins; UC: Ded/Coins						

**WPS Notes:** **Select Plus Network**  
Includes top performing provider systems throughout Wisconsin such as Ascension, Aurora, ProHealth, Gundersen, Bellin, ThedaCare, and UW Health, UnityPoint Health-Meriter along with many independents here in SE Wisconsin. Also included are Children’s Hospital and Children’s Medical Group.  
Does not include Prevea, St. Mary’s, St. Vincent, Froedtert Hospitals and Physicians, Medical College of Wisconsin

Final rates are based on the final underwritten census. Changes to the final enrollment census may impact the final rates issued by the insurance carrier. The review is intended to summarize various comparisons and is not an offer or guarantee of coverage. Rates and coverage are subject to actual enrollment and final acceptance by the insurance companies. We reserve the right to correct any errors and in all cases, the insurer contracts and material prevail.



## DID YOU KNOW?

★★★★★

### Health Insurance Costs Continue to Pressure Municipal Budgets

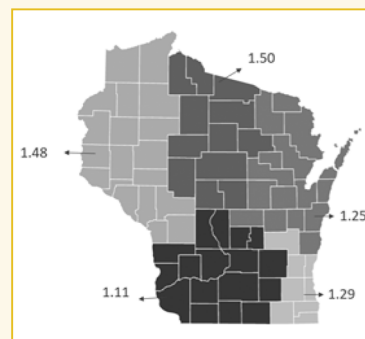
As municipalities passed their budgets, they did so with higher renewal costs beyond the 1.71% statewide average net new

construction rate, on average. Aside from wages and fringe benefit costs, health insurance remains a dominant cost and any percentage increase often results in impact elsewhere in the municipal budget, particularly under the current outdated system of funding local governments. Data from a Cottingham & Butler dataset of approximately 60 municipalities statewide, showed the average 1/2022 increase was 6%, and the average 1/2023 increase was 8%. Regionally across the state, care costs vary greatly. The chart below shows the cost of care vs the national average. For example, Rhinelander is 50% above the nation average, De Pere is 25%, Madison is 11% above, Hudson is 48% above, and Kenosha is 29%.

Municipalities are ever efficient in identifying ways to save public dollars in meeting resident demands for basic service delivery, however, health care costs remain a challenge, particularly in certain regions

in the state. Like League members, not one health plan design or group of insureds are created the same. In that vein, public sector health consultant, Gallagher, reported cost control tactics in order of popularity:

64% Offer Telemedicine, 58% providing wellness incentives, 28.5% increase employee contribution to the cost of premiums, and 22.4% offer an opt-out credit to employees who waive coverage. At a time when workforce attraction and retention are central to municipal operations, sustaining attractive health plans can be a challenge. Identify all your benefits in your recruitment and retention efforts. Ask your agent/broker solid questions, consider your options, and engage with efforts to change the broken way Wisconsin funds local governments.



The League's Clerks, Treasurers and Finance Officers Committee met in December to begin planning the upcoming June conference at the Tundra Lodge in Green Bay – which, thanks to the committee, is going to be awesome! *Thanks to everyone for their work!*

(In order of committee position - not the same as the photo)

**President:** David Kurihara, City Clerk/Treasurer, Lancaster (TR)

**1st Vice President:** Amy Barnes, WCMC, Clerk/Treasurer, Village of Blanchardville (CL)

**2nd Vice President:** Kelly Sobieski, Director of Office Services/Deputy Clerk/Treasurer, Cudahy, (CL) (attended by, and is pictured on, Steve's phone)

**Secretary:** Debi Heisner, City Clerk, Village of Fennimore (CL)

**Treasurer:** Michelle Ebbert, City Clerk/Treasurer, Fort Atkinson (CL)

**Trustees:** Gail Tamez, Admin/Clerk/Treasurer, Wales (FD) & Jacob Crosetto, Finance Director/Clerk/Treasurer, Reedsburg (FD)

**Past Presidents:** Steven Braatz, Jr., City Clerk, Wauwatosa (CL)

Ralph Chipman, City Finance Director, New Berlin (FD)  
Carrie Jensen, CMP, League Event Manager



Wisconsin Department of Transportation  
Division of Transportation System Development  
Northeast Regional Office  
944 Vanderperren Way  
Green Bay, WI 54304

Governor Tony Evers  
Secretary Craig Thompson  
[wisconsindot.gov](http://wisconsindot.gov)  
Telephone: (920) 492-5643  
FAX: (920) 492-5640  
Email: [ner.dtsd@dot.wi.gov](mailto:ner.dtsd@dot.wi.gov)



January 9, 2023

Nicholas S. Uitenbroek, P.E.  
Brown County Engineering Manager  
2198 Glendale Avenue  
Green Bay, WI 54303

Subject: Jurisdictional Transfer Approvals

Dear Mr. Uitenbroek:

We reviewed the attached resolutions requesting the following changes to the County Trunk Highway System in Brown County:

- CTH U from CTH VV to Old STH 29
  - 0.57-mile segment to be removed from the County Highway System and
  - Jurisdictionally transferred to the Village of Hobart and the Town of Oneida
  - The Village of Hobart will have maintenance authority of the roadway
  - Associated with WisDOT project number 9200-10-71
- CTH VV from 700' west of N. Overland Road to 350-feet east of N. Overland Road
  - 0.20-mile segment to be removed from the County Highway System and
  - Jurisdictionally transferred to the Village of Hobart
  - Associated with WisDOT project number 9200-10-71
- Marley Street from STH 29 to CTH C
  - 0.93-mile segment to be jurisdictionally transferred from the Village of Howard and the Town of Pittsfield to Brown County
  - Highway will be identified as CTH VV
  - Associated with WisDOT project number 9200-10-71 and 9269-00-14

This letter serves as the Wisconsin Department of Transportation (WisDOT) approval for the jurisdictional transfers.

In Wisconsin Statutes, Section 83.025(1), a county board may not make additions or deletions from the county trunk system without the approval of WisDOT. With WisDOT approval, the county trunk system change will be made to the local road aid certification log and state maps. The effective date for this change is December 31, 2022. The changes in local road aid payments will be processed and reflected in two years per State Statutes, Section 86.302(3). Please revise your records and notify all interested parties.

Thank you for including us in your jurisdictional transfer changes.

*Nicholas Weber*

Nicholas Weber  
Urban & Regional Planner

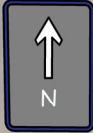
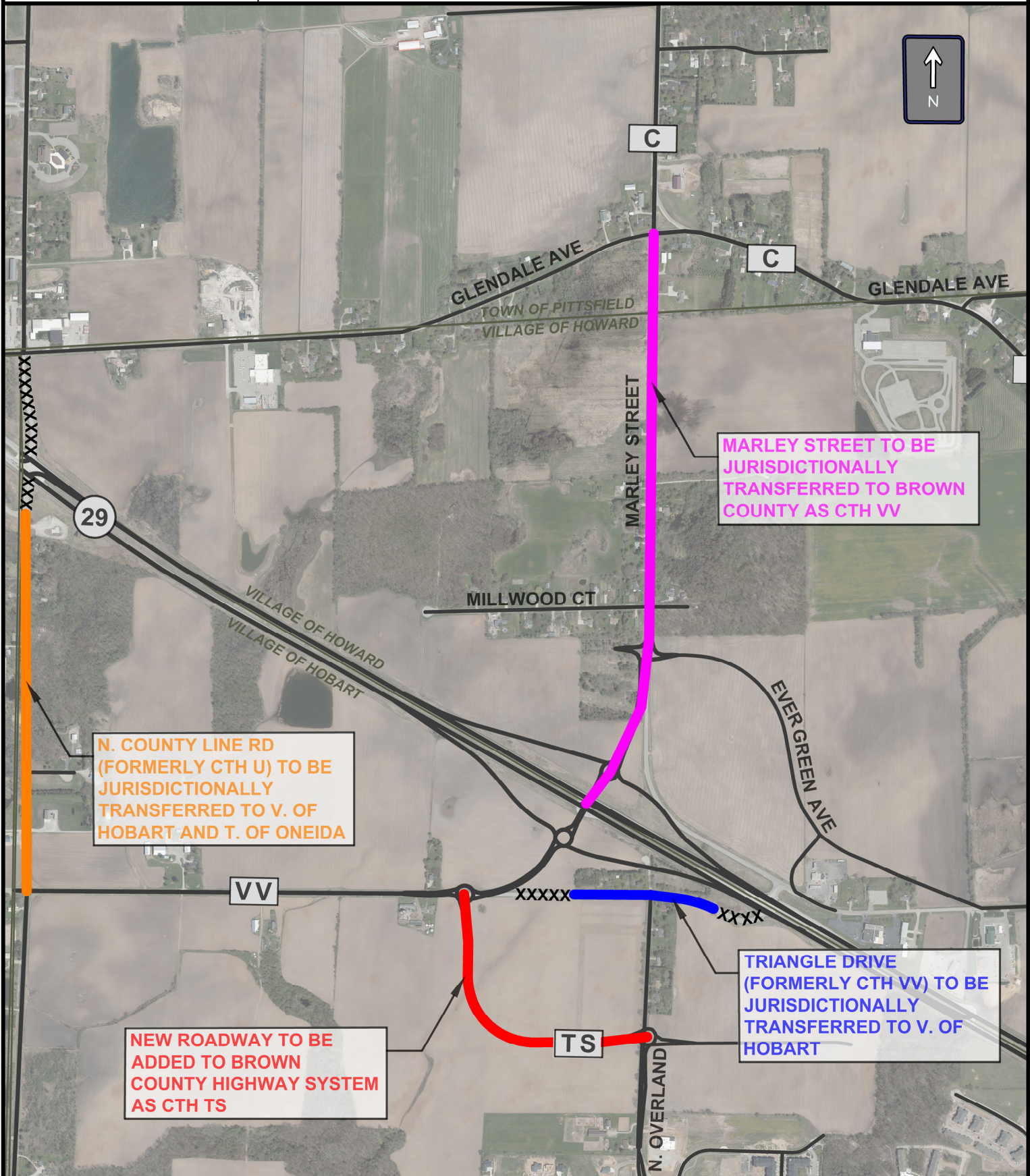
Attachments: Attachments.pdf

cc: Jeanette Nelson, WisDOT Planning Supervisor  
Kara Sandley, WisDOT Bureau of State Highway Programs  
Jeffrey King, Outagamie County Clerk  
Erica Berger, Village of Hobart Clerk  
Kelly Hill, Town of Oneida Clerk  
Chris Holtom, Village of Howard Clerk  
Deb Diederich, Town of Pittsfield Clerk



# LOCATION MAP

## JURISDICTIONAL TRANSFERS AND ADDITIONS



MARLEY STREET TO BE JURISDICTIONALLY TRANSFERRED TO BROWN COUNTY AS CTH VV

N. COUNTY LINE RD (FORMERLY CTH U) TO BE JURISDICTIONALLY TRANSFERRED TO V. OF HOBART AND T. OF ONEIDA

TRIANGLE DRIVE (FORMERLY CTH VV) TO BE JURISDICTIONALLY TRANSFERRED TO V. OF HOBART

NEW ROADWAY TO BE ADDED TO BROWN COUNTY HIGHWAY SYSTEM AS CTH TS

C

C

29

VV

TS

GLENDALE AVE

TOWN OF PITTSFIELD  
VILLAGE OF HOWARD

GLENDALE AVE

MARLEY STREET

MILLWOOD CT

VILLAGE OF HOWARD  
VILLAGE OF HOBART

EVERGREEN AVE

N. OVERLAND

XXXXX

XXXX

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



**TO:** Hobart Village Board  
**FROM:** Aaron Kramer, Hobart Village Administrator  
**RE:** Miscellaneous Part-Time and Summer Employee Compensation  
**DATE:** January 17<sup>th</sup> 2023

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**CURRENT SALARY**

Based off our most recent compensation increase of five (5) percent for the majority of the full-time Village staff, I am proposing a similar adjustment to the compensation rates for the following part-time and summer employees.

<b>EMPLOYEE</b>	<b>CURRENT 2022 HOURLY SALARY</b>	<b>PROPOSED 2023 HOURLY SALARY</b>
<b>Summer Employees</b>		
New Hire	\$12.00	\$15.00
New Hire	\$12.00	\$15.00
New Hire	\$12.00	\$15.00
New Hire	\$12.00	\$15.00
<b>Winter Snow Plowers</b>		
Corbin Asbury	\$19.57	\$20.55
Drew Koehne	\$18.00	\$18.90
New Hire, if any	---	\$18.00
<b>Cleaning Staff</b>		
Bonnie Van Lanen	\$13.91	\$14.61

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**RECOMMENDED MOTION**

To approve a five percent increase in the existing wages for summer employees, winter snow plowers and Village cleaning staff as presented to the Board by the Village Administrator



**TO: Planning & Zoning Commission**

**RE: CSM, Triangle Dr., Centerline Dr., & Founders Ter., HB-525**

**FROM: Todd Gerbers, Director of Planning & Code Compliance**

**DATE: January 11, 2023**

**ISSUE:** Consider a 2 Lot CSM creating two new parcels of 18.229 and 4.020 acres

**RECOMMENDATION:** Staff recommends conditional approval.

### **GENERAL INFORMATION**

1. Applicants/Agent: Troy Hewitt – Robert E. Lee & Associates, Inc.
2. Owner: North Hobart Business Park, LLC
3. Parcel: HB-525
4. Zoning: PDD#1: Centennial Centre at Hobart District

### **ZONING REQUIREMENTS**

The property owner is proposing a two lot CSM splitting one 22.266 acre parcel in to two parcels of 18.229 and 4.020 acres in the area bound by Triangle Dr., Centerline Dr., and Founders Terrace. The existing parcel is currently zoned PDD#1: Centennial Centre at Hobart District and the proposed CSM would create two new lots that maintain compliance with Village Code requirements by maintaining “sufficient area for green space requirements, parking and stormwater management requirements”. These requirements will be reviewed and verified during the Site Review Committee process once a development is submitted for review.

### **RECOMMENDATION/CONDITIONS**

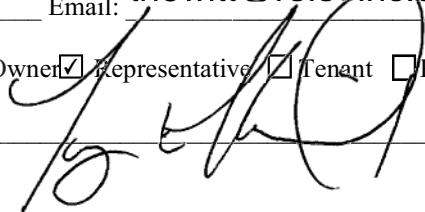
Staff recommends approval as submitted noting that this would be approval for both the preliminary and final CSM should there be no adjustments to the final CSM.



<input type="checkbox"/>	Rezoning Review
<input type="checkbox"/>	Conditional Use Permit Review
<input type="checkbox"/>	Planned Development Review
<input checked="" type="checkbox"/>	CSM/Plat Review

Village of Hobart  
 Dept of Planning & Code  
 Compliance  
 2990 S Pine Tree Rd  
 Hobart WI 54155  
 Phone: (920) 869-3809  
 Fax: (920) 869-2048

**APPLICANT INFORMATION**

Petitioner: ROBERT E LEE & ASSOCIATES Date: 1/5/2023  
 Petitioner's Address: 1250 CENTENNIAL CENTRE BLVD City: HOBART State: WI Zip: 54115  
 Telephone #: 920-662-9641 Email: thewitt@releeinc.com  
 Status of Petitioner (Please Check):  Owner  Representative  Tenant  Prospective Buyer  
 Petitioner's Signature (required):  Date: 1/5/2023

**OWNER INFORMATION**

Owner(s): NORTH HOBART BUSINESS PARK LLC Date: 1/5/2023  
 Owner(s) Address: 3323 BAY RIDGE CT City: HOBART State: WI Zip: 54155  
 Telephone #: (920) 498-9300 Email: DObrien@baylandbuildings.com  
 Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

**Property Owner Consent: (required)**

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SITE INFORMATION**

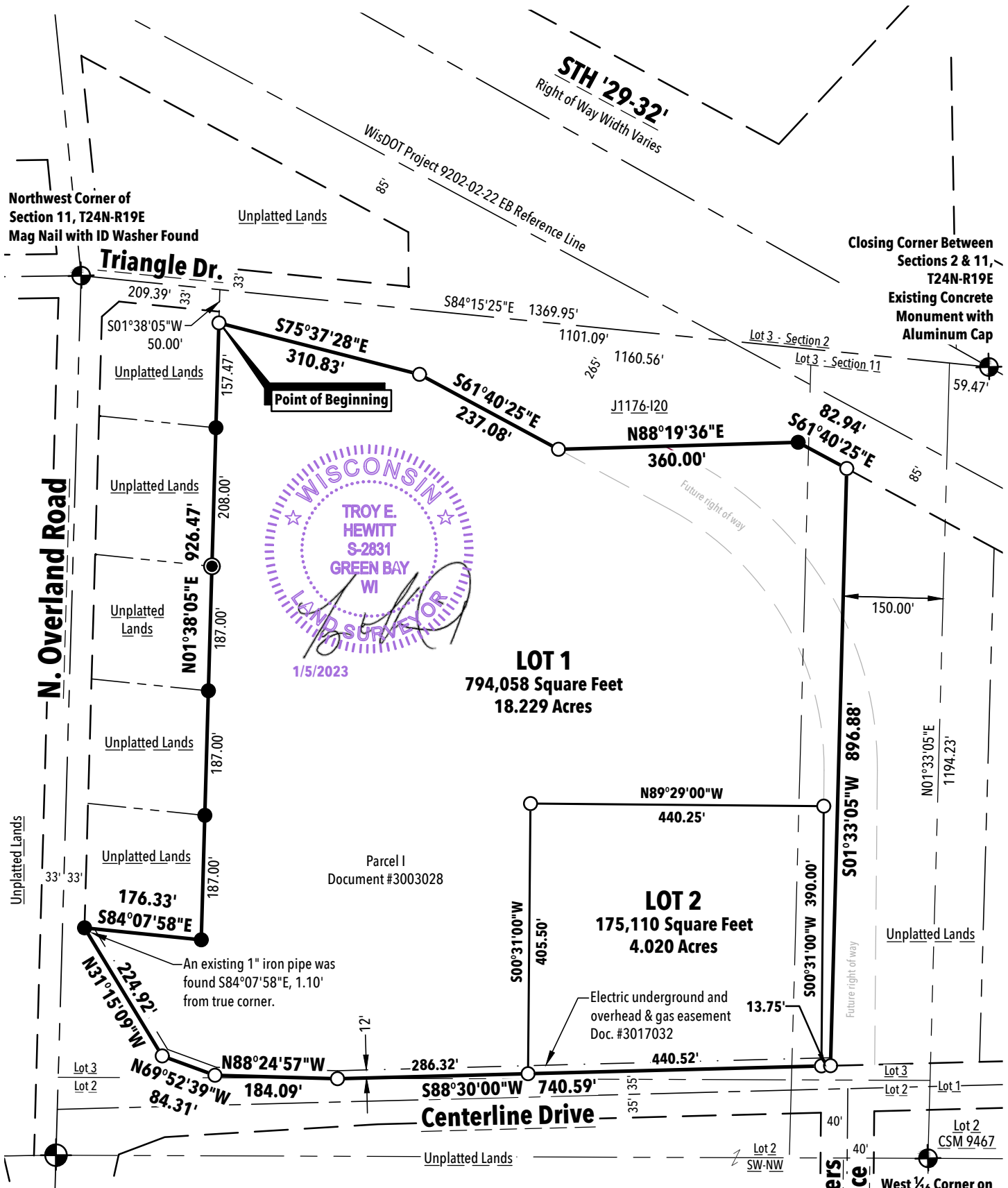
Address/Location of Proposed Project: TRIANGLE DR Parcel #: HB- 525  
 Proposed Project Type: COMMERCIAL LOT  
 Current Use of Property: AG Zoning: PDD #1  
 Land Uses Surrounding Site:  
 North: HWY  
 South: AG  
 East: AG  
 West: RESIDENTIAL

**\*\*Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- **Application fees are due at time of submittal. Make check payable to Village of Hobart.**
- **Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE**

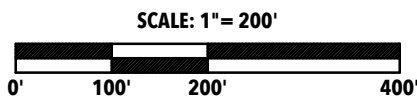
# PRELIMINARY CERTIFIED SURVEY MAP

PART OF LOT 2 AND PART OF LOT 3, LOCATED IN SECTION 11, TOWNSHIP 24 NORTH,  
RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



**LEGEND:**

- Set 1" x 18" Iron Pipe w/ ID Cap Weighing 1.38 lbs./lin. ft.
- Existing 2" Iron Pipe
- Existing 1" Iron Pipe
- ⊕ Recorded County Monument



Bearings are referenced to the Brown County Coordinate System. The north line of Lot 3 of Section 11, T24N-R19E bears S84°25'15"E.

**AFFECTED TAX PARCELS:**  
HB-525



**Robert E. Lee & Associates, Inc.**  
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1250 CENTENNIAL CENTRE BOULEVARD  
HOBART, WI 54155  
INTERNET: www.releeinc.com

PHONE: (920) 662-9641  
FAX: (920) 662-9141



# CERTIFIED SURVEY MAP

PART OF LOT 2 AND PART OF LOT 3, LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART,  
BROWN COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE:

I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, divided and mapped a parcel of land being part of Lot 2 and part of Lot 3, located in Section 11, Township 24 North, Range 19 East, Village of Hobart, Brown County, Wisconsin more fully described as follows:

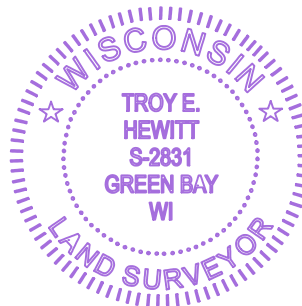
Commencing at the Northwest corner of said Section 11; thence S84°15'25"E, 209.39 feet on the north line of said Lot 3 to the northerly extension of a west line of lands described in Document Number 3003028 as Parcel I; thence S01°38'05"W, 50.00 feet on said northerly extension to the south right of way of STH '29-32', the POINT OF BEGINNING; thence S75°37'28"E, 310.83 feet on said south right of way; thence S61°40'25"E, 237.08 feet on said south right of way; thence N88°19'36"E, 360.00 feet on said south right of way; thence S61°40'25"E, 82.94 feet on said south right of way to the west line of the east 150.00 feet of said Lot 3; thence S01°33'05"W, 896.88 feet on said west line to the north right of way of Centerline Drive; thence S88°30'00"W, 740.59 feet on said north right of way; thence N88°24'57"W, 184.09 feet on said north right of way; thence N69°52'39"W, 84.31 feet on said north right of way; thence N31°15'09"W, 224.92 feet on said north right of way to a north line of lands described in Document Number 3003028 as Parcel I; thence S84°07'58"E, 176.33 feet on said north line to the west line of said lands described in Document Number 3003028 as Parcel I; thence N01°38'05"E, 926.47 feet on said west line to the Point of Beginning.

Said parcel contains 969,168 square feet or 22.249 acres of land more or less subject to any and all easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

Dated this 5TH day of JANUARY, 2023.

  
Troy E. Hewitt PLS #2831  
ROBERT E. LEE & ASSOCIATES, INC.



## SURVEYOR'S NOTES:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction or installation-related activities.

## RESTRICTIVE COVENANT:

The land on all side and rear lot lines of all lots shall be graded by the owner and maintained by the abutting property owners to provide for adequate drainage of surface water.



# CERTIFIED SURVEY MAP

PART OF LOT 2 AND PART OF LOT 3, LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART,  
BROWN COUNTY, WISCONSIN

## RESTRICTIVE COVENANTS:

The undersigned, being the owner of the real estate legally described on Sheet 2 of 6 and mapped on Sheet 1 of 6 of this Certified Survey Map (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

1. **Restriction on Transfer.** Without the express written consent of the Village of Hobart, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate, to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign nation, or during the period of ownership take any other action, the result of which would: (1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of the Village of Hobart; (2) diminish or eliminate the payment of real estate taxes levied or assessed against the Subject Real Estate (or any part thereof), and/or (3) remove the Subject Real Estate (or any part thereof) from the jurisdiction of the Village of Hobart, including but not limited to, zoning authority and controls. This restriction shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate if, as a result of the transfer, any of items (1) - (3) above would occur. Notwithstanding the foregoing, nothing contained in this Restrictive Covenant, including without limitation this paragraph, shall be deemed or construed to: (i) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any "taxation district" or "taxing jurisdiction" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(6) - (7) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Brown County, the Village of Hobart, municipal or school district, township or other jurisdiction assessing "general property taxes" (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or "special assessments", "special charges", "special tax" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1) - (5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate; (ii) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 75, Wis. Stats.; or (iii) except as expressly covenanted and agreed herein, to cause the Subject Real Estate to be taxed or otherwise treated by the Village of Hobart in any manner differently from any other parcel of real estate located within the Village of Hobart's lawful taxing jurisdiction, zoning authority and/or jurisdiction of the Village of Hobart.
2. **Notice of Transfer.**
  - (a) **Notice and Consent to Transfer.** Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.
  - (b) **Failure to Act.** If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.
  - (c) **Basis for Objection.** Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.
  - (d) **Inapplicability.** Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.



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# CERTIFIED SURVEY MAP

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## RESTRICTIVE COVENANTS:

- 3. **Waiver of Certain Restrictions.** Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.
- 4. **Duration of Restrictions.** The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.
- 5. **Reformation of Covenants.** If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.
- 6. **Amendment of Covenants.** These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an interesting the Subject Real Estate if an issue arises with respect to the invalidity or enforceability of any clause or provision and said amendment is required to render said provision or clause valid and enforceable to the maximum extent permitted by law. Any other amendment shall require the consent of the Village and the record owner(s) holding title to at least 75% of the total assessed value of the Subject Real Estate.
- 7. **Miscellaneous.**
  - (a) **Expenses.** In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.
  - (b) **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.
  - (c) **Binding Effect.** These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.
  - (d) **Paragraph Headings.** The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.
  - (e) **Applicable Law.** Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

OWNER: NORTH HOBART BUSINESS PARK, LLC

By: \_\_\_\_\_

Print name and title: \_\_\_\_\_

STATE OF WISCONSIN) SS  
COUNTY OF BROWN)



Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above signed owner of the Subject Real Estate, namely North Hobart Business Park, LLC to me known to be the person who executed the foregoing instrument.

\_\_\_\_\_  
Notary Public, Brown County, WI

My Commission Expires \_\_\_\_\_



**Robert E. Lee & Associates, Inc.**  
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
 1250 CENTENNIAL CENTRE BOULEVARD  
 HOBART, WI 54155  
 INTERNET: www.releeinc.com  
 PHONE: (920) 662-9641  
 FAX: (920) 662-9141

# CERTIFIED SURVEY MAP

PART OF LOT 2 AND PART OF LOT 3, LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

## OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

VILLAGE OF HOBART  
BROWN COUNTY

\_\_\_\_\_  
North Hobart Business Park, LLC      Date

\_\_\_\_\_  
Print name and title

STATE OF WISCONSIN)  
\_\_\_\_\_) COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

(print name) \_\_\_\_\_

My commission expires: \_\_\_\_\_

## MORTGAGE CERTIFICATE

Village of Hobart, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, dedicating and mapping of the land described on this plat, and does hereby consent to the above certificate of North Hobart Business Park, LLC, owner.

IN WITNESS WHEREOF, the said Village of Hobart has caused these presents to be signed by, Rich Heidel, its President, and countersigned by Erica Berger, its Clerk, at Hobart, Wisconsin, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

In the presence of:

Village of Hobart

\_\_\_\_\_  
Rich Heidel, Village President      Date

\_\_\_\_\_  
Erica Berger, Village Clerk      Date

(Corporate Mortgagee Notary Certificate)

STATE OF WISCONSIN)  
\_\_\_\_\_) COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_, President, and \_\_\_\_\_, Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

(Notary Seal) \_\_\_\_\_ Notary Public,

\_\_\_\_\_, Wisconsin

My commission expires \_\_\_\_\_.



1/5/2023



**Robert E. Lee & Associates, Inc.**

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

1250 CENTENNIAL CENTRE BOULEVARD

HOBART, WI 54155

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FAX: (920) 662-9141

# CERTIFIED SURVEY MAP

PART OF LOT 2 AND PART OF LOT 3, LOCATED IN SECTION 11, TOWNSHIP 24 NORTH, RANGE 19 EAST, VILLAGE OF HOBART,  
BROWN COUNTY, WISCONSIN

## BROWN COUNTY PLANNING COMMISSION:

Approved for the Brown County Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Karl Mueller, Senior Planner

## VILLAGE OF HOBART BOARD APPROVAL:

Approved by the Village of Hobart this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Erica Berger, Village Clerk

## TREASURER'S CERTIFICATE:

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.











\_\_\_\_\_  
Paul D. Zeller  
Brown County Treasurer

\_\_\_\_\_  
Date



Part of Brown County WI

LEGEND / KEY

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at: [tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)

Map printed  
1/6/2023



1:4,800

1 inch = 400 feet\*

1 inch = 0.0758 miles\*

\*original page size is 8.5" x 11"  
Appropriate format depends on zoom level

This is a custom web map created by an online user of the GIS map services provided by the

**Brown County Wisconsin  
Planning & Land Services  
Department**



(920) 448-6480

[www.browncountywi.gov](http://www.browncountywi.gov)



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



**TO:** Village Administrator, Village Board  
**FROM:** Jerry Lancelle, Public Works Director  
**RE:** Replacement and upgrades to existing SCADA system  
**DATE:** January 17, 2023

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The existing Supervisory And Data Acquisition (SCADA) system to monitor and record data for the Village's Water and Sanitary systems have been in operation for over ten years and have exceeded the expected service life of this system. This system maintains, operates, provides remote access, records, and alerts staff remotely to issues when required. The servers and software are no longer supported by the vendor and no further updates to the system will take place.

Staff received the attached quote to upgrade the old system to new standards and equipment. This proposed upgrade would provide the Village with a reliable SCADA system to keep the water and sanitary system operating efficiently as possible.

Staff is seeking board approval to replace the existing servers and backups, alerting software (dialer), and installation for \$33,500.00

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Name	Customer	Proposal#	Due/Bid Date
Hobart, WI - SCADA Server 2023 Budget	Village Of Hobart	20224758	11/11/2022, 1:00 PM

### Scope

L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services.

The existing SCADA Server is 10 years old and is no longer supported by Microsoft, Altronex proposes replacing the existing server

Proposal includes:

- New Dell Power Edge Server, monitor, wireless keyboard and mouse, backup software, and external hard drive.
- Upgrade existing SCADA HMI software to the latest version
- Migrate the existing Hach WIMS and HACH Job software to the new server (if the HACH software does not convert there will be an additional cost to purchase new HACH software)
- Replace the existing Win911 software dialer with the latest version of TopView software dialer.
- Assist the customer with the installation of a new remote access software subscription. (I.E. LogMeIn or Teamviewer)
- Server configuration, installation, and a one-year warranty.

Clarification: Altronex is to assist with remote access software installation however, the customer is to pay for the subscription of their choice.

### Items specifically not included in this proposal

1. Sales or use tax
2. Installation of equipment and job site labor other than as specified
3. Receiving and storage of equipment on the job site
4. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list
5. Performance, payment or equipment bond of any kind
6. Installation of any instruments
7. Field Terminations
8. Mounting of any control panels or hardware
9. Mounting stands, brackets, channel strut or field assemblies of any kind.
10. Permits or Bonding
11. Fiber optic cable, connectors, patch panels, termination and/or testing
12. Electrical testing services

**Proposal Amount \$ 33,500.00 USD**

**Freight Terms: FOB Origin, Freight Prepaid and Add**

Respectfully submitted by,

Alan Clemens  
 Business Development Manager  
 alan.clemens@sjeinc.com  
 6082101471



**Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.**

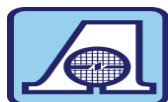
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Signature

Name Print/Type

Official Position

Date



## Standard Terms and Conditions

**Controlling Provisions:** The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

**Quotations, Acceptance, and Agreements:** Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

*Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.*

**Intellectual Property:** All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

**Credit Approval:** The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

**Prices and Taxes:** All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

**Shipping Policy:** Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

*While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.*

**Title, Risk of Loss, Inspection of Equipment:** Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

**Operations/Maintenance Manuals:** Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

**Installation and Use:** Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

**Export/Import:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

**Payment:** Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

**Security Interest:** SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

**Changes, Cancellations, Returns:** Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

**Return Policy:** SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

*Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.*

**Force Majeure:** SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

**Indemnification and Default:** In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

**Warranty and Liability:** During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

*SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.*

*ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.*

*Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.*

*Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.*

**TO OBTAIN WARRANTY SERVICE:** Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

**Applicable Law and Forum:** Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.



**Service Contract**  
Between  
Custom Service Information LLC  
&  
The Hobart-Lawrence Police Department

I. This agreement entered into this **X** day of January, 2023 by and between Custom Service Information LLC, herein referred to as CSI and the Hobart-Lawrence Police Department herein referred to as HLPD.

II. CSI shall perform the following services for HLPD:

- Provide written drafts of Policy & Procedures.
- Provide a Table of Contents for the HLPD Policy & Procedure Manual.
- Complete all work prior to **April 30, 2024**. The Table of Contents and Template (used to create the Policy & Procedures) shall be due to HLPD first. Subsequently, two (2) policies shall be provided to HLPD each week until the work is completed. Actual weekly production will be dependent upon the total number of policies needed and their length and complexity. It is also understood that time permitting, CSI may provide more or less than the weekly minimum number of policies referenced above.
- The work that is to be performed and delivered by CSI shall be provided in draft form for approval by HLPD. When drafts are provided and HLPD does not make any suggested changes within 30 days, said drafts shall become the final work product performed by CSI.
- When completed, the policies become the sole property of HLPD and shall be provided to HLPD in Word documents and in an electronic format. HLPD shall be responsible for any and all printing of their Policy & Procedure Manual and any related documents.

III. CSI shall receive compensation from HLPD for the services described in section II:

- The maximum total sum not to exceed two thousand seven hundred dollars (\$2,700.00) to be paid in four (4) payments. The deposit payment of five hundred dollars (\$500.00) shall be paid within thirty (30) days after final acceptance of this contract by both parties.
- Two (2) subsequent payments of eight hundred fifty dollars (\$850.00) shall be paid upon completion of approximately each one third (1/3) of the Policies outlined in the Table of Contents.

- The final payment consisting of the remaining balance shall be paid upon the fulfillment of the services agreed upon herein. CSI shall provide HLPD with an Invoice each time payment is due.

IV. If travel to HLPD becomes necessary; HLPD shall reimburse CSI for actual travel and travel related expenses. For this purpose, State of Wisconsin employee guidelines for expense reimbursement shall govern reimbursement limits. Prior to any travel, CSI shall obtain advance approval from HLPD and both parties shall agree upon the total amount of expenses to be reimbursed.

V. CSI and HLPD further agree that Timothy Kriz is acting as an independent contractor for CSI and is not an employee of any law enforcement agency. Both parties also agree that HLPD shall not be held liable or responsible for any benefits such as vacation time, sick pay, unemployment benefits, social security tax, insurance, or pension benefits that may be incurred on behalf of CSI or Timothy Kriz.

VI. Both parties mutually agree to release and hold harmless each other for any claims, losses, damages, costs or expenses that may arise during the performance of this contract. CSI is not providing legal counsel and makes no claims of legal representation, therefore CSI is not liable to provide any legal defense of the Policy & Procedures or any other services provided to HLPD.

VII. It is understood and agreed that the terms and conditions of this contract shall be governed by the laws of the State of Wisconsin.

VIII. Any written notices or documentation required to be provided pursuant to the terms of the contract shall be sent to CSI at 2720 Boles Circle, Wisconsin Rapids, Wisconsin 54495, and to the Hobart-Lawrence Police Department at 2990 S. Pine Tree Road, Hobart, Wisconsin 54155.

IX. This contract shall remain in effect through **April 30, 2024**, unless said term is extended by the parties upon mutual written agreement.

X. This agreement sets forth the entire agreement of the parties and shall not be amended unless upon the written mutual agreement of both parties.

XI. Neither party shall assign to any other party or entity its rights or obligations under this contract without the express written consent of the other party.

XII. If any term of this contract shall, for any reason and to any extent be found invalid or unenforceable, the remaining terms shall be in full force and effect.

XIII. If either party believes that the other party has not performed an obligation under this agreement, the aggrieved party shall provide written notice to the defaulting party of the defaulting party's right to cure any alleged defect within 10 days of the notice being given.

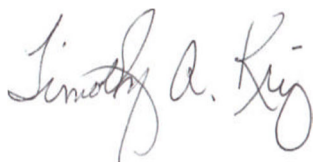
If the default is not cured, the aggrieved party then has the right to terminate the contract. If the contract is terminated, the work done to date shall be turned over to HLPD and such shall become the sole property of HLPD. Under any such circumstances, CSI shall be entitled to a pro-rated fee for the work completed.

CONTRACT ACCEPTED:

CSI

HLPD

By:



Timothy A. Kriz  
Owner/Manager CSI

By:

Michael Renkas  
Chief of Police/HLPD

Date: 01/10/2023

Date: **XX/XX/2023**