

Village of Hobart

Village Office 2990 S. Pine Tree Rd, Hobart, WI www.hobart-wi.org - www.buildinhobart.com

Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Tuesday July 7th 2020 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 3rd day of July, 2020 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

MEETING NOTICE - VILLAGE BOARD (Regular)

Date/Time: Tuesday July 7th 2020 (6:00 P.M.)

Location: Village Office, 2990 South Pine Tree Road

NOTE: Based on Federal and State guidance during the COVID-19 crises, anyone attending the Board meeting is asked to practice social distancing, which means maintaining a distance of at least 6 feet (2 meters) from others. Thank you for your cooperation.

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 June 16th (Regular) and June 23rd (Special) 2020 (Page 25)
- C. SITE REVIEW COMMITTEE: Minutes of June 23rd 2020 (Page 28)
- D. POLICE COMMISSION: Minutes of April 23rd 2020 (Page 29)

6. ITEMS REMOVED FROM CONSENT AGENDA

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

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

9. COMMITTEE REPORTS AND ACTIONS

A. UPDATE – Request for a new 2,400 square foot accessory building located at 3750 Packerland Dr. (Site Review Committee)

Laserform, LLC is currently in the process of having a 72,800 square foot manufacturing facility building constructed at 3750 Packerland Dr. and there are planning to construct an additional 2,400 square foot accessory building to the northwest corner of their development. The intended use of this proposed building is for storage associated with the principal manufacturing facility. (Page 33)

B. UPDATE - Proposed new 16,170 sf, Sports Training Facility, and associated site improvements, 740 Centerline Drive (Site Review Committee)

The proposed new 16,170 square foot building will be constructed towards the middle of the property with high visibility to STH 29/32 with the plan to expand the building to the east in the future. Along with a possible future expansion, there is enough area on site to expand the parking area as well. (Page 45)

10. OLD BUSINESS

11. NEW BUSINESS (Including items for future agenda consideration or Committee assignment) A. DISCUSSION AND ACTION - INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SANITARY SEWER AND WATER SERVICES TO HEMLOCK 5th ADDITION

The Hemlock Creek Subdivision is a residential subdivision located in the Town of Lawrence and the Village of Hobart. The Developer has proposed a 5th addition to the Subdivision, with a portion of the addition in Hobart. Various jurisdictional issues and procedural prerequisites that needed to be addressed to provide sanitary sewer and water service to the Village portion are addressed in the agreement. (Page 57)

B. DISCUSSION AND ACTION – Village Safety Improvements (Phase One)

Earlier this year, the Board approved the spending of up to \$69,000 from the 2019 budget surplus (\$273,770) to make safety improvements to the Village Office to address security concerns, related to, but not limited to, the Coronavirus situation. This first phase of the safety improvements (\$15,521) would involve a number of Village buildings. It would encompass replacing the current entry system with a touchscreen alarm system, that will also allow for photographing of each individual who arms and disarms the system. (Page 72)

C. DISCUSSION AND ACTION - Hillcrest School Safety Improvements

Staff will present the final bids for the installation of the crossing lights and other improvements at the board meeting.

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

E. 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: Fee-to-trust issues, Abandoned railroad R-O-W, Tribal Affairs and Oneida Nation v. Village of Hobart litigation; Highway 29-County VV Interchange
- 2) Under Wisconsin State Statute 19.85 (1) (e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session RE: TID Projects/Development Agreements
- F. CONVENE into open session
- G. ACTION from closed session

12. ADJOURN

Aaron Kramer, Village Administrator

Village Board of Trustees: Richard Heidel (President), Tim Carpenter, David Dillenburg, Ed Kazik, Debbie Schumacher

UPCOMING BOARD MEETINGS

Tuesday July 21st (6:00 PM) - Regular Board Meeting at Village Office Tuesday August 4th (6:00 PM) - Regular Board Meeting at Village Office Tuesday August 18th (6:00 PM) - Regular Board Meeting at Village Office

NOTE: Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: www.hobart-wi.org. Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk-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.

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ALL Checks

ALL BANK ACCOUNTS Dated From: 7/07/2020 From Account:

Thru: 7/07/2020 Thru Account:

	Thru:	7/07/2020 Thru Account:	
Check Nbr	Check Date	Payee	Amount
54211	7/07/2020	A. G. EXCAVATING, INC Ditch Cleaning	5,773.50
54212	7/07/2020	AAA PORTABLES Porta Potties	285.00
54213	7/07/2020	ADVANCE AUTO PARTS Vehicle Maintenance	259.12
54214	7/07/2020	ALLISON RAFFERTY Overpayment of Final Bill Account 141-01	120.22
54215	7/07/2020	ANIMAL DENTISTRY Oral Surgery - Bax	2,695.12
54216	7/07/2020	AT&T May Statement	150.52
54217	7/07/2020	BADGER LABORATORIES & ENGINEERING CO., INC. Water Testing	140.00
54218	7/07/2020	BAY EAST ANIMAL HOSPITAL April Visit	119.70
54219	7/07/2020	BAYCOM Police Dept Equipment	26,685.00
54220	7/07/2020	BAYSIDE PRINTING, LLC DPW Supplies	650.61
54221	7/07/2020	BRIAN RUECHEL June Services	2,507.50
54222	7/07/2020	BRITTNEY GENAL Return Park Deposit - COVID	175.00
54223	7/07/2020	BROCK WHITE COMPANY LLC Straw Netting & Staples	802.75
54224	7/07/2020	BROWN COUNTY TREASURER - COURT PAYMENTS June Court Forfeitures	1,018.63
54225	7/07/2020	CALDWELL TANKS, INC. 2320-18-01 Pay Application No. 11	15,618.95
54226	7/07/2020	CEC Annual Alarm Services	375.00
54227	7/07/2020	CELLCOM GREEN BAY MSA Phone Charges	324.99
54228	7/07/2020	CLIFTON LARSON ALLEN LLP 2019 FINAL AUDIT	1,350.00
54229	7/07/2020	CONWAY SHIELD, INC. Covid & FD Supplies	1,261.50

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Dated From: 7/07/2020 From Account:

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Check Nbr	Check Date	Payee	Amount
54230	7/07/2020	CROSBY HEAVY DUTY WRECKER SERVICE INC. Towing	425.00
54231	7/07/2020	DAVIS & KUELTHAU May Services	3,500.00
54232	7/07/2020	DELTA DENTAL OF WISCONSIN July Premiums	1,471.08
54233	7/07/2020	DISTRICT 2, INC. AC Repair	1,864.50
54234	7/07/2020	FAIR MARKET ASSESSMENTS July Contract Payment	2,660.00
54235	7/07/2020	FEDEX Shipping Fees	10.44
54236	7/07/2020	FERGUSON ENTERPRISES LLC #3326 DPW Supplies	141.11
54237	7/07/2020	FERGUSON WATERWORKS DPW Supplies	422.00
54238	7/07/2020	GAT SUPPLY, INC. DPW & Fire Supplies	483.13
54239	7/07/2020	GREEN BAY HIGHWAY PRODUCTS, LLC Guard Rails	870.43
54240	7/07/2020	GREEN BAY METROPOLITAN SEWERAGE DISTRICT May Charges	63,416.32
54241	7/07/2020	GREEN BAY METROPOLITAN SEWERAGE DISTRICT Interceptor Cost Recovery	4,673.95
54242	7/07/2020	HANAWAY ROSS LAW FIRM May Services	103.60
54243	7/07/2020	HCD INVESTMENTS, LLC Development Incentive	91,025.00
54244	7/07/2020	IRON MOUNTAIN June Shredding	41.34
54245	7/07/2020	MAI XIONG 4 SEASONS SECURITY DEPOSIT	175.00
54246	7/07/2020	MAKENIT GUTIERREZ 4 SEASONS SECURITY DEPOSIT	175.00
54247	7/07/2020	MARCO TECHNOLOGIES, LLC Service Contract	78.00
54248	7/07/2020	MIDWEST METER INC. Meter Supplies	18,452.00

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Check Nbr	Check Date	Payee	Amount
54249	7/07/2020	MOHR'S SERVICE & REPAIR LLC FD Vehicle Maint.	2,825.49
54250	7/07/2020	NORTHERN PIPE EQUIPMENT INC 2020 Annual Sanitary Repairs	15,493.50
54251	7/07/2020	NSIGHT TELSERVICES Phone Lines	962.92
54252	7/07/2020	PEPSI - WP BEVERAGES LLC Fire Dept Soda	352.80
54253	7/07/2020	PITNEY BOWES INC Postage Ink Pad	18.56
54254	7/07/2020	QUILL CORPORATION Office Supplies	252.23
54255	7/07/2020	ROBERT E. LEE & ASSOCIATES, INC. Engineering Services	78,086.14
54256	7/07/2020	SAM'S CLUB / GEMB Annual Membership	183.73
54257	7/07/2020	SHOWROOM DETAILING, LLC Squad Detailing	220.00
54258	7/07/2020	SPECTRUM BUSINESS / TIME WARNER CABLE June Internet	0.22
54259	7/07/2020	ST MARYS HOSPITAL PARENT LOCATION Blood Draws	93.00
54260	7/07/2020	STATE OF WISCONSIN COURT FINES & SURCHARGES June Court Forfeitures	2,603.94
54261	7/07/2020	STEVE REYNEN Work Boot Reimbursement	150.00
54262	7/07/2020	SWINKLES TRUCKING & EXCAVATING CORP Topsoil	168.00
54263	7/07/2020	THE BUSINESS NEWS Yearly Subscription	20.00
54264	7/07/2020	THE UNIFORM SHOPPE Police Uniforms	896.60
54265	7/07/2020	TLB WOOD PRODUCTS LLC Mulch for Park	266.80
54266	7/07/2020	TRUCK EQUIPMENT, INC Vehicle Graphics	1,598.83
54267	7/07/2020	VLADISLAV YATSENKO Park Deposit Refund	100.00

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Dated From: 7/07/2020 From Account:

	Thru:	7/07/2020	Thru Account:		
Check Nbr	Check Date	Payee			Amount
54268	7/07/2020	VON BRIESEN 8 May Services	ROPER, S.C. ATTORNEYS AT	LAW	22,110.40
54269	7/07/2020	VORPAHL FIRE Fire Extingui			907.45
54270	7/07/2020	WEYERS EQUIPM DPW Supplies	MENT, INC.		190.38
54271	7/07/2020	WILLMAN - DAV June Services	VIS - ELAINE WILLMAN S		1,000.00
54272	7/07/2020	WPS Forest Road U	J tilities		40.63
54273	7/07/2020	WPS Village Utili	ities		10,250.57
54274	7/07/2020	WRWA Membership Re	enewal		520.00
MARY'S VISA	7/07/2020 Manual Check	MAILCHIMP - N			34.99
AARON'S VISA	7/07/2020 Manual Check		iew Training		20.00
JERRY'S VISA	7/07/2020 Manual Check		VISA		185.40
JERRY'S VISA	7/07/2020 Manual Check		VISA		34.78
JERRY'S VISA	7/07/2020 Manual Check		A		69.48
				Grand Total	389,957.85

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ALL BANK ACCOUNTS

Dated From: 7/07/2020 From Account:

7/07/2020 Thru: Thru Account:

	Amount
Total Expenditure from Fund # 001 - General Fund	55,109.56
Total Expenditure from Fund # 002 - Water Fund	23,308.02
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	88,593.22
Total Expenditure from Fund # 004 - Capital Projects Fund	28,885.51
Total Expenditure from Fund # 006 - K-9 Fund	2,814.82
Total Expenditure from Fund # 007 - Storm Water Fund	8,527.84
Total Expenditure from Fund # 008 - TID #1 Fund	137,895.61
Total Expenditure from Fund # 009 - TID #2 Fund	44,823.27
Total Expenditure from all Funds	389,957.85

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Check Nbr	Check Date	Payee				Amou	nt
54211 Ditch C	1 7/07/2020 Cleaning	A. G. EXCAVAI	ING, INC				
007-00-64000-	-014-000 St h Cleaning	orm Wat - Outsi	de Services	1-2454		5,77	3.50
	•				Total	5,77	3.50
54212 Porta P	• • • •	AAA PORTABLES	;				
001-00-52200- S Pi	-006-000 Fi ne Tree Park	re - Supplies		D-101053		14	2.50
001-00-52200- 4 Se	-006-000 Fi asons Park	re - Supplies		D-101055		14	2.50
					Total	28	5.00
54213 Vehicle	3 7/07/2020 Maintenance	ADVANCE AUTO	PARTS				
001-00-53100- Vehi	-021-000 DF cle Maintenance	W - Vehicle Mai	nt.	8859013307719		25	9.12
					Total	25	9.12
54214 Overpay	4 7/07/2020 ment of Final Bi	ALLISON RAFFE					
002-00-46101- Over	-000-000 Me	tered Sales Res Bill Acct 141-		06122020		6	50.12
003-00-46101- Over	-000-000 Me	tered Sales Res Bill Acct 141-		06122020		6	50.10
					Total	12	0.22
54215 Oral Su	5 7/07/2020 urgery - Bax	ANIMAL DENTIS	TRY				
006-00-42200- Dent	-000-000 K- al Fix for Bax	9 Donations		48549		2,69	5.12
					Total	2,69	5.12
54216 May Sta	• •	AT&T					
002-00-60000- ACCT	-043-000 Wa 920-494-1519 92	ter-Power / Uti 4 9 WATER BOOST		ne 920494151906-MAY		15	0.52

Total 150.52

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Check Nbr	Check Date					Amount
54217 Water Tes	7/07/2020 ting	BADGER LABOR	RATORIES &	ENGINEERING CO., INC.		
002-00-60000-01 Water :	4-000 Testing	Water - Outside	Services	20-50011010		140.00
	,				Total	140.00
54218 April Vis		BAY EAST AND	MAL HOSPI	TAL		
006-00-52109-00 April N		K-9 - Supplies		1160672		119.70
					Total	119.70
54219 Police De	7/07/2020 pt Equipment					
004-00-52100-01 Printe:		Police - New Equ	ipment	027243		975.00
004-00-52100-01 Toughbo		Police - New Equ	ipment	PB1668		25,710.00
					Total	26,685.00
54220 DPW Suppl		BAYSIDE PRIM	NTING, LLC	:		
002-00-60000-00 Cross (06-000 Connection F	Water - Supplies eports	3	137329		57.64
002-00-60000-00 Cross (06-000 Connection F	Water - Supplies 'lyers	3	137281		266.17
001-00-53100-00 Embroid	06-000 dered DPW Cl	DPW - Supplies		137259		326.80
		-			Total	650.61
54221 June Serv	7/07/2020 cices	BRIAN RUECHE	EL			
001-00-51520-01 ACCOUN		Treasurer - Outs	side Servi	.ces 06292020		626.88
002-00-60000-01 ACCOUN		Water - Outside	Services	06292020		626.87
003-00-62000-01 ACCOUN		San Sew - Outsid	le Service	es 06292020		626.87
007-00-64000-01 ACCOUN		Storm Wat - Outs	ide Servi	ces 06292020		626.88

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Thru: 7/07/2020 Thru Accou	int:		
Check Nbr Check Date Payee			Amount
		Total	2,507.50
		· · · · · · · · · · · · · · · · · · ·	
54222 7/07/2020 BRITTNEY GENAL Return Park Deposit - COVID			
001-00-44930-000-000 Rentals Park / Shelter / Hal	1		175.00
Park Deposit Refund - COVID	06122020		175.00
		Total	175.00
			
54223 7/07/2020 BROCK WHITE COMPANY LLC Straw Netting & Staples			
007-00-64000-022-000 Storm Wat - Maintenance			418.75
Straw Netting & Staples	13988342-00		
007-00-64000-022-000 Storm Wat - Maintenance			384.00
Straw Netting	14006476-00		
		Total	802.75
54224 7/07/2020 BROWN COUNTY TREASURER - June Court Forfeitures	COURT PAYMENTS		
001-00-23300-000-000 Municipal Court Deposits			1,018.63
June Court Forfeitures	06302020		
		Total	1,018.63
54225 7/07/2020 CALDWELL TANKS, INC. 2320-18-01 Pay Application No. 11			
008-00-68000-078-181 Water Tower Proj 2320-18-01			15,618.95
2320-18-01 Pay Application No. 11	Pay Application 11		
		Total	15,618.95
54226 7/07/2020 CEC Annual Alarm Services			
001-00-51600-006-000 Building / Plant - Supplies			375.00
ANNUAL MONITORING FEE	339196		
		Total	375.00
54227 7/07/2020 CELLCOM GREEN BAY MSA Phone Charges			
001-00-51422-007-000 All Phones			621.48
ALL PHONES - GENERAL	410900		
001-00-52100-007-000 Police - Phone & Tech Suppor	t		635.21
POLICE PHONES & DATA LINES SQUADS	410900		

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Dated From: 7/07/2020 From Account:

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Check Nbr Check Date Payee			Amount
001-00-46744-000-000 Tower & Land Rental Fees		·····	-931.70
CREDIT TOWER PER CONTRACT	410900		
		Total	324.99
		····	
54228 7/07/2020 CLIFTON LARSON ALLEN LI 2019 FINAL AUDIT	LP		
001-00-51510-009-000 Audit			540.00
2019 FINAL AUDIT	2540109		
002-00-60000-009-000 Water - Audit			405.00
2019 FINAL AUDIT	2540109		
003-00-62000-009-000 Sanitary Sewer - Audit			270.00
2019 FINAL AUDIT	2540109		
007-00-64000-009-000 Storm Wat - Audit			135.00
2019 FINAL AUDIT	2540109		
		Total	1,350.00
EA220 7/07/2020 CONTAIN CHITETO THE			
54229 7/07/2020 CONWAY SHIELD, INC. Covid & FD Supplies			
001-00-52200-006-000 Fire - Supplies			99.00
Wipes	0459949		
001-00-53100-006-000 DPW - Supplies			110.00
Wipes	0459949		
001-00-51440-006-000 Elections - Supplies			110.00
Wipes	0459949		
001-00-52200-067-000 Fire - 2% Fire Expenses			942.50
Boots	0459461		
		Total	1,261.50
54230 7/07/2020 CROSBY HEAVY DUTY WRECE	KER SERVICE INC.		
Towing			
001-00-52100-006-000 Police - Supplies			425.00
Towing	04262020		
		Total	425.00
			
54231 7/07/2020 DAVIS & KUELTHAU May Services			
001-00-51300-059-000 General Legal Expenses			3,500.00
May Services	446850		
		Total	3,500.00
			

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Da	ated From:	7/07/2020	From Account:				
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Check Nbr	Check Date	Payee				Amou	nt
54232 July Pr	• • • •	DELTA DENTAL	OF WISCONSIN				
001-00-21531- PREM	-000-000 De	ental Ins - Paya 2020		5304		1,35	0.67
001-00-21535- PREM	-000-000 V:	ision - Deductio 2020		8662		12	0.41
					Total	1,47	1.08
54233 AC Repa	.,,====	DISTRICT 2, I	INC.				
001-00-52200- AC R	-021-000 F:	ire - Vehicle Ma	int 284	2		1,86	4.50
					Total	1,86	4.50
54234 July Co	4 7/07/2020 ontract Payment	FAIR MARKET A	ASSESSMENTS				
001-00-51530- JULY	-014-000 As 2 2020 ASSESSOR F	ssessor - Outsid FEE		020		2,66	0.00
					Total	2,66	0.00
54235 Shippin	• • • •	FEDEX					
001-00-52100-		olice - Supplies				1	.0.44
Ship	pping		7-0	41-32971	Total	4	.0.44
						-	.0.44
54236 DPW Sup	• •	FERGUSON ENTE	ERPRISES LLC #332	26			
002-00-60000- Swvl	-015-000 Wa . Adpt	ater - New Meter		8867		14	1.11
					Total	14	1.11
54237 DPW Sup	• •	FERGUSON WATE	ERWORKS				
002-00-60000-	-006-000 Wa	ater - Supplies	222	F1 F0		28	4.00

0305158

0304010

138.00

422.00

Total

Water - New Meters & Equipment

Hose Bibbs

Couplers

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ALL BANK ACCOUNTS

7/07/2020 Dated From: From Account: 7/07/2020 Thru: Thru Account:

	Thru: 7/07/2020	Thru Account:		
Check Nbr	Check Date Payee			Amount
54238 DPW & Fire	7/07/2020 GAT SUPPLY e Supplies	, INC.		
001-00-52200-00	6-000 Fire - Supplie	s		203.80
Chainsa	aw Blades	364621-1		
002-00-60000-00	6-000 Water - Suppli y & Marker Paint	es 364421-1		84.45
002-00-60000-00				15.88
	f Wheel	364019-1		13.00
001-00-53100-01 Grease	•	pment 363785-1		179.00
0.0000			Total	483.13
54239 Guard Rai		HIGHWAY PRODUCTS, LLC		
001-00-53100-08	8-000 DPW - Repair/	Preventive Maint		870.43
Guard I	Rails	36503		
			Total	870.43
54240 May Charg	• •	METROPOLITAN SEWERAGE DISTRICT		
003-00-62000-08	0-000 San Sew - GBMS	D Treatment		63,416.32
MAY 202	20 TREATMENT COSTS	115908		
			Total	63,416.32
54241 Intercept	7/07/2020 GREEN BAY or Cost Recovery	METROPOLITAN SEWERAGE DISTRICT		
003-00-62000-08	0-000 San Sew - GBMS	D Treatment		4,673.95
Interce	eptor Cost Recovery	115921		
			Total	4,673.95
54242 May Servi		SS LAW FIRM		
001-00-51200-05	9-000 Municipal Cour	t Atty		103.60
May Se	rvices	58		
			Total	103.60
54243 Developme	7/07/2020 HCD INVEST	MENTS, LLC		
008-00-68000-05 INCENT	3-000 TID #1 Increme IVE PAYMENT PER 09-24-19	ent Payment 07072020		91,025.00

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Total

18,452.00

Dated From: 7/07/2020 From Account: Thru Account: Thru:

7/07/2020 Check Nbr Check Date Amount Payee Total 91,025.00 54244 7/07/2020 IRON MOUNTAIN June Shredding 001-00-51422-006-000 Gen Office Supply 20.68 SHREDDING GEN OFFICES JUNE 2020 CTDS572 001-00-52100-006-000 Police - Supplies 10.33 SHREDDING POLICE JUNE 2020 CTDS572 001-00-51200-006-000 Municipal Court - Supplies 10.33 COURT SHREDDING DOCS JUNE 2020 CTDS572 41.34 Total 54245 7/07/2020 MAI XIONG 4 SEASONS SECURITY DEPOSIT 001-00-44930-000-000 Rentals Park / Shelter / Hall 175.00 4 SEASONS SECURITY DEPOSIT 06232020 Total 175.00 7/07/2020 MAKENIT GUTIERREZ 54246 4 SEASONS SECURITY DEPOSIT 001-00-44930-000-000 Rentals Park / Shelter / Hall 175.00 4 SEASONS SECURITY DEPOSIT 06232020 175.00 Total 7/07/2020 MARCO TECHNOLOGIES, LLC 54247 Service Contract 001-00-51422-006-000 Gen Office Supply 26.00 FS-4200DN Clerk & E60155DN Dep Clerk INV7695171 001-00-52100-006-000 Police - Supplies 39.00 P3055DN & CLJ CP2025N Police INV7695171 001-00-53100-006-000 DPW - Supplies 13.00 INV7695171 M3540IDN DPW Total 78.00 54248 7/07/2020 MIDWEST METER INC. Meter Supplies 002-00-60000-015-000 Water - New Meters & Equipment 18,452.00 0122422 Meter Supplies

7/02/2020 1:55 PM Check Register - Full Report - ALL Page: 8 ALL Checks ACCT ALL BANK ACCOUNTS Dated From: 7/07/2020 From Account: 7/07/2020 Thru: Thru Account: Check Nbr Check Date Amount Payee 54249 7/07/2020 MOHR'S SERVICE & REPAIR LLC FD Vehicle Maint. 001-00-52200-021-000 Fire - Vehicle Maint 1,400.85 17 Spartan 951 001-00-52200-021-000 Fire - Vehicle Maint 297.79 2000 Ford F25 950 001-00-52200-021-000 Fire - Vehicle Maint 1,126.85 2000 IH 4900 949 Total 2,825.49

54250 7/07/2020 NORTHERN PIPE EQUIPMENT INC 2020 Annual Sanitary Repairs 003-00-62000-014-000 San Sew - Outside Services 15,493.50 2020 Annual Sanitary Sewer Repairs 1643 Total 15,493.50 7/07/2020 54251 NSIGHT TELSERVICES Phone Lines 001-00-51422-007-000 All Phones 861.61 PHONE LINES ALL BLDGS 07202020 001-00-52100-007-000 Police - Phone & Tech Support 101.31 POLICE / COURT PORTION OF LINES 07202020 Total 962.92 54252 7/07/2020 PEPSI - WP BEVERAGES LLC Fire Dept Soda 001-00-52200-013-000 Fire - Lunch 352.80 Fire Dept Soda 92009490 Total 352.80 54253 7/07/2020 PITNEY BOWES INC Postage Ink Pad 001-00-51422-006-000 Gen Office Supply 18.56 Ink Pad Replacement Pad 1015751763 Total 18.56

Total 18.56

54254 7/07/2020 QUILL CORPORATION
Office Supplies

001-00-51200-006-000 Municipal Court - Supplies 30.87
Glove Exam ntrl pf rbe 7537542

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Dated From: 7/07/2020 From Account: Thru: 7/07/2020 Thru Account:

Check Nbr Check Date Payee			Amount
001-00-51200-006-000 Municipal Court - Supplies Face Masks	7552824		31.38
001-00-51422-006-000 Gen Office Supply Forehead Thermometer	7537542		58.84
001-00-51422-006-000 Gen Office Supply Pencil Eraser	7537542		9.79
001-00-51422-006-000 Gen Office Supply Disposable Face Mask	7554872		31.26
001-00-51422-006-000 Gen Office Supply Disposable Face Mask	7622085		31.49
001-00-51422-006-000 Gen Office Supply Hand Sanitizer	7929177		58.60
Hand Sanicizer	,5251.7	Total	252.23
54255 7/07/2020 ROBERT E. LEE & ASSOCIATE Engineering Services	S, INC.		
003-00-62000-078-000 San Sew - Engineering Ashwaubenon Creek Interceptor	77678		2,506.00
003-00-62000-078-000 San Sew - Engineering Dutchman Creek Interceptor	77676		631.50
008-00-68000-078-000 TID #1 Engineering 2018 Centennial Centre Lighting	77677		321.00
008-00-68000-078-201 CC BLVD EXTENS 2320-20-01 2320-20-01 CC Blvd Extension	77687		2,286.00
008-00-68000-078-203	77689		6,313.61
008-00-68000-047-207 Martinson Dev proj 2320-20-07 2020-20-07 Martinson Property Dev.	77690		14,064.94
009-00-69000-047-205 DEROUIN - LEX DEV 2320-20-05 2320-20-05 Southwinds Project	77691		44,705.77
008-00-68000-078-000	77692		3,661.25
003-00-62000-078-000 San Sew - Engineering Dutchman Creek Interceptor - NEW Water	77685		232.50
008-00-68000-078-181 Water Tower Proj 2320-18-01 2320-18-01 Water Tower Project	77686		2,207.86
007-00-64000-047-204 Storm Water 2320-20-04 Hillcrest Pedestrian Crossing	77688		1,155.71

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Dated From: 7/07/2020 From Account:

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	Thru:	7/07/2020	Thru Accou	nt:			
Check Nbr	Check Date	Payee				Amount	
					Total	78,086.14	
54256 Annual Me	7/07/2020 embership	SAM'S CLUB	/ GEMB				
001-00-51422-0 Annual	06-000 (L Membership H	Gen Office Supp Gee	ly	F2AH		183.73	
					Total	183.73	
54257 Squad De	7/07/2020 tailing	SHOWROOM DE	TAILING, LLC				
001-00-52100-021-000 Squad Detailing		Police - Vehicle	e Maint	92456		220.00	
					Total	220.00	
54258 June Inte	7/07/2020 ernet	SPECTRUM BU	SINESS / TIME	WARNER CABLE			
001-00-51422-0 SERVIC	41-000 CE PERIOD 6/8,	Info / Tech Into /2020-7/7/202	ernet Charges	607906201060920		0.22	
					Total	0.22	
54259 Blood Dra	7/07/2020 aws	ST MARYS HO	SPITAL PARENT	LOCATION			
001-00-52100-0 ACCT#2	08-000 23750810	Police - Blood I	Draws	6/15/2020		93.00	
					Total	93.00	
54260 June Cou	7/07/2020 rt Forfeiture		SCONSIN COURT	FINES & SURCHARGES			
001-00-23300-0 June 0	00-000 I	Municipal Court res	Deposits	06302020		2,603.94	
					Total	2,603.94	
54261 Work Boo	7/07/2020 t Reimburseme	STEVE REYNE	N				
001-00-53100-0 Work B	06-000 1 Boot Reimburse	DPW - Supplies ement		06252020		150.00	
					Total	150.00	

54262 7/07/2020 SWINKLES TRUCKING & EXCAVATING CORP

Topsoil

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Dated From: 7/07/2020 From Account:
Thru: 7/07/2020 Thru Account:

7/07/2020 THE BUSINESS NEWS 54263 Yearly Subscription 001-00-51410-006-000 Administrator - Supplies 20.00 1 Year Subscription 21642 Total 20.00 7/07/2020 54264 THE UNIFORM SHOPPE Police Uniforms 004-00-52100-015-000 Police - New Equipment 715.70

CAMBRAY-SHRT/PNT/JKT 299253

001-00-52100-028-000 Police - Uniform Expense 61.95

MANNING-SHIRT 299221

001-00-52100-028-000 Police - Uniform Expense 118.95
CAMBRAY-EAR PIECE 300202

Total 896.60

Mulch for Park

001-00-52200-039-000 Fire - Station Maintenance 266.80

TLB WOOD PRODUCTS LLC

Mulch for Park 20-1200

 Vehicle Graphics

 004-00-52100-015-000
 Police - New Equipment
 769.35

 Squad Graphics
 905585-00

004-00-53100-015-000 DPW - New Equipment 315.46
New Vehicle Graphics 908113-00

004-00-52200-015-000 Fire - New Equipment 400.00 Lights/Siren Removal 906229-00

001-00-53100-021-000 DPW - Vehicle Maint. 114.02

Remove & Update Grapics 906620-00

Total 1,598.83

54267 7/07/2020 VLADISLAV YATSENKO Park Deposit Refund

54265

7/07/2020

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Dated From: 7/07/2020 From Account:

Dated From: //0//202	20 From Account:	
Thru: 7/07/202	20 Thru Account:	
Check Nbr Check Date P	ayee	Amount
001-00-44930-000-000 Rentals I Door Unlocked, Garbage not	Park / Shelter / Hall Removed	100.00
	Total	100.00
54268 7/07/2020 VON 1	BRIESEN & ROPER, S.C. ATTORNEYS AT LAW	
008-00-68000-078-202 TID1 Into	rcg Engineer2320-20-02 53-00016 324906	0.00
001-00-51300-059-000 General I GENERAL LEGAL	Legal Expenses 2 324907	2,279.50
009-00-69000-014-000 TID #2 Ou TID 2 LEGAL	utside Services 324907	117.50
001-00-51300-059-000 General I 760 AIRPORT DRIVE FEE TO TE		2,312.90
001-00-51300-059-000 General I DECOTEAU TRUST APPLICATION	Legal Expenses	0.00
001-00-51300-059-000 General I ONEIDA MATTERS	Legal Expenses 324903	819.00
008-00-68000-014-000 TID #1 On TID 1 LEGAL	utside Services 2 324907	2,397.00
001-00-51300-059-000 General I ONEIDA V HOBART SPEC EVENT		3,365.50
001-00-51300-059-000 General I APPEAL NOD 1.9.17	Legal Expenses	0.00
001-00-51300-059-000 General 1 HOW LANSCAPING CONTRACT 021	Legal Expenses L053-00018 324908	819.00
	Total 22	2,110.40
54269 7/07/2020 VORPA	AHL FIRE & SAFETY	
001-00-52100-006-000 Police - Fire Extinguisher	Supplies 215298351	45.50
003-00-62000-039-000 San Sew - Fire Extinguisher & Inspect	- Facilities Maint tion 215298353	94.50
001-00-52200-039-000 Fire - St Fire Extinguisher	tation Maintenance 215298350	89.00
001-00-51600-039-000 Building Fire Extinguisher	/ Plant - Maintenance 215298357	678. 4 5

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Dated From: 7/07/2020 From Account:

Thru: 7/07/2020 Thru Account:

Thru: 7/07/2020 Thru Account:	
Check Nbr Check Date Payee	Amount
Total	907.45
54270 7/07/2020 WEYERS EQUIPMENT, INC. DPW Supplies	_
001-00-53100-050-000 DPW - Equipment Repair Flail Mower Blades 01-141716	156.38
007-00-64000-022-000 Storm Wat - Maintenance Staples 01-141613	34.00
- Total	190.38
54271 7/07/2020 WILLMAN - DAVIS - ELAINE WILLMAN June Services	_
001-00-51425-014-000 Tribal Affairs Outside Service CONSULTING INVOICE JUNE 2020 062020	1,000.00
Total	1,000.00
54272 7/07/2020 WPS Forest Road Utilities 001-00-51600-040-000 Building / Plant - Utilities	40.63
4758 FOREST ROAD PROPERTY 2989633680 Total	40.63
54273 7/07/2020 WPS Village Utilities	_
003-00-62000-043-000 San Sewer - Power for Pumping 00001 - LIFT STATION RIVERDALE 2989182269	94.40
003-00-62000-043-000 San Sewer - Power for Pumping 00004 - LIFT STATION RIVERDALE & HILLCRE 2989182269	65.08
002-00-60000-043-000 Water-Power / Utilities/ Phone 00007 - FF & PLEASANT VALLEY 2989182269	29.94
002-00-60000-043-000 Water-Power / Utilities/ Phone 00009 - N. PINE TREE - WATER TOWER 2989182269	242.69
001-00-51600-040-000 Building / Plant - Utilities 00010 - 471 FOUR SEASONS DRIVE SHELTER 2989182269	91.08
002-00-60000-043-000 Water-Power / Utilities/ Phone 00011 - 1229 PLEASANT VALLEY PUMP STN 2989182269	172.33
003-00-62000-043-000 San Sewer - Power for Pumping 00012 - CONRAD DRIVE LIFT STATION 2989182269	197.48
001-00-53100-094-000 DPW - Street Lights 00013 - STREET LIGHTING 2989182269	6,172.09

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Dated From: 7/07/2020 From Account:

Thru: 7/07/2020 Thru Account:

Check Nbr Check Date Payee		Amount
001-00-51600-040-000 Building / Plant - Utilities 00014 - 482 COUNTRY COURT FIRE #2		204.92
001-00-51600-040-000 Building / Plant - Utilities 00015 - 2990 S. PINE TREE / OFFICE		458.80
001-00-51600-040-000 Building / Plant - Utilities 00016 - 2703 S. PINE TREE / SHELTER		30.44
002-00-60000-043-000 Water-Power / Utilities/ Phon 00018 - 1680 ADAM DR / METER STATION		79.98
003-00-62000-043-000 San Sewer - Power for Pumpin 00019 - MAGELLEN WAY LIFT STATION	_	113.43
001-00-51600-040-000 Building / Plant - Utilities 00021 - 2703 PINE TREE / HALL/FIRE ST #1		118.25
001-00-51600-040-000 Building / Plant - Utilities 00025 - 3769 N. OVERLAND / DPW / SHOP		128.15
001-00-51600-040-000 Building / Plant - Utilities 00026 - 3769 N. OVERLAND RD / DPW OFFICE		104.98
002-00-60000-043-000 Water-Power / Utilities/ Phon 00027 - HILLCREST EMERGENCY PUMP	ne 2989182269	29.94
001-00-53100-094-000 DPW - Street Lights 00040 - STREET LIGHT PLEASANT VALLEY	2989182269	36.08
001-00-53100-094-000 DPW - Street Lights 00043 - STREET LIGHT N. PINE TREE	2989182269	36.79
001-00-53100-094-000 DPW - Street Lights 00052 - STREET LIGHTS CENTENNIAL	2989182269	118.46
001-00-53100-094-000 DPW - Street Lights 00055 - ST LIGHT WINDEMER & TROUT CREEK		30.75
002-00-60000-043-000 Water-Power / Utilities/ Phon 00058 - 1285 RIVERDALE DR - WTR BOOSTER	ne	570.44
001-00-53100-094-000 DPW - Street Lights 00067 - CENT CENTRE & OVRLND ST LIGTS		223.28
001-00-53100-094-000 DPW - Street Lights 00081 - 1900 RIVERDALE DR SIGN	2989182269	36.99
001-00-53100-094-000 DPW - Street Lights 00082 - 4600 HILLCREST SIGN	2989182269	42.83
003-00-62000-043-000 San Sewer - Power for Pumpin 00090 - PACKERLAND DRIVE LFT STN		117.59
00090 - FACKERHAND DRIVE HET SIN 001-00-53100-094-000 DPW - Street Lights 00095 - CENTEN BLVD & LARSON ORCH PKWY	2989182269	30.44

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Dated From: 7/07/2020 From Account:

DPW SUPPLIES

Dated From: 7/07/2020 Fro	om Account:	
Thru: 7/07/2020 Thr	ru Account:	
Check Nbr Check Date Payee		Amount
002-00-60000-043-000 Water-Power / Utilitie	es/ Phone 2989182269	253.62
002-00-60000-043-000 Water-Power / Utilitie 00100 - 4685 N. PINE TREE WATER PUMP	es/ Phone 2989182269	419.32
	Total	10,250.57
54274 7/07/2020 WRWA Membership Renewal		
002-00-60000-011-000 Water - Ed / Conf / To Membership Renewal	ravel S4185	520.00
	Total	520.00
MARY'S VISA 7/07/2020 MAILCHIMP - VISA Monthly Charges	Manual Check	
001-00-51422-006-000 Gen Office Supply WEB/HEADLINES	W4JF	34.99
	Total	34.99
AARON'S VISA 7/07/2020 WMCA - VISA Board of Review Training	Manual Check	
001-00-51420-011-000 Village Clerk Ed / Co Board of Review Training	nf / Trav KZJM	20.00
	Total	20.00
JERRY'S VISA 7/07/2020 FLEET FARM - VISA DPW Supplies	Manual Check	
001-00-53100-006-000 DPW - Supplies DPW SUPPLIES	1QEJ	185.40
	Total	185.40
JERRY'S VISA 7/07/2020 FLEET FARM - VISA DPW SUPPLIES	Manual Check	
001-00-53100-050-000 DPW - Equipment Repair DPW SUPPLIES	r 5J1X	34.78
	Total	34.78
JERRY'S VISA 7/07/2020 AMAZON - VISA DPW SUPPLIES	Manual Check	
001-00-53100-006-000 DPW - Supplies		69.48

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Dated From: 7/07/2020

07/2020 From Account:

Thru: 7/07/2020 Thru Account:

Check Nbr Check Date Payee Amount

Total 69.48

Grand Total 389,957.85

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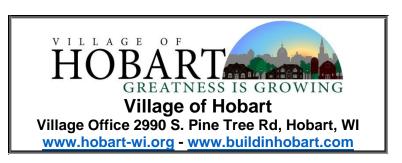
Total Expenditure from all Funds

389,957.85

ALL BANK ACCOUNTS

Dated From: 7/07/2020 From Account: 7/07/2020 Thru: Thru Account:

Amount 55,109.56 Total Expenditure from Fund # 001 - General Fund Total Expenditure from Fund # 002 - Water Fund 23,308.02 88,593.22 Total Expenditure from Fund # 003 - Sanitary Sewer Fund Total Expenditure from Fund # 004 - Capital Projects Fund 28,885.51 Total Expenditure from Fund # 006 - K-9 Fund 2,814.82 Total Expenditure from Fund # 007 - Storm Water Fund 8,527.84 Total Expenditure from Fund # 008 - TID #1 Fund 137,895.61 Total Expenditure from Fund # 009 - TID #2 Fund 44,823.27



MEETING MINUTES – VILLAGE BOARD (Regular)

Date/Time: Tuesday June 16, 2020 (6:00 P.M.)

Location: Village Office, 2990 South Pine Tree Road

NOTE: Based on Federal and State guidance during the COVID-19 crises, anyone attending the Board meeting is asked to practice social distancing, which means maintaining a distance of at least 6 feet (2 meters) from others. Thank you for your cooperation.

ROUTINE ITEMS TO BE ACTED UPON:

1. Call to order/Roll Call:

The meeting was called to order by Rich Heidel at 6:02pm. Roll call: Rich Heidel, David Dillenburg, Ed Kazik, and Debbie Schumacher were present. Tim Carpenter was excused.

- 2. Certification of the open meeting law agenda requirements and approval of the agenda:
 - Motion made by Rich Heidel, second by Ed Kazik, to approve the agenda as presented. The motion passed unanimously.
- 3. Pledge of Allegiance:

Those present recited the Pledge of Allegiance.

4. PUBLIC HEARINGS

There were no 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
 - B. VILLAGE BOARD: Minutes of June 2, 2020
 - C. PLAN COMMISSION: Minutes of April 29, 2020
 - D. BOARD OF REVIEW: Minutes of May 16, 2019

Motion by Dave Dillenburg, second by Debbie Schumacher, to approve the items listed on the consent agenda as presented. The motion passed unanimously.

6. ITEMS REMOVED FROM CONSENT AGENDA

No items were removed.

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

A. DISCUSSION AND ACTION - Consider Final Plat for Southwind Estates Planned Unit Development, HB-2892, HB-359-1, & HB-359 (Planning and Zoning Commission)

Lexington Homes, Inc. is proposing a new residential subdivision plat consisting of 31 lots that would include 30 single family lots and 1 larger lot for the construction of a multi-family building complex. There would also be a few outlots that would include areas that will be left as natural areas and buffers as they are located in or adjacent to environmentally sensitive areas and the development of a storm water retention/detention area for the subdivision. Motion by Ed Kazik, second by Rich Heidel, to approve the final plat for Southwind Estates Planned Development as presented. The motion passed unanimously.

8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS

A. UPDATE - COVID-19 Municipal Court Operating Plan for Hobart-Lawrence Municipal Court

This is provided for informational purposes only. The municipal court will be reopening in the beginning of July pending approval of the reopen plan by the Chief Justice. The plan includes a COVID screening questionnaire and a no-touch thermometer reading if necessary.

Aaron Kramer reminded the board that there will be a special board meeting on June 23rd at 4:00pm to take action on the previously discussed bond purchase. The village's bond rating has remained steady and Standard & Poor's estimates our current population at 10,082.

The 5 year capital project plan will be presented to the board in July including a land swap option with the Oneida Tribe to allow for a road project to straighten County J to create a safer intersection with Hillcrest.

9. COMMITTEE REPORTS AND ACTIONS

HALO will be holding a Zoom meeting in July.

10. OLD BUSINESS

None.

11. <u>NEW BUSINESS (Including items for future agenda consideration or Committee assignment)</u> A. DISCUSSION AND ACTION – Election Contingency Plan

The Village has always had an election contingency plan on file to help prepare election workers for an emergency. In light of the recent unrest and due to the fact that our election equipment has been upgraded, staff has reviewed the current election contingency plan on file and updated it to include the new voting process as well as additional emergency situations. Staff recommends adoption of the Election Contingency Plan as presented. Motion by Rich Heidel, second by Ed Kazik, to approve the Election Contingency Plan as presented. Motion approved unanimously.

B. DISCUSSION AND ACTION - Village Board and Commission Reorganization Plan

The Village of Hobart has nine existing boards and commissions, per Municipal Code Chapter 5, Section 10. They were "created to perform such duties as required by the Wisconsin Statutes, rules and regulations and the Village ordinances, and as determined via Village Board resolution as may be amended from time to time." The boards and commissions are as follows:

- (1) Planning and Zoning Commission.
- (2) Board of Appeals.
- (3) Board of Review.
- (4) Board of Police Commissioners.
- (5) Board of Fire Commissioners.
- (6) Public Works and Utilities Advisory Committee.
- (7) Site Review Committee.
- (8) Ethics Committee.

The ninth committee, the Community Development Authority (CDA), was created by Chapter 20 of the Municipal Code and is "deemed to be a separate public body, corporate and politic, exercising necessary public powers, and having all the powers, duties and functions conferred on housing authorities, redevelopment authorities and housing and community development authorities by applicable law, that are necessary for the purpose of carrying out blight elimination, slum clearance, urban renewal programs and projects and housing projects."

As the Village continues to grow and mature, new challenges and opportunities exist. Aaron is recommending the following:

- 1) Due to the fact that virtually all the duties and initiatives outlined in the CDA's enacting ordinance have been and are currently being performed by the Village Board and Village Administrator, the CDA would be eliminated under this reorganizational proposal.
- 2) As the Village acquired and develops public park space, has invested in a pedestrian and trail initiative, and will likely see more desire on the part of residents to consider recreational programs, a Park and Recreation Committee would be created to serve as an initial governmental body to consider park improvements, park acquisition, recreational programming and other various related Village projects.
- 3) Due to some ambiguity in the definitions and roles of other various committees, language should be added to the Municipal Code to clearly define the role of the following committees: Board of Fire Commissioners and Public Works and Utilities Advisory Committee.

The board recommended to the Administrator to proceed with drafting the changes for future board review.

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

D. 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: Fee-to-trust issues, Abandoned railroad R-O-W, Tribal Affairs and Oneida Nation v. Village of Hobart litigation
- 2) Under Wisconsin State Statute 19.85 (1) (e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session RE: TID Projects/Development Agreements

Motion by Rich Heidel, second by Ed Kazik, to go into closed session at 6:48pm. Motion approved unanimously.

E. CONVENE into open session

Motion by Rich Heidel, second by Ed Kazik, to convene into open session at 8:32pm. Motion approved unanimously.

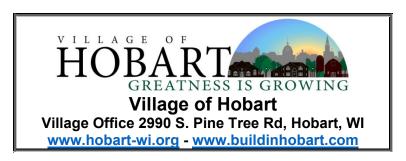
F. ACTION from closed session

Motion by Debbie Schumacher, second by Ed Kazik, to approve the development agreement between the Village of Hobart and the WSM-Shop LLC for the development of a sports training facility in Tax Increment District #1. Motion approved unanimously.

12. ADJOURN

Motion by Dave Dillenburg, second by Debbie Schumacher, to adjourn at 8:33pm. Motion approved unanimously.

Aaron Kramer, Village Administrator



MEETING MINUTES – VILLAGE BOARD (Special)

Date/Time: Tuesday June 23, 2020 (4:00 P.M.)

Location: Village Office, 2990 South Pine Tree Road

NOTE: Based on Federal and State guidance during the COVID-19 crises, anyone attending the Board meeting is asked to practice social distancing, which means maintaining a distance of at least 6 feet (2 meters) from others. Thank you for your cooperation.

ROUTINE ITEMS TO BE ACTED UPON:

1. Call to order/Roll Call:

The meeting was called to order by Rich Heidel at 4:00 pm. Roll call: Rich Heidel, David Dillenburg, Ed Kazik, and Debbie Schumacher were present. Tim Carpenter was excused.

- 2. Certification of the open meeting law agenda requirements and approval of the agenda:
 - Motion made by Heidel, second by Schumacher, to approve the agenda as presented. The motion passed unanimously.
- 3. Pledge of Allegiance:

Those present recited the Pledge of Allegiance.

4. NEW BUSINESS

A. DISCUSSION AND ACTION – RESOLUTION 2020-12 (RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$1,205,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020) Motion by Schumacher, second by Kazik, to approve Resolution 2020-12 as presented. Motion passed unanimously.

B. DISCUSSION AND ACTION - RESOLUTION 2020-13 (RESOLUTION AWARDING THE SALE OF \$2,980,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2020)

Motion by Kazik, second by Schumacher, to approve Resolution 2020-13 as presented. Motion passed unanimously.

5. ADJOURN

Motion by Heidel, second by Kazik, to adjourn at 4:29 pm. Motion approved unanimously.

Aaron Kramer, Village Administrator



Village of Hobart Site Review Committee Minutes Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI Tuesday, June 23, 2020 – 5:00 pm

1. Call to Order, Roll Call:

The meeting was called to order by Dave Dillenburg at 5:00 pm. Roll call: Dave Dillenburg, aye; Debbie Schumacher, aye; Mike Ambrosius, excused; Dave Baranczyk, aye; Merlin Zimmer, excused; Rick Nuetzel, aye; Tom Tengowski, excused.

2. Verify/Modify/Approve Agenda:

Motion by Dave Dillenburg, second by Rick Nuetzel, to approve the agenda as presented. All in favor. Motion carried.

3. Approval of Site Review Minutes:

Approval of the minutes is postponed to the next meeting as there was not a quorum of members that attended the April 15th meeting.

4. Public Comment on Non-Agenda Items:

None.

5. Request for a new 2,400 square foot accessory building located at 3750 Packerland Drive: GENERAL INFORMATION

- 1. Developer: Laserform, LLC
- 2. Applicant: Brandon Robaidek, Robert E. Lee & Associates, Inc.
- 3. Address/Parcel: 3750 Packerland Dr., HB-950-3 & HB-950-6
- 4. Zoning: L-1: Limited Industrial District
- 5. Use: Industrial Manufacturing Storage

BACKGROUND

Laserforms, LLC is currently in the process of having a 72,800 square foot manufacturing facility building constructed at 3750 Packerland Dr. and there are planning to construct an additional 2,400 square foot accessory building to the northwest corner of their development. The intended use of this proposed building is for storage associated with the principal manufacturing facility.

SITE REVIEW DEVELOPMENT AND DESIGN STANDARDS CHECKLIST

Section 3, Site Plan Approval

- A. Zoning: L-1: Limited Industrial District
- B. Green Space: 56.92% green space (original approval 57.4%)
- C. Setbacks: Compliant with zoning district requirements
- D. Parking: Existing to remain which consists of 140 stalls
- E. Fire Dept. (and Police Dept.): The plans presented have been reviewed and accepted by the Police Chief and Fire Chief.
- F. Storm Water: No change to the original approval which consists of storm water from the proposed building and parking areas will be collected by on-site storm sewer before being discharged to a wet detention pond on the east side of the site. Storm water from a portion of the western driveway will be collected by a yard drain and discharged to the regional storm water detention pond off Packerland Dr

G. Refuse Collection: No change from the original approval which consists of refuse / recycling containers and trash compactor being located along the north elevation of the building and partially recessed in the ground similar to that of a loading dock. This type of installation will allow for the waste and recycling to be dumped from smaller containers through overhead doors from within the building. Additionally, this entire area will be enclosed by a security fence to add further screening.

Section 4, Architectural Plan Approval

- A. Exterior Construction Information:
 - 1) Materials: Wood framed building with metal wall panels.
 - 2) Exterior Materials: All proposed wall elevations will consist entirely of prefinished metal wall panels where doors will not be located.
 - 3) Height: Overall height of 21'-2" to peak of roof system.
 - 4) Overhead doors: There will be two overhead doors on the east elevation facing into the facilities drive area.
 - 5) Mechanical Equipment: There is no such equipment planned to be located on or around the exterior of the building.

Section 5, Landscaping Plan:

No new landscaping is proposed as this proposed building as the building would be located towards the rear of the property with the security fencing adjoining to this building.

Section 6, Lighting:

No new lighting is proposed to the exterior of this proposed lighting.

Section 7, Signage:

No signage is included with this submittal. Formal signage submittal is required prior to signage installation.

Section 8, Driveway-Curb Cut:

N/A as this proposed building will be accessed from the interior drive areas.

ACTION

Motion by Dave Dillenburg, second by Rick Nuetzel, to approved the 2,400 square foot accessory building located at 4570 Packerland Drive as presented. All in favor. Motion carried.

6. Adjourn:

Motion by Rick Nuetzel, second by Dave Baranczyk, to adjourn. All in favor. Motion carried. Meeting adjourned at 5:13pm.

Village of Hobart-Town of Lawrence Police Commission Meeting Minutes – Thursday, April 23, 2020 @ 1800

Village of Hobart Office 2990 S. Pine Tree Rd. Hobart, WI 54155

Call to Order

Meeting was called to order by John Shimek @ 1815.

Roll Call

John Shimek, Gary Pieschek, Ron Jaeger, Melissa Tanke, and Don Hedrick were present. Chief Bani was in attendance.

Approval of Agenda

Motion to approve the agenda with the following change: Police Department Update and brief roundtable discussion will occur following the acceptance of Officer Matthew Prokash's resignation. This motion was made by Ron Jaeger, second by Gary Pieschek.

Approve Minutes of 12-18-19

Motion to approve minutes of the December 18th, 2019 meeting was made by Don Hedrick, second by Ron Jaeger.

Discussion and Update:

Commissioners accept the resignation of Officer Matthew Prokash.

Police Department Update/Brief Roundtable Discussion of Commission

Update provided by Chief Bani.

Discussion and Update:

Approval of hiring process for open position.

Discussion and Action - Date for next meeting:

The date for the next meeting will be scheduled as needed.

Adjourn to Closed Session

Meeting was adjourned to closed session at 1825 to interview police officer candidate.

Convene to Open Session

Meeting convened to open session at 1924.

Action from Closed Session

Decision by Commissioners John Shimek, Ron Jaeger, Melissa Tanke, Gary Pieschek, and Don Hedrick, in favor of proceeding with the hiring of Zachary Cambray as a full-time officer with 3-4 months of field training and a 12 month probationary period.

Adjournment

Motion to adjourn the meeting at 1930 was made by John Shimek, second by Gary Pieschek.

Meeting Minutes submitted by:

Melissa Tanke

HLPC – Meeting Minutes – 04-23-20



VILLAGE ADMINISTRATOR'S REPORT JULY 7TH 2020

2021 WRS CONTRIBUTION RATES TO REMAIN STABLE

Last week, the Employee Trust Funds Board approved WRS contribution rates for 2021. Total rates paid for most employees and employers will remain unchanged for next year. The new rates take effect January 1, 2021. For general employees the contribution rates for both the employer and the employee will be 6.75%, which is the same as the 2020 rate.

2021 Employee-Required Contribution - (Must be paid by employee unless there is a Collective Bargaining Agreement in force):

- 6.75% General, Teachers and Educational Support Personnel; Judges, Elected Officials and State Executive Positions
- 6.75% Protective with Social Security
- 6.75% Protective without Social Security

2021 Employer-Required Contributions - (Must be paid by employer):

- 6.75% General, Teachers and Educational Support Personnel; Judges, Elected Officials and State Executive Positions
- 11.75% Protective with Social Security
- 16.35% Protective without Social Security

For Hobart employees (minus police officers), the Village will continue to pay 6.75 percent of their salary to the WRS, while the contribution rate for police officers will increase from 11.74 percent to 11.84 percent (which includes a 0.09 duty disability surcharge)

JOINT LEGISLATIVE COUNCIL PLANS
ONE NEW STUDY COMMITTEE THIS
YEAR

The Wisconsin Legislature's Joint Legislative typically establishes Council study committees every two years so that legislators and stakeholders may meet on assigned study topics and recommend legislative solutions. However, due to the current pandemic, the Joint Legislative Council co-chairs, Rep. Rob Brooks and Sen. Roger Roth, earlier in June recommended that only one new study committee be established - The Study Committee on Public Disclosure and Oversight of Child Abuse and Neglect Incidents. The co-chairs also recommended continuing the Special Committee on State-Tribal Relations. The members of Joint Legislative Council unanimously approved the co-chair's recommendations in a vote last week. In addition, the co-chairs asked Legislative Council staff to prepare six interim research reports on the following subjects:

- * Criminal sentencing of juvenile offenders;
- * District attorney funding:
- * Outdoor recreational licensing system;
- * Pollinator health;
- * Workforce development system; and
- * Dual enrollment.

These reports will include include options for legislation that represent recommendations solicited from stakeholders for each topic. In addition, the co-chairs instructed Legislative Council staff to present a webinar-style symposia series on the following subjects in coming months:

- * Early literacy;
- * Autism; and
- * Workforce housing



TO: Site Review Committee RE: 3750 Packerland Dr., HB-950-6 & HB-950-3; New 2,400 sf Accessory

Building

FROM: Todd Gerbers, Director of Planning and Code Compliance DATE: June 23, 2020

ISSUE: Discussion and action on request for a new 2,400 square foot accessory building located at 3750

Packerland Dr.

RECOMMENDATION: Staff recommends conditional approval subject to any conditions the Committee may

identify.

GENERAL INFORMATION

1. Developer: Laserform, LLC

2. Applicant: Brandon Robaidek, Robert E. Lee & Associates, Inc.

3. Address/Parcel: 3750 Packerland Dr., HB-950-3 & HB-950-6

4. Zoning: L-1: Limited Industrial District

5. Use: Industrial Manufacturing Storage

BACKGROUND

Laserforms, LLC is currently in the process of having a 72,800 square foot manufacturing facility building constructed at 3750 Packerland Dr. and there are planning to construct an additional 2,400 square foot accessory building to the northwest corner of their development. The intended use of this proposed building is for storage associated with the principal manufacturing facility.

SITE REVIEW DEVELOPMENT AND DESIGN STANDARDS CHECKLIST

Section 3, Site Plan Approval

A. Zoning: L-1: Limited Industrial District

B. Green Space: 56.92% green space (original approval 57.4%)

C. Setbacks: Compliant with zoning district requirements

D. Parking: Existing to remain which consists of 140 stalls

- **E.** Fire Dept. (and Police Dept.): The plans presented have been reviewed and accepted by the Police Chief and Fire Chief.
- **F. Storm Water:** No change to the original approval which consists of storm water from the proposed building and parking areas will be collected by on-site storm sewer before being discharged to a wet detention pond on the east side of the site. Storm water from a portion of the western driveway will be collected by a yard drain and discharged to the regional storm water detention pond off of Packerland Dr

G. Refuse Collection: No change from the original approval which consists of refuse / recycling containers and trash compactor being located along the north elevation of the building and partially recessed in the ground similar to that of a loading dock. This type of installation will allow for the waste and recycling to be dumped from smaller containers through overhead doors from within the building. Additionally, this entire area will be enclosed by a security fence to add further screening.

Section 4, Architectural Plan Approval

A. Exterior Construction Information:

- 1. Materials: Wood framed building with metal wall panels.
- **2. Exterior Materials:** All proposed wall elevations will consist entirely of pre-finished metal wall panels where doors will not be located.
- 3. Height: Overall height of 21'-2" to peak of roof system.
- **4. Overhead doors:** There will be two overhead doors on the east elevation facing into the facilities drive area.
- **5. Mechanical Equipment:** There is no such equipment planned to be located on or around the exterior of the building.

Section 5, Landscaping Plan: No new landscaping is proposed as this proposed building as the building would be located towards the rear of the property with the security fencing adjoining to this building.

Section 6, Lighting: No new lighting is proposed to the exterior of this proposed lighting.

Section 7, Signage: No signage is included with this submittal. Formal signage submittal is required prior to signage installation.

Section 8, Driveway-Curb Cut: N/A as this proposed building will be accessed from the interior drive areas.

RECOMMENDATION/CONDITIONS

Staff recommends approval as submitted, subject to any conditions the Site Review may identify.



Green Bay Office 1250 Centennial Centre Blvd. Hobart, WI 54155 920-662-9641 FAX 920-662-9141

June 2, 2020

Mr. Aaron Kramer, Village Administrator VILLAGE OF HOBART 2990 S Pine Tree Road Hobart, WI 54155

RE: Laserform Shed Addition Summary

Dear Mr. Kramer:

Robert E. Lee & Associates, Inc., is submitting the following Laserform Shed Addition plan set for review and approval by the Village of Hobart. There will be no additional landscaping added to this project since the frontage has not changed since the previous Laserform plan approval. Also, no additional lighting fixtures are being proposed since there are existing light poles in the area that were previously approved. Storm water running off of the proposed shed will be collected by existing on-site storm sewer before being discharged to the existing wet detention pond on the east side of the site. The on-site wet pond will treat the stormwater for TSS removal and peak discharge.

If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Brandon D. Robaidek, E.I.T.

VILLAGE OF HOBART

SITE REVIEW / DEVELOPMENT AND DESIGN STANDARDS PROCESS & APPROVAL

PLAN SUBMITTAL REQUIREMENTS:

- Fifteen (15) copies 11 x 17 or size that is legible with all information required by this process.
- > Fifteen (15) copies of the Completed Checklist
- > This checklist with complete information <u>no later than ten 10 business days prior to the Third Tuesday of the month to the Village Clerk; NO LATER THAN 1200 HOURS. (Noon)</u>
- One (1) full size set of site plans.
- > One (1) full size set of building plans, Ready for State Approval
- > All site plans shall be drawn to an engineering scale no greater than one-(1) inch equals one hundred (100) feet.
- > Signs not part of this application would be a considered a separate application
- > Application fee of \$150.

1.

2.

ALL INFORMATION <u>MUST BE COMPLETE</u> PRIOR TO SCHEDULING A MEETING OF THE SITE REVIEW COMMITTEE. NO BUILDING PERMIT WILL BE ISSUED WITHOUT APPROVED PLANS FROM THE SITE REVIEW COMMITTEE.

ROM THE SITE REVIEW COMMITTEE.
LOCATION
Project / Development / Site Location / intersection (section town & range) Lucerform Shed addition a North of Camber Court
1/4 SW of 1/4 NW of Section 19 Township 23 North Range 20 East
TYPE OF DEVELOPMENT
Size of Parcel (acreage or square footage): 10.45 Acres
Size of facility(square footage): 2,400 Square, feet
Type of facility: Storage, Building
Developer: Laserform, LLC.
Address: 1010 Centensal Street, Green By Phone: 920-680-0871
Engineer: Robert F Lee + Associates, The - Brandon Robardek
Address: 1250 Contencial Centre Blud Phone: 920-662-9641
Contractor: Keller, Inc - Tony Pullara
Construction Firm:
Address: N216 State Thybway 55, Wankayaa Phone: 920-759-3373
Revised 1-23-08

PAGE 37

3. SITE PLAN APPROVAL

A.	Industrial Business Park Commercial
	Multi-Family
	Current Zoning: I-1 Limited Industrial District
	Other – Identify:
	Erosion Control Plan on file:XYESNO
	% of Green Space:S6.87.
B.	Orientation – Provide scale map of parcel and facility, (show north indicating arrow, and a graphic scale)
C.	Setback Information: 5-15' Complies with Ordinance: Yes
D.	# of parking stalls (Include Handicapped parking):
E.	Show the following Utilities and all easements including but not limited to the following facilities types:
	1) Electric underground 🖪 overhead 🔞
	2) Natural Gas 🕅
	3) Telephone 🖪
	4) Water / Fire Hydrants 🛛
	5) Fiber Optic Lines 🔎
	6) Other transmission lines
	7) Ingress – egress easements
F.	Total Site Build-out including future structures and setbacks:
	Complies with ordinanceXYESNO
G.	Identify on the Site Plan Key: Spot Elevations: such as Center of Street, Driveway apron, 4 - corners of lot, building elevations, building floor, key drainage points & ditches on local USGS Datum: Data Complete:XYESNO

Н	Adjacent streets and street rights-of-ways and fire lanes: 1) Fire Chief has reviewed and approved:YESNO 2) Not applicable Approved at previous Localism Submitted	
I.	Water bodies and wetlands. Over 1-acre disturbed requires storm water plan.	
	 Surface water holding ponds, drainage ditches, and drainage patterns, location of culverts Name and address and phone# of engineer of project plan: 	n and size
	Robert Elec + Associates 920-662-9641	
J.	Sidewalks, walkways, and driveways:	
K.	Off street loading areas and docks:	
L.	Fences and retaining walls or berms:	
M	Location & Size of exterior refuse collection areas (must be enclosed a minimum of sides):	of three (3
	N/A	
N.	Location and dimensions of proposed outdoor display areas:	
	N/A	
Ai	ITECTURAL PLAN APPROVAL	
A.	erior construction information:	
	Type of Construction Materials: Wood Frome	
	Exterior Materials: Architectural metal wall panel to match Existing E	Bulding
	Height of Facility: 21 2	9
	Compatibility with existing adjacent structure:(Atta Photos)	ach
	Other unique characteristics:	

4.

5.	IΛ	NID	SC	الاط ۸	NO	DI	AN
J .	LA	INL	36	4711	VC=	$\mathbf{r}_{\mathbf{L}}$	$\mathbf{A}\mathbf{N}$

6.

If planting new trees in Village right-of-way, a requirement of a 1.5" caliper or greater of the tree at 12" above ground is needed, according to planting ordinance specifications. A tree-planting plan must be filed with the application. Tree placement is 1-tree every 50 feet of frontage.
Provide scaled landscaping of plan for parcel
Identify tree and location specifics – Quantity / Diameter, etc:
Identify Shrubs & Location Specifics - Quantity:
Identify Buffering -Type – Quantity:
LIGHTING PLAN Provide scaled lighting plan for parcel Identify Exterior Building Lighting – Quantity, Wattage, Location:
M/A - Approved from previous Submittal
Identify Parking Lighting – Quantity – Wattage – Location :

Identify other Lighting – Quantity – Wattage – Location:

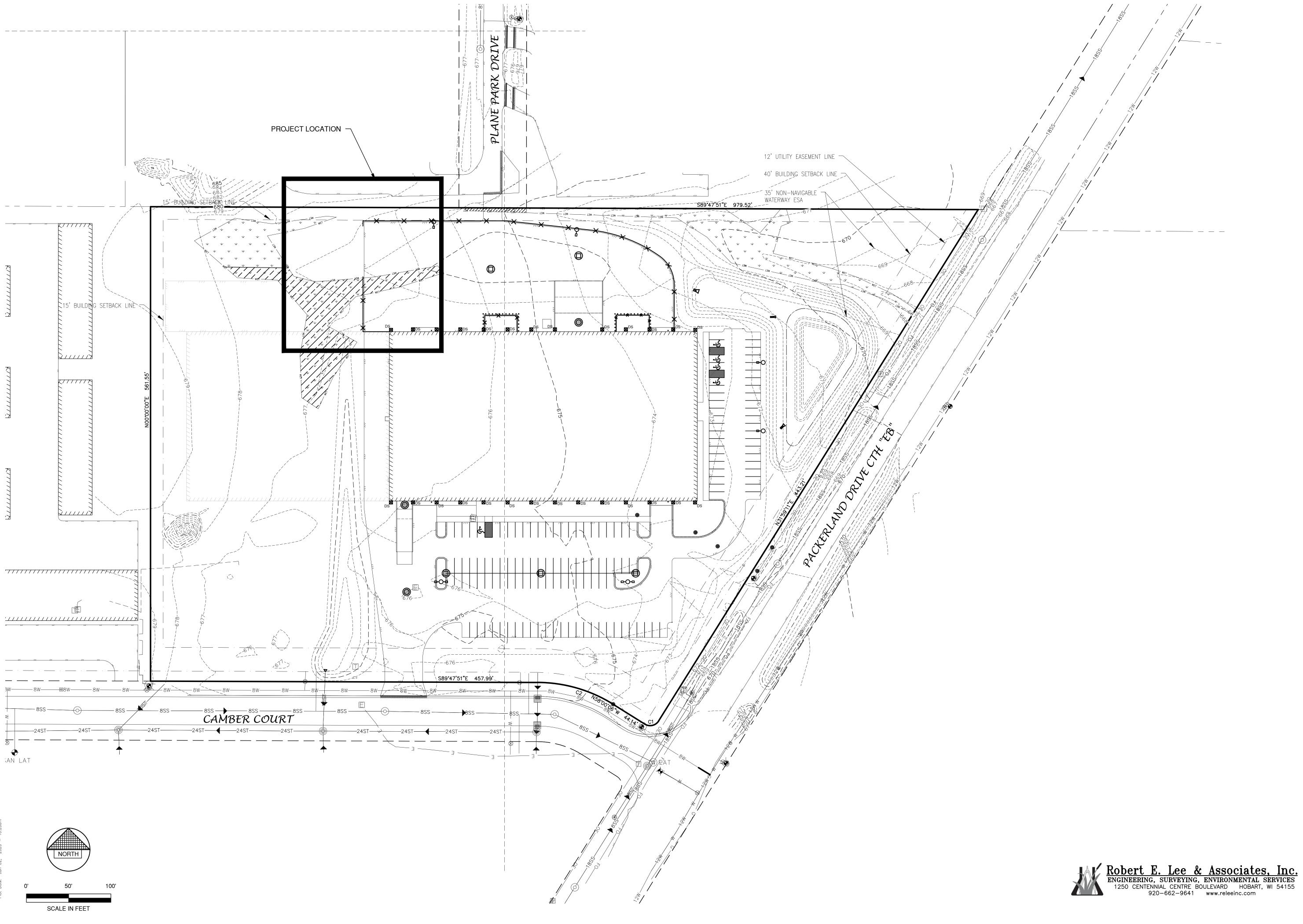
7_{\times}	SIGNAGE
	Provide scaled drawings.
	Provide Site Plan for signage
	Provide building elevations with signage.
	Discussion: N/A
	Complies with Ordinance:YESNO
	Date:
8.	DRIVEWAY – CURB CUT
	Width of Curb Cut:
	Radius / Flare:
	Apron Dimensions:
	Culvert Size (End-walls Required)



Storm Water Utility Service Application

Dept. of Neighborhood Services 2990 S. Pine Tree Rd. Hobart WI 54155 920-869-3809

A. Applicant									
Applicant Name:	sca,	LLC.	O	wner	Name:				
Address: 1010 Centence	ial	Street	Ac	ddress					
City: Green Bay	State	: WI Zip: 54304	Ci	ty:		Stat	te:	Zip:	
Phone: (920) 680 - 08									
Email: Kdestiche@	, las	erfomlle.com	_	Emai	1:				
B. Parcel – Site Informa									
Site Address: North &	- (amber Court			Parcel ID:Hg	3-9	50-4	.	
Project Description:	480	form SHEI	Dov	elop	mest.				_
					Calculations				
Use		Single Family			Duplex		Mul	ti-family	
Number of Dwellings									
ERU's / Dwelling	1 EI	RU		0.75 ERU		0.6 ERU		1	
Total ERU's									
	N	onresidential Uses	- In	nper	vious Surface Calcu	lation	l		 /-
		Existing			Change (+/-)			= New Total A	rea
Building/Structure Foot Prints		72,800	sq	. ft.	+ 7,400	sq. ft.	مر	75,200	sq. ft.
Paved/Gravel Areas		170,956	sq	. ft.	+ 300	sq. ft.	la	21,256	sq. ft.
Totals		193,756	sq	. ft.	+ 2,700	sq. ft.		96,456	sq. ft.
ERU Calculation: 196, 456 /4000 sf / ERU = 49.11 ERU's New Total Area sq. ft.									
Preparer's Signature: But had Date: 5-26-20									
Preparer's Printed Name: Brandon Roba: dek									



PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES N216 State Road 55 3308 Nursery Drive P.O. Box 620

Middleton, WI 53562 Kaukauna, WI 54130 | PHONE (608) 445–2455 PHONE (920) 766-5795/ 1-800-236-2534 FAX (920) 766-5004

MILWAUKEE W177 N9856 Rivercrest Dr. 3600 Stewart Avenue Suite 104 Suite B Germantown, WI 53022 Wausau, WI 54401 PHONE (262) 250-9710 PHONE (715) 849-3141 1-800-236-2534 FAX (715) 849-3181 FAX (262) 250-9740

www.kellerbuilds.com

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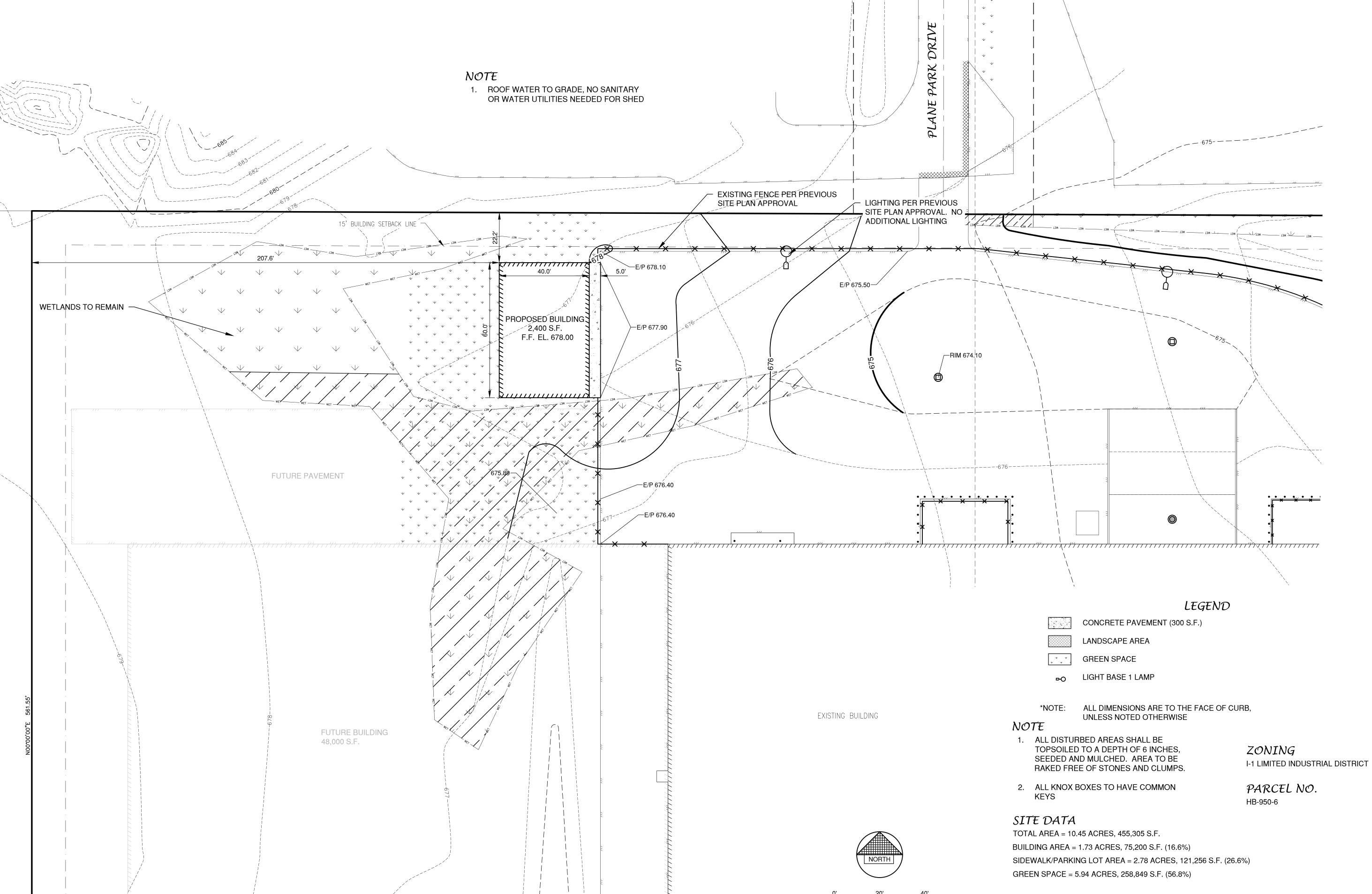
REVISIONS WATER LATERAL SIZE CHANGE

PROJECT MANAGER: C. VANDE WETTERING/T. PULLARA DESIGNER: J. STOJKE DRAWN BY: HARRIS EXPEDITOR: A. COHEN SUPERVISOR: D. DYCE

PRELIMINARY NO: CONTRACT NO: 71162

DATE: 02-10-20

EXISTING CONDITIONS PLAN



SCALE IN FEET

PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES N216 State Road 55 3308 Nursery Drive P.O. Box 620 Kaukauna, WI 54130 PHONE (608) 445-2455 PHONE (920) 766-5795/

Middleton, WI 53562 1-800-236-2534 FAX (920) 766-5004

MILWAUKEE W177 N9856 Rivercrest Dr. 3600 Stewart Avenue Suite B

Germantown, WI 53022 Wausau, WI 54401 PHONE (262) 250-9710 PHONE (715) 849-3141 1-800-236-2534 FAX (715) 849-3181 FAX (262) 250-9740

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REVISIONS

PROJECT MANAGER: C. VANDE WETTERING/T. PULLARA DESIGNER:

DRAWN BY: HARRIS EXPEDITOR: A. COHEN

J. STOJKE

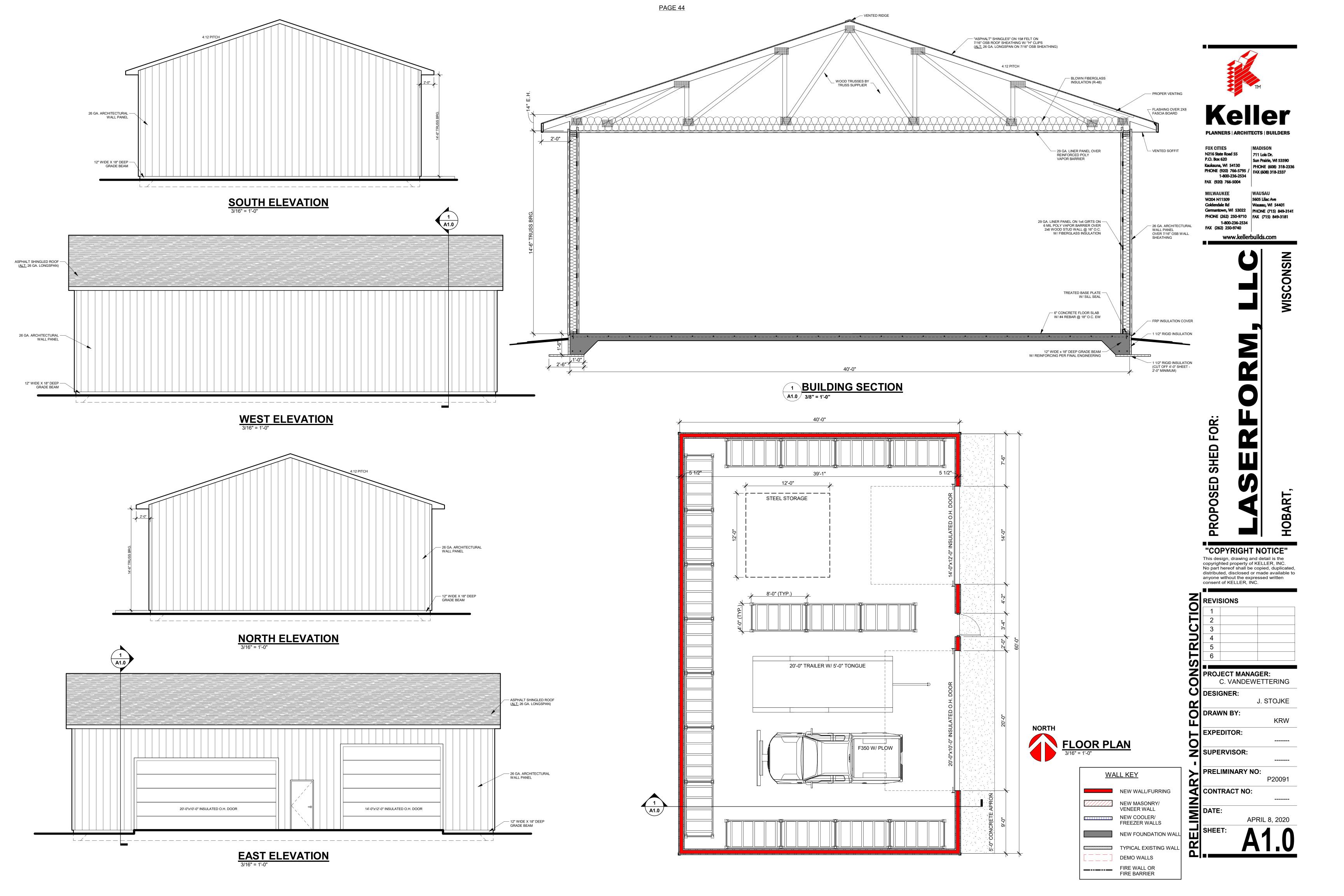
71162

SUPERVISOR: D. DYCE PRELIMINARY NO:

CONTRACT NO:

DATE: 02-10-20

1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155 920-662-9641 www.releeinc.com





TO: Site Review Committee RE: 740 Centerline Dr., HB-2681-1; New Approx. 16,170 sf, Sports

Training Facility and Associated Site Improvements

FROM: Todd Gerbers, Director of Planning and Code Compliance DATE: July 7, 2020

ISSUE: Discussion and action on proposed new 16,170 sf, Sports Training Facility, and associated site improvements

RECOMMENDATION: Staff recommends conditional approval of this conceptual site layout and building architecture along with any conditions the Committee may identify

GENERAL INFORMATION

1. Owner/Developer: Harry Boyce

2. Applicant/Agent: Bayland Buildings, Inc.

3. Address/Parcel: 740 Centerline Dr., Portion of HB-2681-1

4. Zoning: PDD #1: Centennial Centre at Hobart District

5. Use: Indoor Sports Training Facility

ANALYSIS

The development is for a proposed new 16,170 square foot building to be constructed along Centerline Dr. on a newly created parcel adjacent to the Village Water Tower. This request is for committee approval on the overall general site layout and the building architecture only at this time with a full submittal and review at a future meeting.

BACKGROUND

As noted above, this request that is before the committee at this time is for the approval of the general site layout and building architecture only. The contractor is requesting that the committee please review this limited portion as they are planning to construct the building this year and at present day there is approximately a 8-12 week delay from the time it is ordered on getting the metal delivered to the site. The proposed new 16,170 square foot building will be constructed towards the middle of the property with high visibility to STH 29/32 with the plan to expand the building to the east in the future. Along with a possible future expansion, there is enough area on site to expand the parking area as well.

SITE REVIEW DEVELOPMENT AND DESIGN STANDARDS CHECKLIST

Section 3, Site Plan Approval

A. Zoning: PDD #1: Centennial Centre at Hobart District

B. Green Space: Not known at this time

C. Setbacks: Minimum required setbacks – Front 30', Side 15', Rear 25' (will be included on full submittal for later meeting)

D. Parking: There are 40 stalls shown with the ability to construct additional stalls if necessary.

- **E. Fire Dept. (and Police Dept.)**: These plans do not include the detail necessary for a full review by either the Police Chief or Fire Chief, however, neither has any issue with the very basic site plan as presented. A more in depth and formal review will be completed when the required documentation is submitted for the full review at a later meeting.
- **F. Storm Water:** No details submitted at this time, still in the planning stages (will be included on full submittal for later meeting)
- **G. Refuse/Recycling Collection:** To be located at north end of parking area. Enclosure materials will need to be submitted for approval. Additionally, with the proximity to HWY 29 corridor, Staff would recommend that landscaping be included on the landscape plan to help screen the enclosure from view from Hwy 29.

Section 4, Architectural Plan Approval

A. Exterior Construction Information:

- 1. Materials: Metal skeletal building.
- 2. Exterior Materials: CMU block and semi-concealed metal wall panels (note that the east elevation is proposed without the CMU block as it is designed to be expandable for a future addition
- 3. Height: Overall height of approximately 30'
- **4. Overhead doors:** Two glass doors on the front to allow for occasional access of larger items into the facility
- **5. Mechanical equipment:** If located on the roof or ground, shall be screen from view by materials compatible with the building or landscaping

Section 5, Landscaping Plan: Plan is still in the planning stages and will be brought for approval at a later meeting along with the final submittal

Section 6, Lighting: Plan is still in the planning stages and will be brought for approval at a later meeting along with the final submittal

Section 7, Signage: No signage proposed at this time and any future proposed signage would be required to be submitted for approval at a later date.

Section 8, Driveway-Curb Cut: New curb cut noted at 35' from Centerline Dr.

RECOMMENDATION/CONDITIONS

Staff recommends conditional approval of the overall site layout and building design in concept only, subject to the following in addition to any conditions the Site Review may identify:

- 1. Lock Box location shall be noted on final plan at time of revised submittal
- 2. Provide adequate width of drive lanes in parking areas for fire apparatus
- 3. Exterior building materials shall include concealed or semi-concealed fasteners
- 4. Recycling/trash enclosure shall be constructed of materials compatible with the main building and include landscaping around the perimeter to help screen from view from adjacent roadways (HWY 29)
- 5. This approval is for general site layout only with the following items/plans being submitted at a later meeting for review: Final site plan with dimensions, Utility/ Engineering plan, Stormwater plan and details, Landscape plan, Lighting plan, Signage plan/documentation with details.
- 6. No development/construction of the site (other than site grading) may commence based on this review

VILLAGE OF HOBART

SITE REVIEW / DEVELOPMENT AND DESIGN STANDARDS PROCESS & APPROVAL

PLAN SUBMITTAL REQUIREMENTS:

> Fifteen (15) copies 11 x 17 or size that is legible with all information required by this process.

> Fifteen (15) copies of the Completed Checklist

> This checklist with complete information no later than ten 10 business days prior to the Third Tuesday of the month to the Village Clerk; NO LATER THAN 1200 HOURS. (Noon)

One (1) full size set of site plans.

One (1) full size set of building plans, Ready for State Approval

- All site plans shall be drawn to an engineering scale no greater than one-(1) inch equals one hundred (100)
- Signs not part of this application would be a considered a separate application

Application fee of \$150.
One (1) Dig it Copy of Plans

ALL INFORMATION MUST BE COMPLETE PRIOR TO SCHEDULING A MEETING OF THE SITE REVIEW COMMITTEE. NO BUILDING PERMIT WILL BE ISSUED WITHOUT APPROVED PLANS

FRON	THE SITE REVIEW COMMITTEE.
1.	LOCATION
	Project / Development / Site Location / intersection (section town & range)
2.	TYPE OF DEVELOPMENT
	Size of Parcel (acreage or square footage):
	Size of facility(square footage): / C,/70 SF.
	Type of facility: Sports Training Facility
	Developer: Harry Boyce!
	Developer: Harry Boyce ! Address: 2301 Holmgran Way Sork & CB 54304 Phone: 920-313-0209
	Engineer: Bayland Buildings Inc.
	Address:Phone:
	Contractor: Bayland Buildings Inc. (David OBMEN)
	Construction Firm: Bayland Buildings Inc.
	Address: 7.0, 750 x 13571 6B 54307 Phone: 920-371-4200
	Revised 1-23-08

PAGE 48

3. SITE PLAN APPROVAL Industrial ___ Business Park ___ Commercial K A. Multi-Family Current Zoning: Other – Identify: Erosion Control Plan on file: _____YES ____NO % of Green Space: B. Orientation - Provide scale map of parcel and facility, (show north indicating arrow, and a graphic scale) Setback Information: Complies with Ordinance: C. D. # of parking stalls (Include Handicapped parking): 40 E. Show the following Utilities and all easements including but not limited to the following facilities types: 1) Electric underground overhead 2) Natural Gas 3) Telephone 4) Water / Fire Hydrants 5) Fiber Optic Lines 6) Other transmission lines _____ 7) Ingress – egress easements _____

Identify on the Site Plan Key: Spot Elevations: such as Center of Street, Driveway apron, 4 corners of lot, building elevations, building floor, key drainage points & ditches on local

Total Site Build-out including future structures and setbacks:

Complies with ordinance _____YES NO

Data Complete: _____YES ____NO

F.

G.

USGS Datum:

<u>PAGE 49</u>

⊣.	Adjacent streets and street rights-of-ways and fire lanes: 1) Fire Chief has reviewed and approved:YESNO 2) Not applicable	
	Water bodies and wetlands. Over 1-acre disturbed requires storm water plan.	
	 Surface water holding ponds, drainage ditches, and drainage patterns, location and size of culverts Name and address and phone# of engineer of project plan: 	
J.	Sidewalks, walkways, and driveways:	
K.	Off street loading areas and docks:	
L.	Fences and retaining walls or berms:	
M.	Location & Size of exterior refuse collection areas (must be enclosed a minimum of three (3 sides):)
N.	Location and dimensions of proposed outdoor display areas:	
ARCH	HITECTURAL PLAN APPROVAL	-
A. Ex		
	Type of Construction Materials: 54eel building	
2)	Exterior Materials: Masonry (cmu), 266A. metal wall panel	2
3)	Height of Facility: 25-0" low eave 27-0"+1- HIGH EAVE	
4)	Compatibility with existing adjacent structure: (Attach Photos)	
	J. ARCH A. Ex 1) 2) 3)	1) Fire Chief has reviewed and approved:YESNO 2) Not applicable

4.

If planting new trees in Village right-of-way, a requirement of a 1.5" caliper or greater of the tree at

5.	LAP	NDSC	APING	PLAN

6.

12" above ground is needed, according to planting ordinance specifications. A tree-planting plan must be filed with the application. Tree placement is 1-tree every 50 feet of frontage. Provide scaled landscaping of plan for parcel Identify tree and location specifics – Quantity / Diameter, etc: Identify Shrubs & Location Specifics - Quantity: Identify Buffering -Type - Quantity: LIGHTING PLAN Provide scaled lighting plan for parcel Identify Exterior Building Lighting - Quantity, Wattage, Location: Identify Parking Lighting – Quantity – Wattage – Location: All lighting will be dark sing compliant and submitted on civil plan set. Identify other Lighting – Quantity – Wattage – Location: building lighting will be wall pacs with

7.	SIGNAGE
	Provide scaled drawings.
	Provide Site Plan for signage
	Provide building elevations with signage.
	Discussion:
	Complies with Ordinance:YESNO
	Date: 6/26/20——
8.	DRIVEWAY – CURB CUT
	Width of Curb Cut: 35-0"
	Radius / Flare: 5'0"
	Apron Dimensions: 35-0" K 5-0"+/-
	Culvert Size (End-walls Required)



BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 543 (920) 498-9300 FAX (920) 498-303 www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOF

PROPOSED BUILDING FOR:

SCALE VERIFICATION

THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY.

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT
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THE COPYRIGHT ACT, 17 U.S.O. AS AMENDED DECEMBER 1990 AND
KNOW AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT
OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE
OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION
OF SPACES AND ELEMENTS OF THE DESIGN. UNDER SUCH
PROTECTION, UNAUTHORIZED USE OF THESE PLANS, WORK OR
BUILDING REPRESENTED, CAN LEGALLY RESULT IN THE CESSATION
OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER:

PROJECT EXECUTIVE:
BRIAN PETERS
(920) 362-7870

DRAWN BY:

3-23-2020

VISIONS:

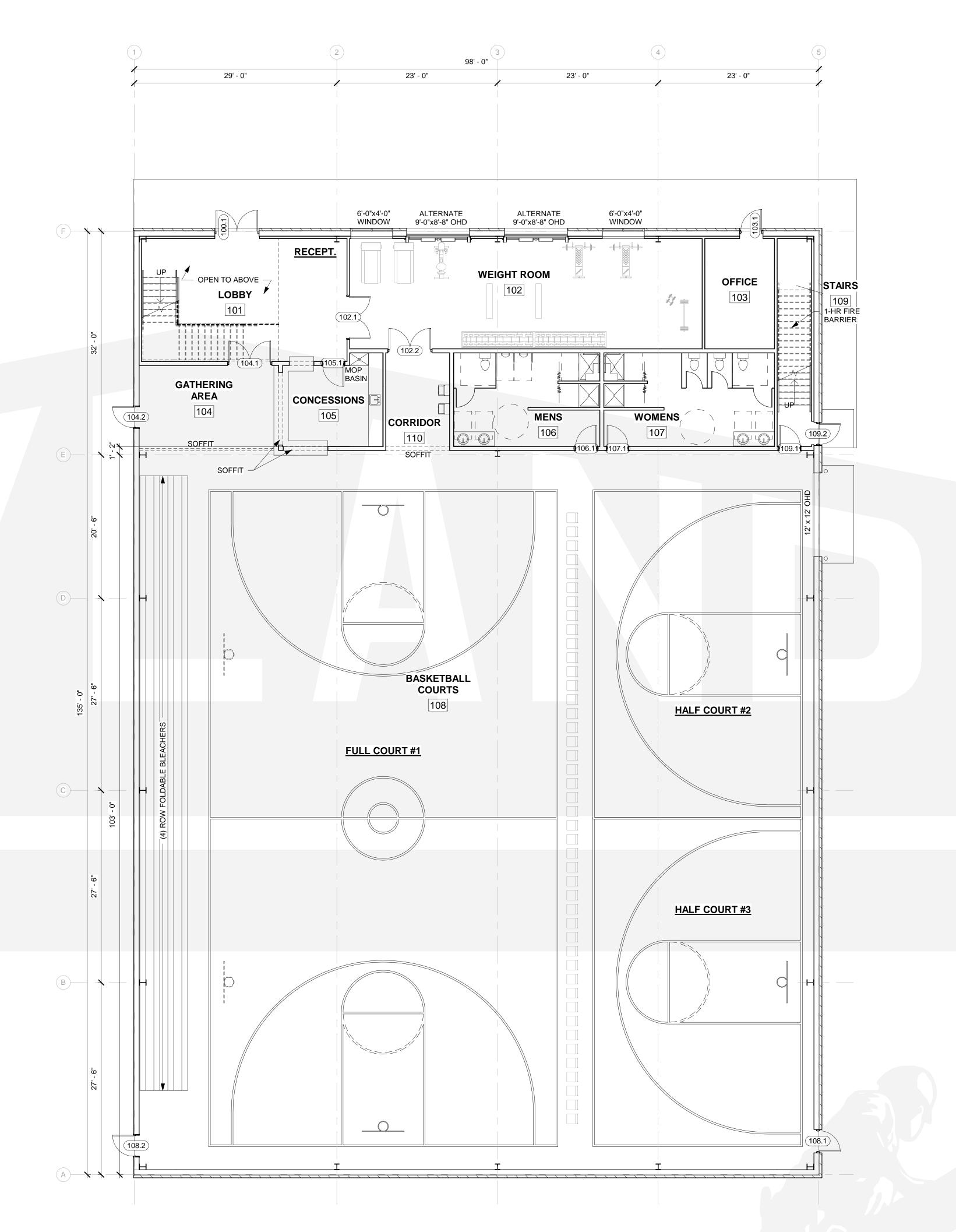
ISSUED FOR:

X PRELIMINARY
BID SET

CONSTRUCTION

SHEET

C1.0





BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307 (920) 498-9300 FAX (920) 498-3033 www.baylandbuildings.com

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CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 19-1067

PROJECT
EXECUTIVE:

BRIAN PETERS
(920) 362-7870

DRAWN BY: LJP

DATE: 03-05

DATE: 03-05-2020

REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

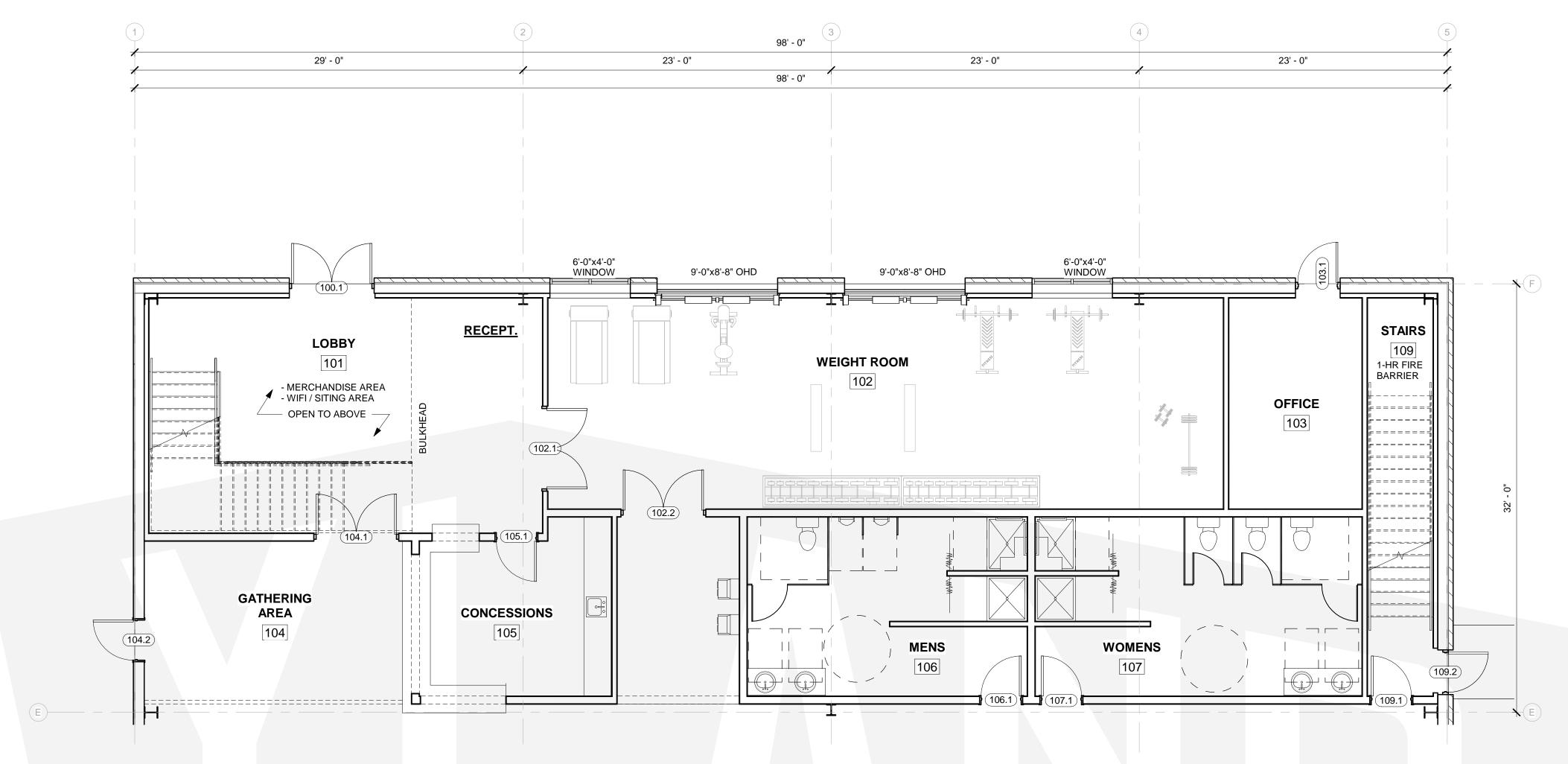
X PRELIMINARY
BID SET
DESIGN REVIEW

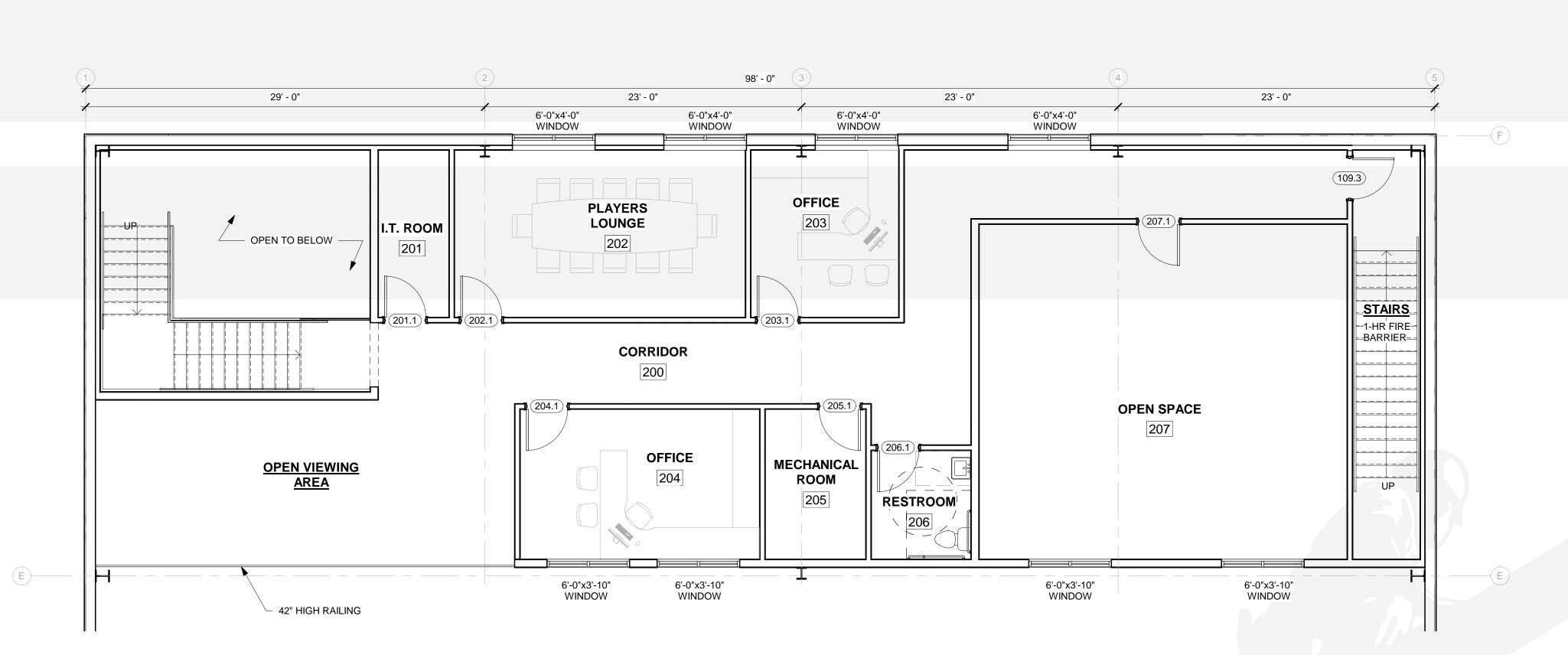
OVERALL FLOOR PLAN

CHECKSET

CONSTRUCTION

A1.0





2 /A1.1 MEZZANINE FLOOR 3/16" = 1'-0"

1/A1.1 ENLARGED FIRST FLOOR PLAN 3/16" = 1'-0"





BAYLAND BUILDINGS P.O. BOX 13571 GREEN BAY, WI 54307 (920) 498-9300 FAX (920) 498-3033 www.baylandbuildings.com

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CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

WISCONSIN; COUNTY

JOB NUMBER: 19-1067

PROJECT EXECUTIVE: (920) 362-7870

DRAWN BY: LJP DATE: 03-05-2020

REVISIONS:

ISSUED FOR: CHECKED DATE: X PRELIMINARY

BID SET DESIGN REVIEW

CHECKSET CONSTRUCTION

ENLARGED FLOOR PLANS



BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307 (920) 498-9300 FAX (920) 498-3033 www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR



1 /A2.1 PERSPECTIVE VIEW ONLY

PROPOSED BUILDING FOR:

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ADJUST SCALE ACCORDINGLY

19-1067

WISCONSIN; COUNTY OF:

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CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 19-1067

PROJECT
EXECUTIVE: BRIAN PETERS
(920) 362-7870

DRAWN BY: LJP

DATE: 03-05-2020

REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

X PRELIMINARY
BID SET
DESIGN REVIEW
CHECKSET
CONSTRUCTION

EXTERIOR ELEVATIONS

A2.1

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SANITARY SEWER AND WATER SERVICES TO HEMLOCK 5th ADDITION

This Intergovernmental Agreement for the Provision of Sanitary Sewer and Water Services to Hemlock 5th Addition ("Agreement") is made this ____ day of _____, 2020, between the TOWN OF LAWRENCE, a Wisconsin municipality (the "Town") and the VILLAGE OF HOBART, a Wisconsin Municipal Corporation (the "Village"). The Town and the Village are each referred to as a "Party" and together, as the "Parties."

RECITALS

The Hemlock Creek Subdivision (the "Subdivision") is a residential subdivision located in the Town.

The Developer of the Subdivision has proposed a 5th addition to the Subdivision (the "Addition"). A portion of the Addition would be in the Village and the remainder in the Town (the portions of the Addition that are located within the Village shall hereinafter be referred to as the "Village Portion" and those in the Town, the "Town Portion").

The Parties want to provide water and sanitary sewer service to the Village Portion to encourage the development of the Addition.

Various jurisdictional issues and procedural prerequisites must be addressed to provide sanitary sewer and water service to the Village Portion; these issues and complications have already served to greatly increase the cost of facilitating the development of the Addition. While proceeding to accommodate the development expects the developer to contribute to the additional costs to the Parties while addressing the issues and prerequisites as presented by the Addition as addressed in this Agreement.

Sanitary Sewer Service

The Parties receive sanitary sewer services through the Green Bay Metropolitan Sewerage District (New Water) pursuant to Green Bay Metropolitan Sewer Use Ordinance (the "Use Ordinance").

The Town Currently receives sanitary sewer service through the Ashwaubenon Creek Interceptor (the "Interceptor").

The Use Ordinance places the Addition within an area to be served by the Interceptor.

The Use Ordinance has been interpreted by entities not a party to this Agreement to require that if the Village provides sanitary sewer service to the Village Portion through the Interceptor the Village would be required to pay the cost for the entire capacity allocated to the Village in the Interceptor. The Village reserves its right to contest that interpretation.

The Village will not pay the entire allocated capacity costs at this time as much of the property to which the capacity is allocated is not developed and will not likely be soon developed or will not provide tax base to the Village to pay for the capacity.

New Water, has agreed that the sanitary wastewater flow originating from the Village Portion shall be considered part of Lawrence's allocated interceptor capacity by NEW Water, Lawrence, and Hobart so long as Lawrence is providing sewer service to the Service Area. NEW Water will allow Lawrence to use its existing sewer capacities in NEW Water interceptor sewers to convey waste water from Hobart to NEW Water's De Pere treatment plant. NEW Water will bill Lawrence for treatment of the waste water from Hobart. (See attached Exhibit A, A copy of the Agreement between NEW Water, the Town and the Village, which is incorporated herein and hereinafter referred to as the "Interceptor Fee Agreement").

Through the Interceptor Fee Agreement, NEW Water has agreed the provision of sewer services to the Village Portion, standing alone, will not, obligate Hobart to pay interceptor recovery charges or delayed interceptor recovery charges pursuant to §§ 5.20 and 5.25 of the Use Ordinance or interceptor charges under any other ordinance, rule, or claim.

The Town will provide sanitary sewer service at the Village's request to the Village Portion by allowing the Village to connect to the Town sanitary sewer system. The Village will be treated as a wholesale provider such that the residents of the Village Portion will be the customers of the Village and the Town would bill the Village by volume of use for the service. The Village shall own and maintain the sanitary sewer mains within the Village Portion, the Town shall own and maintain the connection point(s) and the sanitary sewers within the Town. The Village will pay connection fees as stated elsewhere in this agreement that take into consideration the number of customers served by the system and the capacity of the system to be used by the Village. It is the intent of the parties that the Developer will reimburse or directly pay the Town or Village for any costs incurred, including but not limited to professional services for the permitting, design, construction and inspection of improvements.

Water Service

The southern portion of the Village receives water through an agreement with the Village of Ashwaubenon however there are no water lines that are reasonably proximate to the Village Portion to provide a feasible source of potable water.

The Town receives water services through the Central Brown County Water Authority Water Purchase and Sale Agreement (the "Water Purchase Agreement" the Authority is hereafter "CBCWA") as a Charter Member/Customer.

The Village wants to provide water service to the Village Portion. The Town is willing to provide water service at the Village's request to the Village Portion as a wholesale provider such that the residents of the Village portion would remain the customers of the Village and that the Town would bill the Village by volume for the service. All maintenance and upkeep of the water mains serving the Village Portion will be the responsibility of the Village as their owner. All maintenance and upkeep of the water mains located within the Town Portion will be the responsibility of the Town as their owner. The Town shall own the connection point(s) between the two systems however the Village and Town shall equally share the cost of maintenance and repair of those connections. The Village will pay connection fees as stated elsewhere in this agreement that take into consideration the number of customers served by the system to be used by the Village. It is the intent of the parties that the Developer will directly pay for or reimburse the Town or Village for any costs incurred, including but not limited to professional services for the approval, permitting, design, construction and inspection of improvements.

The Water Purchase Agreement provides that a Charter Customer may sell water to an entity which is not a CBCWA customer if (1) the customer is provided with water pursuant to a written contract, and (2) CBCWA has consented to the sale of water in accordance with subsection 9.1.4 of that agreement.

Section 9.1.4 of the Water Purchase Agreement requires the submission of a request to the CBWCA board including (i) a map of the area proposed to be served, (ii) a list of the properties to be served, (iii) an estimate of current and future water usage for the area proposed to be served, and (iv) a copy of the written contract between the Charter Customer and the entity proposed to be served.

Wis. Stat § 196.49(1)(am) provides that before providing any utility service in a municipality, a public utility must obtain a certificate from the PSC authorizing it to provide the utility service to that municipality.

Any agreement for the provision of water service to the Village Portion by the Town will be subject to Wis. Stat § 196.49(1) and conditioned upon CBWCA approval, Nothing shall require the Village to proceed with this Agreement if the Village does not find the terms of the PSC permit acceptable under Wis. Stats. § 196.49 or CBCWA permit acceptable, except that the Developer shall be responsible to reimburse the cost of the Parties in obtaining a permit from the CBCWA and to obtain a wholesale permit form the PSC

Intergovernmental Agreement

Prior to expending effort to gain the approval of the CBCWA, PSC and any other organization with jurisdiction over the provision of services by the Town to territory within the Village, the Parties recognize the need for an agreement between themselves specifically defining the terms and conditions for the construction of the improvements and provision of services to the Village Portion and Town Portion.

As the Addition shall be subject to plat approval procedures, applicable subdivision provisions and other Town and Village ordinances and in light of the cross jurisdictional concerns, this Agreement is required between the Parties to address the construction of public improvements and the manner of collecting the construction costs as well as allocating and collecting taxes and assessments in the Addition.

Water services will be contingent upon permission of the CBWCA to provide service to the Village Portion through the system, by a wholesale service agreement in a form acceptable to the Parties. Approval of this Agreement and fees by the Wisconsin Public Service Commission in a form acceptable to the Parties shall also be required.

Sewer services will be contingent upon the execution of this Agreement.

This Agreement will set out the wholesale service agreements for sanitary sewer and water service for the Addition.

AGREEMENT

NOW THEREFORE, for the reasons and in consideration of the requirements and obligations stated in the Recitals, which are incorporated in this Agreement, the Parties, pursuant to Wis. Stat. § 66.0301, agree as follows:

PROVISION OF WHOLESALE SERVICES

The construction of Utility Services and provision of municipal services within the Additions shall be as provided in this section.

A. Plat Approval.

- Plat Presentation. Upon submission of the subdivision plat for the Addition, each Party shall, pursuant to Wis Stats. Ch. 236 and local ordinances, follow the subdivision and platting procedures for review and approval. In addition to those provisions the Parties will comply with the following:
 - a. The Parties acknowledge that § 21.63 (3) Brown County Municipal Code (BCMC) prohibits the subdivision of lots that cross municipal boundary lines ("Split Lots"). To address this

ordinance, the Developer shall submit to the Parties and Brown County a variance to § 21.63(3) BCMC as provided at § 21.81 BCMC. The terms of such variance request shall be subject to the approval of the Parties. Such variance in a form acceptable to the Parties, shall be a precondition to either Party's obligations under this Agreement and shall be obtained without cost to either Party. Any variance sought shall recognize and be in full compliance with the terms and conditions of this Agreement. Once obtained a copy of the Variance shall be appended hereto as Exhibit B.

- Final Plat approval shall be contingent upon the execution of this Agreement. No construction of subdivision improvements shall commence until both Parties provide written notice and consent to proceed.
- c. For purposes of subdivision approval and regulation within the Addition, the subdivision and zoning provisions of each municipality shall be applicable to all lots and improvements within the Addition based on the particular jurisdiction the unit is located in or in the case of Split Lots, the jurisdiction designated by this Agreement.
- d. Contemporaneous with and as a condition of the approval and filing of the Final Plat of the Addition, a memorandum of this Agreement shall be filed in the office of the register of deeds of Brown County.

B. Construction of Improvements.

- 1. Each Party shall determine the manner of constructing and covering the cost for the sanitary sewer and water mains within their jurisdiction and shall hold the other Party harmless for any cost or liability incurred as a result of the construction activities.
- The Parties shall direct their engineers and contractors to coordinate construction activities to minimize construction time and encourage efficient connections at jurisdictional borders. The Village shall be given notice and the right to inspect utility connections at the municipal borders within the subdivision.
- The Parties through their agents or contractors shall use the same construction standards and materials to allow for integration of the improvements. The street specifications for the Town shall be applicable to all infrastructure construction.

C. Tax and Assessment.

- 1. Tax and Special Assessment. The boundaries and lot lines shown in the final plat shall be used by the Parties to determine appropriate taxation and special assessments (if any). Each Party shall be responsible for its own tax and assessment levy and collection within its jurisdiction.
- 2. Split Lots. Where lots in the Addition plat are divided such that part of the lot is in the Village and part in the Town, the following rules shall apply:
 - a. Property Taxes shall be based on the pro-rata share of that portion of the lot within the jurisdiction of each of the municipalities. Each municipality shall assess the taxes, issue a tax bill and follow normal collection procedures based on the value of the pro-rata share of the lot within each municipality's jurisdiction. The parties recognize that the Wisconsin Department of Administration (DOA) will ultimately review the platting and assessment provisions of this Agreement. If there is any objection to the provisions by the DOA the parties will attempt to address them. If, after good faith effort, satisfactory agreement addressing the objections of the DOA cannot be reached, either party may withdraw from this agreement without penalty or recourse.
 - b. If special assessments are levied for improvements to the lots, the assessing entity shall distribute the cost to the benefited properties in such a manner as to allow for the proration of the costs based on the pro-rata share of the territory within the assessing jurisdiction.

B. Other Municipal Services.

- All garbage pickup within the Addition shall be done by and in accordance with the regulations and procedures of each jurisdiction.
- 2. All snow plowing within the Addition shall be done by and in accordance with the schedules, regulations and procedures of each jurisdiction.
- 3. The Hobart/Lawrence Police Department has jurisdiction in the Addition and shall enforce the laws of each respective municipality within their respective jurisdictions or in the case of Split Lots in accordance with the jurisdiction designated herein.

- C. Delivery of Wholesale Services. The Town will provide Utility Services to the Village Portion on a wholesale basis subject to the terms of this Agreement.
 - The Village shall apply to the Town for a connection permit to the Town's wastewater collection system in accordance with § 216-8 Lawrence Municipal Code (LMC) and water permit pursuant to § 286.28 LMC. The connection fees shall be \$2000.00 for wastewater treatment system per platted lot and \$475.00 for water system connection per platted lot. Connection fees are due at connection of each platted lot in the Village portion to the Utility systems upon issuance of Village building permit.
 - 2. The sanitary and water mains (and all other public improvements) constructed in Village jurisdiction shall remain the property of the Village upon completion of construction in accordance with the Final Plat. The Village shall be responsible for the cost and provision of all maintenance and repair of the Utility improvements within the Villages jurisdiction. If there is any issue with the provision of utility services at the connection point with Town improvements, the Town shall be responsible for maintenance and repair costs, provided that any maintenance and repair shall be subject to the advice and prior approval of the Village to the extent practicable.
 - 3. The Village shall bill and be responsible for Utility Services to the citizen residents of the Village Portion in the same manner as all its other customers located within the Village.
 - 4. The Town shall invoice the Village each quarter for sanitary and water services as follows:
 - a. The Town shall calculate the bill for water services based on the total amount of water used in the Village Portion as recorded by the meters located at each residence. The Village shall cooperate with the Town in obtaining the necessary data for billing. The cost of metered services shall be supplemented by water supply development charge and water supply capacity charges as provided by Chapter 286 LMC and any charges imposed by the CBCWA or Wisconsin Public Service Commission. The Town shall request a 25% upcharge for water services. The Village reserves its rights, if any, to contest such supplemental charges at the Villages sole cost and after paying all fees billed by the Town.
 - b. The Town shall calculate the bill for sanitary sewer services

based on the total amount of flow from the Village portion as recorded by meters located at each of the residences. The Village shall cooperate with the Town in obtaining the necessary data for billing. The fee for services shall be upcharged from charges to Town residents by 25% to reflect continued capacity use and capital costs.

- c. The Village shall pay all invoices within 30 days of issuance.
- 5. Storm Water. The Subdivision shall be served by an existing storm water detention pond in the Town. The Village shall pay a fee to Town based on the customary cost of such service to the like lots within the Town. The Addition shall be served by an existing storm water retention pond in the Town. The Village shall pay the Town, annually on or before March 1, commencing 2021, a storm water drainage fee for each platted and improved lot at a rate of \$11.00 per 1,000 square feet of impervious surface. The split lots included in the Village's jurisdiction shall be included in such payment. The split lots included in the Town's jurisdiction shall be subject to collection directly by the Town.

Split Lots.

- a. The jurisdiction for purposes of utility billing, zoning and law enforcement issues as referenced in this Agreement for any Split Lot shall be determined by which jurisdiction has the greatest area. Accordingly lots 154 and 179 shall be deemed the jurisdiction of the Village and lots 155, 181 and 182 shall be deemed within the jurisdiction of the Town. Each jurisdiction shall adopt an ordinance authorizing the exercise of authority provided in this paragraph. The communities shall work together to enact ordinances addressing the jurisdiction over split lots and shall submit those ordinances for review and approval to the DOA prior to local enactment.
- b. Billing shall not be prorated but shall be done as if the split lot is entirely within the retail vendor's jurisdiction.

II. PREREQUISITE AGREEMENTS AND APPROVALS

- A. The following documents in a form approved and executed by the Parties, shall be required as a Prerequisite to the Provision of Sanitary Sewer Service:
 - 1. As provided in the recitals, to avoid the imposition of interceptor fees on the Village, the Parties reached the agreement with NEW Water that is appended hereto as Exhibit A.

- A Town sanitary sewer connection permit in accordance with § 216-8 LMC. Upon issuance this permit shall be appended hereto as Exhibit C.
- B. The following documents in a form approved and executed by the Parties, shall be required as a prerequisite of the provision of water services:
 - 1. A permit to provide such services by the CBCWA. Upon issuance this permit shall be appended as Exhibit D.
 - 2. An order of the WPSC approving of the Town providing water to the Village and setting the rate for such services. Upon issuance this permit shall be appended as Exhibit E.
 - 3. A water permit(s) pursuant to § § 286-19 and 286-29 LMC as modified by this agreement. Upon issuance this permit(s) shall be appended as composite Exhibit F.
- C. Construction of Utility Service Improvements shall be contingent upon approval and filing of the final plat and this Agreement.

III. REPRESENTATIONS OF THE PARTIES.

The Parties hereby represent and warrant to the other Party as follows:

- A. All actions required of the Party to authorize it to enter into this Agreement have been duly taken;
- B. The persons who are executing this Agreement on behalf of the Party has been duly authorized to do so by all necessary municipal action; and
- C. Entering into this Agreement will not violate any agreement by which the Party is bound.

IV. DEFAULT.

- A. <u>Cure Period</u>. An event of default is any failure by either Party to perform or observe any and all covenants, conditions, obligations, or agreements on its part to be observed or performed when and as required under this Agreement, within 30 days after written notice to the Party of such failure; provided, however, that if an event is not financial and cannot reasonably be cured within 30 days, and the Party commences to cure such matter within the 30 day period and thereafter reasonably and continuously takes action to complete such cure, then the event will not be an event of default.
- B. Remedies. If a Party's default hereunder is not cured within 30 days after written notice thereof, the non-defaulting Party shall have all rights and remedies available under law or equity with respect to said default. In

addition, and without limitation, the non-defaulting Party shall have the following specific rights and remedies:

- 1. <u>Injunctive relief;</u>
- 2. Action for specific performance;
- C. <u>Reimbursement</u>. Any amounts expended by the non-defaulting Party enforcing this Agreement, including reasonable attorney's fees, and any amounts expended by the Village in curing a default, together with interest at the legal rate, shall be paid by defaulting Party upon demand
 - 1. Remedies are Cumulative. The remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other remedies.
 - 2. <u>Failure to Enforce Not a Waiver</u>. Failure of the Village to enforce any provision contained herein shall not be deemed a waiver of the Village's rights to enforce such provision or any other provision in the event of a subsequent default.
- D. <u>Delay in Exercise of Rights Not Waiver</u>. No delay or omission to exercise any right or power accruing to a Party upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- E. Written Waiver Required. If this Agreement is breached and such breach is expressly waived in writing by the non-defaulting Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. The non-defaulting Party's acquiescence in enforcing any portion of this Agreement shall not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this Agreement must be expressed and in writing.
- F. Compensation for Costs of Breach. Whenever any event of default occurs due to the actions or inaction and the non-defaulting Party employs attorneys and/or incurs other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting Party, the defaulting Party shall, on demand thereof, pay to the non-defaulting Party the reasonable fees of such attorneys and such other reasonable expenses incurred by the non-defaulting Party.
- V. INDEMNIFICATION.

- A. Indemnification by Village. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or any documents incorporated herein by reference, the Village for itself, its owners, officers, members, employees, contractors and agents (each an "Village Indemnifying Party," and together, the "Village Indemnifying Parties"), shall indemnify, hold harmless and defend the Town, its board members, directors, officers, employees, contractors, agents, insurers and attorneys (each a "Town Indemnified Party," and, together, the "Town Indemnified Parties") from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, , and the like (but excluding attorney's fees) to whomsoever owed and by whomsoever and whenever brought or obtained, that may in any manner result from, relate to, or arise in the course of, any act or failure to act by Village in connection with its obligations under this Agreement.
- B. <u>Indemnification by Town.</u> In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or any documents incorporated herein by reference, the Town, for itself, its owners, officers, members, employees, contractors and agents (each an "Town Indemnifying Party," and together, the "Town Indemnifying Parties"), shall indemnify, hold harmless and defend the Village, its owners, officers, members, employees, contractors and agents insurers and attorneys (each a "Village Indemnified Party," and, together, the "Village Indemnified Parties") from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, and the like (but excluding attorneys fees) to whomsoever owed and by whomsoever and whenever brought or obtained, that may in any manner result from, relate to, or arise in the course of, any act or failure to act by Town in connection with its obligations under this Agreement.
- C. Third Party Claim. In the case of claims made by a third party (a "Third Party Claim") with respect to which indemnification is sought, the Indemnified Party, whether a Village Indemnified Party or a Town Indemnified Party, shall give prompt notice to any Indemnifying Party of any such Third Party Claim made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay materially prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.

- D, Assumption of Defense. The Indemnifying Party shall have the right, unless (i) the Indemnifying Party(ies) is also a party to such Third Party Claim and the Indemnified Party determines that joint representation would be inappropriate, or (ii) the Indemnifying Party(ies) fails to provide reasonable assurance to the Indemnified Party of the Indemnifying Party's financial capacity to defend such Third Party Claim and provide indemnification with respect to such Third Party Claim, by notice to the Indemnified Party given not later than ten (10) days after receipt of the notice to assume the control of the defense, compromise or settlement of the Third Party Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Party(ies) acknowledges in writing its obligation to (i) not settle any Third Party Claim where such settlement of the Third Party Claim would have a material adverse effect on the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld and (ii) indemnify the Indemnified Party in accordance with the terms contained in this section in respect of the Third Party Claim.
 - E. Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by the Indemnifying Party(ies) as set out in subsection D above, the Indemnifying Party(ies) shall diligently proceed with the defense, compromise or settlement of the Third Party Claim at its or their sole expense, including if necessary, employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Party(ies) with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party(ies) all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party(ies) are reasonably necessary to enable the Indemnifying Party(ies) to conduct such defense. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defense of any Third Party Claim at its own expense. The Indemnified Party shall not settle any Third Party Claim without the prior written consent of the Indemnifying Party(ies), such consent not to be unreasonably withheld.
 - F. Failure of Indemnifying Party to Assume Defense. If the Indemnifying Party(ies) does not assume control of a Third Party Claim as permitted in subsection D above, the Indemnified Party shall be entitled to defend and make such settlement of the Third Party Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Third Party Claim shall be binding upon the Indemnifying Party(ies). If the Indemnifying Party(ies) does not assume control of the a Third Party Claim, the Indemnified Party shall also be entitled to recover from the Indemnifying Party(ies) all attorney fees incurred by the Indemnified Party in defending the Third Party Claim.
- VI. MISCELLANEOUS PROVISIONS.

- A. <u>Financial Interest Prohibited</u>. No member of either governing body or other official of either Party shall have any financial interest, direct or indirect, in this Agreement, or any contract, agreement, or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other such official participate in any decision relating to this Agreement which affects his/her personal interest or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested. No member, official, or employee of either Party shall be personally liable in the event of any default or breach on any obligation of a Party under this Agreement.
- B. <u>Incorporation of Attachments</u>. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- C. <u>Time of the Essence</u>. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.
- D. <u>Headings</u>. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- E. <u>Delivery of Notices</u>. Any notice required hereunder shall be given in writing, signed by the Party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the Parties' respective addresses as follows:
 - To the Village:
 Village of Hobart Attention: Village Administrator,
 2090 S. Pine Tree Rd.
 Hobart, WI 54155
 - To the Town:
 Town of Lawrence Attention: Town Administrator
 2400 Shady Ct
 De Pere WI, 54115

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to affect such delivery.

F. <u>Entire Agreement</u>. This Agreement and all other documents and agreements expressly referred to herein contain the entire agreement between the Town and the Village with respect to the matters set forth

- herein. This Agreement may be modified only by a writing signed by all Parties.
- G. <u>Law Applicable</u>. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.
- H. <u>Originals and Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- I. <u>Change to Agreement</u>. This Agreement may not be changed orally but only by agreement by the Parties in writing signed by the appropriate representatives of each Party and with the actual authority of each Party.
- J. <u>No Partnership</u>. This Agreement specifically does not create any partnership or joint venture between the Parties, or render any Party liable for any debts or obligations of the other Party.
- K. <u>Agreement Binding</u>. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, successors, and assigns.
- L. <u>Severance</u>. If one portion of this Agreement, or the application of this Agreement to any extent is deemed invalid or unenforceable by a court of competent jurisdiction, then (unless in the judgment of the Party adversely effected thereby such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into the Agreement) the remainder of this Agreement or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.
- M. <u>Third Parties</u>. This Agreement is made for the exclusive benefit of the Parties hereto and is not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party.
- N. <u>Neutral Construction</u>. This Agreement is the result of a negotiated agreement by Parties and that prior to the execution of this Agreement each Party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement shall be construed more strictly for or against either Party because that Party's attorney drafted this Agreement or any portion thereof or attachment hereto.
- O. <u>Survival and Nonmerger</u>. Any provision of this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have been terminate, but shall survive unless expressly waived in writing, and shall be in full force and effect until performed.

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Date	ed this day of 2020	Dated	d this, 2	2020
TOV	VN OF LAWRENCE		VILLAGE OF HOBART	
Ву:	Dr. Jany St. Libello Dr. Lanny Tibaldo, Town Chairperson	Ву:	Rich Heidel, Village President	·····
Ву:	Patrick Wetzel, Town Administrator	Ву:	Aaron Kramer, Village Administ	rato
Ву:	Cindy Kocken Town Clerk-Treasurer	Ву:	Erica Berger, Interim Village Clerk-Treasurer	



TO: Village Board

FROM: Aaron Kramer, Village Administrator **RE:** Security Upgrade Project – Phase One

DATE: July 7th 2020

BACKGROUND

Earlier this year, the Board approved the spending of up to \$69,000 from the 2019 budget surplus (\$273,770) to make safety improvements to the Village Office to address security concerns, related to, but limited to, the Coronavirus situation.

PROPOSAL - PHASE ONE

This first phase of the safety improvements would involve a number of Village buildings. It would encompass replacing the current entry system with a touchscreen alarm system, that will also allow for photographing of each individual who arms and disarms the system. Part of the improvements would be installed with the remodeling of the front half of the Village Office

BUILDING		EST. COST
Village Office		\$8,637.05
Fire Station One		\$2,294.75
Fire Station Two		\$2,294.75
Public Works Building		<u>\$2,294.75</u>
•	TOTAL	\$15,521.30

The specifics of the proposals for each building are included with this memo. Chief Bani will be present the Board meeting to discuss the specifics.

PHASE TWO

Staff is continuing to work on the proposed changes to the Village Office and will present those at a later date.

RECOMMENDED MOTION

To approve the first phase of the Village Safety Initiative for \$15,521.30 with the funds to come from the 2019 Budget Surplus allocation.

642 Main Street Neenah, WI 54956

Estimate

Date	Estimate #
6/29/2020	4108

Name / Address	1
Town of Lawrence/Village of Hobart Chief Randy Bani 2990 S Pine Tree Rd. Hobart, WI 54155	

	•		Project
Description	Qty	Rate	Total
Electronic Door Control for Hobart Office Building. Upgraded Touchscreen alarm system with Alarm.com at Hobart office building.			
Paxton two door kit with readers and software- One controller and reader per door. Will support remote opening and closing with Paxton connect app, and scheduled open and close times.	1	1,659.90	1,659.90T
Paxton single door kit with readers.	1	960.75	960.75T
Paxton single door activationOne per door, one time cost. Allows control with HID keyfobs compatible at town of Lawrence building.	1	15.00	15.00T
Door release button-Front desk release to open door for guest.	1	22.00	22,00T
HES 8000C electronic door strikes	3	182.00	546.00T
Cable and connectors	$\frac{1}{2}$	150.00	150.00T
Door sensors Request to exit sensors	3 3	12.00 90.00	36,00T
Installation complete	3	3,850.00	270,00T
instantation complete		3,630.00	3,850.00T
Upgraded Alarm System with Touchscreen system and Alarm.com service			•
Qolsys Touchscreen system with Alarm.com communicator. Will capture picture of individual arming and disarming. Allows arming and disarming with Alarm.com app.	1	499,00	499,00T
Qolsys zone input module	1	89.00	89.007
24 Hour UL Monitoring with Alarm.com service per month	12	44.95	539.407
Five year warranty on Paxton system and one year warranty on new alarm system. One year parts and labor warranty Keyfob quantity to be determined. Cost \$6 each			
Reviou quantity to be determined. Cost to each			
Terms 50% down with remainder due upon completion.			
Proposal Acceptance: Date:			
Two week lead time from proposal acceptance.		0.00	0.00
		 Total	
		· Jui	\$8,637.05

642 Main Street Neenah, WI 54956

Estimate

Date	Estimate #	
6/29/2020	4109	

Name / Address

Town of Lawrence/Village of Hobart
Chief Randy Bani
2990 S Pine Tree Rd.
Hobart, WI 54155

			Project
		·	
Description	Qty	Rate	Total
Electronic Door Control for Hobart Fire Station 1			
Paxton single door kit with reader, software, and usb enrollment reader. Paxton single door activationOne per door, one time cost. Allows	1	960.75 15.00	960,75T 15.00T
control with HID keyfobs compatible at town of Lawrence building. HES 8000C electronic door strikes	1	182.00	182.00T
Cable and connectors	1	100.00	100,00T
Door sensors	1	12.00	12.00T
Request to exit sensors Installation complete	1	90.00 935.00	90.00T 935.00T
Five year warranty on Paxton system and one year labor warranty Keyfob quantity to be determined. Cost \$6 each Terms 50% down with remainder due upon completion. Proposal Acceptance: Date: Two week lead time from proposal acceptance.		0,00	0.00
	,	Total	\$2,294.75

642 Main Street Neenah, WI 54956

Estimate

Date	Estimate #		
6/29/2020	4110		

Name / Address Town of Lawrence/Village of Hobart Chief Randy Bani 2990 S Pine Tree Rd. Hobart, WI 54155

			Project
Description	Qty	Rate	Total
Electronic Door Control for Hobart Fire Station 2			
Paxton single door kit with reader, software, and usb enrollment reader. Paxton single door activationOne per door, one time cost. Allows control with HID keyfobs compatible at town of Lawrence building. HES 8000C electronic door strikes Cable and connectors Door sensors Request to exit sensors	1 1 1 1	960.75 15.00 182.00 100.00 12.00 90.00	960.75T 15.00T 182.00T 100.00T 12,00T
Installation complete	1	935.00	90.00T 935.00T
Five year warranty on Paxton system and one year labor warranty Keyfob quantity to be determined. Cost \$6 each Terms 50% down with remainder due upon completion. Proposal Acceptance: Date: Two week lead time from proposal acceptance.		0.00	0.00
		Total	\$2,294.75

642 Main Street Neenah, WI 54956

Estimate

Date	Estimate #
6/29/2020	4111

Name / Address Town of Lawrence/Village of Hobart Chief Randy Bani 2990 S Pine Tree Rd. Hobart, WI 54155

			Project
Description	Qty	Rate	Total
Electronic Door Control for Hobart Public Works Building			
Paxton single door kit with reader, software, and usb enrollment reader.	1	960.75	960.75T
Paxton single door activationOne per door, one time cost. Allows control with HID keyfobs compatible at town of Lawrence building.	1	15,00	15.00T
HES 8000C electronic door strikes	1	182.00	182.00T
Cable and connectors Door sensors	1	100,00	100.00T
Request to exit sensors	1	12,00 90.00	12,00T 90,00T
Installation complete	1	935.00	90.001 935.00T
Five year warranty on Paxton system and one year labor warranty Keyfob quantity to be determined. Cost \$6 each Terms 50% down with remainder due upon completion.			
Proposal Acceptance: Date:			
Two week lead time from proposal acceptance.		0.00	0.00
			<u> </u>
		Total	
		i Ulai	\$2,294,75