

Town of Lawrence, Regular Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, January 12, 2026, at 6:00 P.M.

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public Comments upon matters not on agenda or other announcements
6. Consider minutes of December 22, 2025 Town Board Meeting
7. Consideration of payment of due invoices
8. Consideration of Resolution 2026-001 State Trust Fund Loan - Financing of new Infrastructure for Rock Ridge Subdivision
9. Consideration of 2026 Brown County Intergovernmental Agreement for Election Tabulation Equipment
10. Consideration of Fire Department SCBA Air Fill Replacement for Vehicle
11. Consideration of Police Department Strategic Planning Presentation
12. Administrator/Staff Reports
13. Future Agenda Items
14. **Closed Session:** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: TIF Development and Potential Agreement Amendment negotiation discussions*)
15. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats.
16. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on January 9, 2026:

☒ *Town Hall, 2400 Shady Ct.*

☒ *Posted to the Town Website and Notice to News Media*

NOTE: Any person wishing to attend this meeting who, because of disability requires special accommodations, should contact Town Clerk-Treasurer Cindy Kocken, at 920-347-3719 at least 2 business days in advance so that arrangements can be made.

Town of Lawrence
Proceedings of the Regular Town Board Meeting
Town Hall, 2400 Shady Court, De Pere WI
Monday, December 22, 2025

1. Call to Order

The meeting was called to order by Chairman Tibaldo at 6:00p.m.

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

Supervisors: Bill Bain, Kevin Brienens, Kari Vannieuwenhoven, Lori Frigo

Others in Attendance: Patrick Wetzel , Administrator; Cindy Kocken, Clerk-Treasurer; Scott Beining, Building Inspector/Zoning Administrator; Kurt Minten, Public Works Director; Luke Pasterski, Fire Chief; Ron Cody, Assistant Fire Chief; Jon Cameron, Ehlers

Excused: Michael Renkas

3. Pledge of Allegiance

4. Approve Agenda

Supervisor Brienens made the motion to approve the agenda as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

5. Public Comments upon matters not on agenda or other announcements:

Rick Van Lanen, Brown County Board of Supervisor, District 22 introduced himself and looks forward to working together with the town.

6. Consideration of minutes of December 8, 2025 Town Board Meeting:

Supervisor Bain made the motion to approve the minutes of the Town Board meeting on December 8, 2025 as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices:

Supervisor Bain made the motion to approve the payment of due invoices as presented. Supervisor Brienens seconded the motion. The motion carried unanimously.

8. Swearing in of new Town of Lawrence Fire Chief, Ronald Cody:

Clerk, Cindy Kocken swore in Ron Cody as the new Lawrence Fire Chief.

9. Recognition of Retiring Fire Chief, Luke Pasterski:

Presentation recognizing retiring Lawrence Fire Chief, Luke Pasterski.

10. Consideration of Resolution 2025-017 Providing for the Sale of Approximately \$5,890,000 General Obligation Promissory Notes, Series 2026A – (Assisted by Ehlers / Quarles & Brady):

Jon Cameron, Ehlers reviewed the resolution for sale of promissory notes to move forward.

Supervisor Bain made the motion to approve Resolution 2025-017 Providing for the Sale of Approximately \$5,890,000 General Obligation Promissory Notes, Series 2026A – (Assisted by Ehlers / Quarles & Brady) as presented. Supervisor Brienens seconded the motion. Roll call vote: Supervisor Bain, aye; Supervisor Brienens, aye; Supervisor Frigo, aye; Supervisor Vannieuwenhoven, aye; Chairman Tibaldo, aye. The motion carried unanimously.

11. Review of Recommendations and Reports from Planning & Zoning Board:

a. Consideration of Sign Review for Sports Emporium at 2276 Lawrence Parkway, Parcel L-2281 by Graphic House:

Supervisor Bain made the motion to approve the sign for Sports Emporium at 2276 Lawrence Parkway, Parcel L-2281 by Graphic House as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

b. Consideration of Site Plan Review for Sports Emporium HVAC equipment at 2276 Lawrence Parkway, Parcel L-2281 by Rodac, LLC:

Supervisor Frigo made the motion to approve the site plan for Sports Emporium HVAC equipment at 2276 Lawrence Parkway, Parcel L-2281 by Rodac, LLC as presented with the condition of maintaining ADA access on sidewalks and no use of chain link fence.

Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

c. Consideration of Sign Review for Commercial Building at 1711 Scheuring Road, Parcel L-272-2 by Jones Sign:

Supervisor Bain made the motion to approve the sign for commercial building at 1711 Scheuring Road, Parcel L-272-2 by Jones Sign as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

d. Consideration of Final Plat Review on Parcels L-18-, L-19, L-20, L-20-1, L-21-1, L-22, L-22-1, L-401-1 by Lawrence Town Center Development LLC:

Review of Final Plat presented by Lawrence Town Center Development LLC. No action taken.

e. Consideration to set a public hearing date for Ordinance Amendment 300-20 Maintenance of Residential Lots in R-1, R-2, R-3, and ER Districts:

Supervisor Vannieuwenhoven made the motion to set the public hearing date to January 12, 2026, for Ordinance Amendment 300-20 Maintenance of Residential Lots in R-1, R-2, R-3, and ER Districts as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

12. Consideration of Resolution 2025-018 Amend Building Permit and Miscellaneous Fee Schedules:

Supervisor Frigo made the motion to approve Resolution 2025-018 Amend Building Permit and Miscellaneous Fee Schedules as presented. Supervisor Bain seconded the motion. Roll call vote: Supervisor Bain, aye; Supervisor Brienens, aye; Supervisor Frigo, aye; Supervisor Vannieuwenhoven, aye; Chairman Tibaldo, aye. The motion carried unanimously.

13. Consideration of Proposals for New Server, Computers and Caselle Cloud Upgrade:

Supervisor Brienens made the motion to approve the proposals from AIT for the purchase of new server, computers and Caselle Cloud upgrade as presented.

Supervisor Bain seconded the motion. The motion carried unanimously.

14. Consideration of Pay Request #1 – Final – Water Tower Repainting – LC United Painting - \$297,420:

As a result of the water tower painting, a neighboring property informed us that they have experienced damage to their property/vehicles due to the over spray of the painting project.

Supervisor Bain made the motion to hold payment for Pay Request #1 – Final Water Tower Repainting – LC United Painting until Town receives a release from both parties, motion modified that we don't approve payment until outstanding litigation between the private parties is settled. Supervisor Frigo seconded the motion. The motion carried unanimously.

15. Consideration of Pay Request #2 – TID #3 Deep Sewer – PTS Contractors, Inc. - \$143,300.85:

Supervisor Bain made the motion to approve Pay Request #2 for TID #3 Deep Sewer to PTS Contractors, Inc. in the amount of \$143,300.85 as presented. Supervisor Brienens seconded the motion. The motion carried unanimously.

16. **Consideration of Pay Request #4 - Final – 2025 Town Road Improvements – MCC, Inc - \$42,382.36:**
Supervisor Brienens made a motion to approve Pay Request #4 - Final for 2025 Town Road Improvements to MCC, Inc in the amount of \$42,382.36 as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
17. **Consideration of Pay Request #6 – Final – LE-2 Building Improvements – Rohde Bros. - \$5,792.50:**
Supervisor Bain made the motion to approve Pay Request #6 – Final for LE-2 Building Improvements to Rhode Bros. in the amount of \$5,792.50 as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.
18. **Consideration of Proposal for New Fire Department Extrication Tools/Equipment:**
Supervisor Bain made the motion to approve the purchase of new Fire Department Extrication Tools/Equipment as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
19. **Administrator/Staff Reports**
Staff reports were given.
20. **Future Agenda Items:**
 - a. Public Hearing January 12, 2026 to Amend Zoning Ordinance 300-20
21. **Closed Session:** Supervisor Frigo made a motion to go into closed session at 8:04 p.m. Pursuant to Ch. 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (2026 Wages). Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Bain, aye; Supervisor Brienens, aye; Supervisor Frigo, aye; Supervisor Vannieuwenhoven, aye; Chairman Tibaldo, aye. The motion carried unanimously.
22. **Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats.:**
Supervisor Frigo made the motion at 9:15 p.m. to return to regular open session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
 - a. Supervisor Frigo made a motion to approve 2026 wage plan as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
23. **Adjourn:**
Supervisor Frigo made the motion at 9:16 p.m. to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer

Report Criteria:

Detail report.
Invoices with totals above \$.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	63948	IT Services	12/31/2025	1,134.25	.00		
869	AIT Business Technologies, LLC	64456	Microsoft Office-Anti Virus	01/01/2026	607.80	.00		
869	AIT Business Technologies, LLC	64457	Server Backup	01/01/2026	199.99	.00		
869	AIT Business Technologies, LLC	64458	IT Services	01/01/2026	779.99	.00		
869	AIT Business Technologies, LLC	64459	Telephone Service	01/01/2026	150.00	.00		
869	AIT Business Technologies, LLC	64459	Water Telephone	01/01/2026	75.00	.00		
869	AIT Business Technologies, LLC	64459	Sewer Telephone	01/01/2026	75.00	.00		
869	AIT Business Technologies, LLC	FT-2285	SCADA line	01/02/2026	81.36	.00		
869	AIT Business Technologies, LLC	FT-2285	Fax Line	01/02/2026	12.31	.00		
Total AIT Business Technologies, LLC:					3,115.70	.00		
Associated Appraisal Consultants, Inc								
31	Associated Appraisal Consultants,	184107	Town Assessor	01/01/2026	1,517.90	.00		
Total Associated Appraisal Consultants, Inc:					1,517.90	.00		
Badger Meter, Inc								
37	Badger Meter, Inc	80223091	Services	12/24/2025	525.69	.00		
Total Badger Meter, Inc:					525.69	.00		
Barrier Security Systems								
916	Barrier Security Systems	9650	Camera Repair	01/02/2026	380.00	.00		
Total Barrier Security Systems:					380.00	.00		
Bergstrom Ford of Green Bay								
1152	Bergstrom Ford of Green Bay	943160	FD Chief Vehicle	12/17/2025	74.45	.00		
Total Bergstrom Ford of Green Bay:					74.45	.00		
Best Built Inc.								
50	Best Built Inc.	25-06-0015	Contractor Deposit Refund-3006-	01/08/2026	1,000.00	.00		
Total Best Built Inc.:					1,000.00	.00		
Brown County Highway Department								
67	Brown County Highway Departme	2025-0000007	EE-20 RAB - November	11/30/2025	16,581.96	.00		
Total Brown County Highway Department:					16,581.96	.00		
Central Brown County Water Authority								
93	Central Brown County Water Auth	3634	December Water Billing	12/31/2025	42,908.31	.00		
Total Central Brown County Water Authority:					42,908.31	.00		
Charter Communications								
1150	Charter Communications	230431701010	January FiberServices	01/01/2026	719.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Charter Communications:					719.00	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9011166509	Water Testing	12/18/2025	96.00	.00		
102	Clean Water Testing LLC	9011182627	Water Testing	12/23/2025	96.00	.00		
Total Clean Water Testing LLC:					192.00	.00		
Clifton Larson Allen LLP								
887	Clifton Larson Allen LLP	4806050000	Auditing	12/31/2025	157.50	.00		
887	Clifton Larson Allen LLP	4806050000	Auditing	12/31/2025	78.75	.00		
887	Clifton Larson Allen LLP	4806050000	Auditing	12/31/2025	78.75	.00		
Total Clifton Larson Allen LLP:					315.00	.00		
Compass Minerals America								
509	Compass Minerals America	1595338	Salt	12/31/2025	9,244.15	.00		
509	Compass Minerals America	1595745	Salt	12/31/2025	9,147.86	.00		
Total Compass Minerals America:					18,392.01	.00		
Country Visions Cooperative								
106	Country Visions Cooperative	710956	Fuel- Public Works	12/29/2025	591.47	.00		
Total Country Visions Cooperative:					591.47	.00		
Diggers Hotline								
125	Diggers Hotline	251 2 19551	WF-Locate Service	12/31/2025	49.50	.00		
125	Diggers Hotline	251 2 19551	SF-Locate Service	12/31/2025	49.50	.00		
Total Diggers Hotline:					99.00	.00		
Emergency Services Marketing Corp Inc								
145	Emergency Services Marketing C	INV14661	Fire Dept Software	12/24/2025	520.00	.00		
Total Emergency Services Marketing Corp Inc:					520.00	.00		
ESRI								
148	ESRI	900166213	GIS Software Support	12/30/2025	290.00	.00		
148	ESRI	900166213	GIS Software Support	12/30/2025	290.00	.00		
148	ESRI	900166213	GIS Software Support	12/30/2025	290.00	.00		
148	ESRI	900166213	GIS Software Support	12/30/2025	290.00	.00		
Total ESRI:					1,160.00	.00		
Fisher Concrete Sawing, Inc								
972	Fisher Concrete Sawing, Inc	I2025-12-08	Salt Shed	12/15/2025	150.00	.00		
Total Fisher Concrete Sawing, Inc:					150.00	.00		
Fox-Wolf Watershed Authority								
1098	Fox-Wolf Watershed Authority	121925	2025 Membership	12/19/2025	1,370.00	.00		
Total Fox-Wolf Watershed Authority:					1,370.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Glenn's 24Hr Towing Inc								
1269	Glenn's 24Hr Towing Inc	26-67331	Snow Plow Tow	12/29/2025	830.00	.00		
Total Glenn's 24Hr Towing Inc:					830.00	.00		
Harter's Fox Valley Disposal								
1211	Harter's Fox Valley Disposal	1604031	Trash Services	12/31/2025	17,128.70	.00		
1211	Harter's Fox Valley Disposal	1604031	Recycle Services	12/31/2025	9,928.10	.00		
Total Harter's Fox Valley Disposal:					27,056.80	.00		
Kimps Aces Hardware								
1245	Kimps Aces Hardware	1593	Keys	12/30/2025	4.99	.00		
Total Kimps Aces Hardware:					4.99	.00		
Kocken, Cindy								
829	Kocken, Cindy	123125	Mileage Reimbursement	12/31/2025	458.78	.00		
Total Kocken, Cindy:					458.78	.00		
Mail Haus, Inc								
410	Mail Haus, Inc	0187228	Water Billing- Water Fund	12/24/2025	698.20	.00		
410	Mail Haus, Inc	0187228	Water Billing-Sewer Fund	12/24/2025	698.20	.00		
Total Mail Haus, Inc:					1,396.40	.00		
McMahon Associates, Inc.								
285	McMahon Associates, Inc.	00941776	Storm Pond Services	12/19/2025	5,086.53	.00		
Total McMahon Associates, Inc.:					5,086.53	.00		
Meacham Development								
599	Meacham Development	25-04-0017	Contractor Deposit Refund-3019	01/06/2026	1,000.00	.00		
599	Meacham Development	25-04-0018	Contractor Deposit Refund-3023	01/06/2026	1,000.00	.00		
Total Meacham Development:					2,000.00	.00		
Menards Inc								
286	Menards Inc	56222	Fire Department Supplies	12/29/2025	69.96	.00		
286	Menards Inc	56481	Park repairs	01/06/2026	136.23	.00		
Total Menards Inc:					206.19	.00		
Pro One Janitorial Inc								
342	Pro One Janitorial Inc	230801	Monthly cleaning - January	12/20/2025	443.57	.00		
Total Pro One Janitorial Inc:					443.57	.00		
QS1, INC								
1088	QS1, INC	1648	Truck #1	01/07/2026	834.05	.00		
Total QS1, INC:					834.05	.00		
Rennert's Fire Equipment Servi, Inc								
360	Rennert's Fire Equipment Servi, In	5370	Fire Truck Maintenance	12/23/2025	340.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Rennert's Fire Equipment Servi, Inc:					340.00	.00		
Rent-A-Flash of WI Inc								
361	Rent-A-Flash of WI Inc	98886	Signs	12/18/2025	53.00	.00		
Total Rent-A-Flash of WI Inc:					53.00	.00		
Roland Machinery Co.								
370	Roland Machinery Co.	41147992	Equipment Repairs-Snowplow	12/19/2025	1,089.29	.00		
Total Roland Machinery Co.:					1,089.29	.00		
Ruechel, Brian C.								
1012	Ruechel, Brian C.	123125	Financial Consultant	12/23/2025	600.00	.00		
Total Ruechel, Brian C.:					600.00	.00		
Securian Financial Group, Inc								
944	Securian Financial Group, Inc	002832L-0226	Life Insurance	01/09/2026	376.02	.00		
Total Securian Financial Group, Inc:					376.02	.00		
Tibaldo, Lanny J.								
262	Tibaldo, Lanny J.	123125	Mileage Reimbursement	12/31/2025	114.24	.00		
Total Tibaldo, Lanny J.:					114.24	.00		
Truck Equipment Inc.								
429	Truck Equipment Inc.	1175813-00	Truck #1	12/16/2025	860.50	.00		
429	Truck Equipment Inc.	1179208-00	Truck #1	01/05/2026	585.10	.00		
Total Truck Equipment Inc.:					1,445.60	.00		
VanCamp, Jeremy & Heidi								
876	VanCamp, Jeremy & Heidi	25-12-0008	Building Permit Overpayment	12/31/2025	150.00	.00		
Total VanCamp, Jeremy & Heidi:					150.00	.00		
VandeVoort, Tim								
1270	VandeVoort, Tim	122925	POWTS refund	12/29/2025	16.00	.00		
Total VandeVoort, Tim:					16.00	.00		
Village of Ashwaubenon								
448	Village of Ashwaubenon	11274	4th Qtr Water Usage	12/31/2025	113.36	.00		
Total Village of Ashwaubenon:					113.36	.00		
Village of Howard								
451	Village of Howard	13597	C.A.R.T. - November	01/05/2026	74.60	.00		
Total Village of Howard:					74.60	.00		
Weyers Equipment Inc								
460	Weyers Equipment Inc	01-252063	Ditch Mower Repair	12/19/2025	343.92	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Weyers Equipment Inc:					343.92	.00		
Grand Totals:					132,645.83	.00		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.

<u>Transaction Company</u>	<u>Transaction Name</u>	<u>Total</u>	<u>Credit Card Used</u>
Staples	Office Supplies	\$ 211.07	Cindy
WMCA	Kocken-District Meeting	\$ 30.00	Cindy
WMCA	Hongisto-District Meeting	\$ 30.00	Cindy
Cellcom	Cell Phones	\$ 676.30	Cindy
Amazon	Office Supplies	\$ 47.74	Cindy
Amazon	FD Supplies	\$ 269.99	Cindy
WMCA	Kocken-Membership	\$ 65.00	Cindy
Adobe	Adobe Subscription	\$ 63.25	Cindy
Spectrum	Meter Station Phone	\$ 40.00	Cindy
Amazon	FD Supplies	\$ 46.72	Cindy
Staples	FD Supplies	\$ 6.24	Cindy
Amazon	FD Supplies	\$ 139.98	Cindy
Staples	Office Supplies	\$ 13.58	Cindy
Sams Club	Office Supplies	\$ 181.89	Cindy
Spectrum	Meter Station Phone	\$ 114.99	Colin
Urban Battlefield	FD Training	\$ 315.00	Patrick
Zoom	Virtual Meeting	\$ 16.87	Luke
NWTC	FD Test-Cody	\$ 80.00	Luke
PY Logos & Promos	FD Uniforms	\$ 169.00	Luke
Get Sling		\$ 62.00	Luke
NWTC	FD Test-Wagner	\$ 80.00	Luke
Mack's Pub		\$ 165.06	Luke
Police & Sherriff	FD ID cards	\$ 200.00	Luke
FSP Wisconsin	FD	\$ 110.00	Luke
NWTC	FD Training	\$ 137.95	Ron
WI Office of Rural	FD Training	\$ 45.00	Ron
Connections Housing	FD Training	\$ 8.00	Ron
Connections Housing	FD Training	\$ 8.00	Ron
FDIC JEMS	FD Training	\$ 1,989.00	Ron

\$ 5,322.63



Agenda Item Review

Meeting Date: January 12, 2026

Agenda Item#: 8

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: Consider Res. 2026-001 - State Trust Fund Loan App – Rock Ridge Subdivision

FISCAL IMPACT:

- | | |
|------------------------------|---|
| 1. Is there A Fiscal Impact? | Yes |
| 2. Is it Currently Budgeted? | Yes, capital projects and subdivision financing |

Item History:

As part of financing the Rock Ridge subdivision for 2026 construction, we are applying for state trust fund loan funding in order to help us finance the costs associated with the contract for Carl Bowers & Sons Construction. The loan is intended to be repaid mainly through special assessments on new single family lots to be sold in the subdivision, along with special assessments/TID 1 funds for Beck Way/Tigerwood infrastructure adjacent to the subdivision.

Recommended Action:

Recommend approval of Resolution 2025-001 State Trust Fund Loan financing the infrastructure for Rock Ridge Subdivision contract for \$2,790,500.

Rev. 04/2012

**STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943**

**APPLICATION FOR STATE TRUST FUND LOAN
TOWN - 20 YEAR MAXIMUM
Chapter 24 Wisconsin Statutes**

TOWN OF LAWRENCE

Date sent: December 30, 2025

Received and filed in Madison, Wisconsin:

ID # 05606239

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned town board of supervisors of the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Two Million Seven Hundred Ninety Thousand Five Hundred And 00/100 Dollars (\$2,790,500.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing new infrastructure for Rock Ridge Subdivision**.

The loan is to be continued for a term of **10** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **5.50** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the Town with the provisions and regulations of the statutes above referred to as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the Town Board of the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the Town Board approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Two Million Seven Hundred Ninety Thousand Five Hundred And 00/100 Dollars (\$2,790,500.00)** from the Trust Funds of the State of Wisconsin to the Town of **Lawrence** in the County(ies) of **Brown**, Wisconsin, for the purpose of **financing new infrastructure for Rock Ridge Subdivision**. That at the same time and place, the Town Board of the Town of **Lawrence** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the Town, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the Town of **Lawrence** certified to by the clerk, accompanies this application.

Given under our hands in the Town of **Lawrence**, County(ies) of **Brown**, Wisconsin, this _____ day of _____, 20____.

Chairman, Town of **Lawrence** (Signature)

Clerk, Town of **Lawrence** (Signature)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Chairman and supervisors, please sign in space provided and type or print name below the signature.)

	<u>OFFICER</u>	<u>ADDRESS OF EACH OFFICER</u>
1.	_____	_____
	Chairman (Signature)	
	_____	_____
	Type or Print Name	
2.	_____	_____
	Supervisor (Signature)	
	_____	_____
	Type or Print Name	
3.	_____	_____
	Supervisor (Signature)	
	_____	_____
	Type or Print Name	
4.	_____	_____
	Supervisor (Signature)	
	_____	_____
	Type or Print Name	
5.	_____	_____
	Supervisor (Signature)	
	_____	_____
	Type or Print Name	

Town Board of Supervisors of the Town of **Lawrence**, County(ies) of **Brown**, Wisconsin.

STATE OF WISCONSIN
County(ies) of **Brown**

Personally came before me this ____ day of _____, 20____, the above named persons known to me as the Town Board of Supervisors of the Town of **Lawrence**, in **Brown** County, Wisconsin, and who are the persons who executed the foregoing application and acknowledged same.

Clerk (Signature)

Clerk (Print or Type Name)

Town of **Lawrence**
County(ies) of **Brown**, Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

FORM OF RECORD

The following preamble and resolutions were presented by Supervisor _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Two Million Seven Hundred Ninety Thousand Five Hundred And 00/100 Dollars (\$2,790,500.00)** for the purpose of **financing new infrastructure for Rock Ridge Subdivision** and for no other purpose.

The loan is to be payable within **10** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **5.50** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Town of **Lawrence** by such loan from the state be applied or paid out for any purpose except **financing new infrastructure for Rock Ridge Subdivision** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the chairman and clerk of the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, are authorized and empowered, in the name of the Town to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Town pursuant to this resolution. The chairman and clerk of the Town will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Town forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

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Supervisor _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Chairman	_____	voted	_____
2.	Supervisor	_____	voted	_____
3.	Supervisor	_____	voted	_____
4.	Supervisor	_____	voted	_____
5.	Supervisor	_____	voted	_____

A majority of the Town Board of the Town of **Lawrence**, in the County(ies) of **Brown**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

STATE OF WISCONSIN

County(ies) of **Brown**

I, _____, Clerk of the Town of **Lawrence**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the Town Board of the Town of **Lawrence** at a meeting held on the _____ day of _____, 20____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the Town Board of the Town of **Lawrence**, County(ies) of **Brown**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the Town Board by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the Town.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Town of **Lawrence** this _____ day of _____, 20____.

Clerk (Signature)

Clerk (Print or Type Name)

Town of **Lawrence**

County(ies) of **Brown**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **Brown**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the Town of **Lawrence**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the Town of **Lawrence** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20____ * \$_____

* Latest year available

I further certify that the whole existing indebtedness of the Town of **Lawrence**, County(ies) of **Brown**, State of Wisconsin, is as follows: (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

Clerk in the Town of **Lawrence**

County(ies) of **Brown**, Wisconsin

_____, 20____
Date

FOR OFFICE USE ONLY

Confirmation of equalized value ☐

5% debt limit = \$

Shared 20____ = \$

Revenue: 20____ = \$

Application approved by:

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

RESOLUTION NO. 2026-001
TOWN OF LAWRENCE, WISCONSIN
Town Borrowing with State Trust Fund Loan for
Financing Infrastructure for Rock Ridge Subdivision, for \$2,790,500

WHEREAS, the Town of Lawrence, Brown County, Wisconsin, is presently in need of funds up to a maximum aggregate amount of \$2,790,500 for the public purpose of financing infrastructure for Rock Ridge Subdivision; and

WHEREAS, the Town Board of Supervisors deems it necessary and in the best interests of the Town that it shall borrow the sum of up to \$2,790,500 for such purposes upon the terms and conditions hereinafter set forth; and

WHEREAS, by the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.);

THEREFORE, BE IT RESOLVED, that the Town of Lawrence, Brown County, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Two Million Seven Hundred Ninety Thousand Five Hundred And 00/100 Dollars (\$2,790,500) for the purpose of financing infrastructure for Rock Ridge Subdivision and for no other purpose; and

BE IT FURTHER RESOLVED, the loan is to be payable within 10 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 5.50 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law; and

BE IT FURTHER RESOLVED, that there shall be raised and there is levied upon all taxable property, within the Town of Lawrence, Brown County Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due; and

BE IT FURTHER RESOLVED, that no money obtained by the Town of Lawrence by such loan from the state be applied or paid out for any purpose except financing infrastructure for Rock Ridge Subdivision without the consent of the Board of Commissioners of Public Lands; and

BE IT FURTHER RESOLVED, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the chairman and clerk of the Town of Lawrence, Brown County, Wisconsin, are authorized and empowered, in the name of the Town to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Town pursuant to this resolution. The chairman and clerk of the Town will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions; and

BE IT FINALLY RESOLVED, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Town forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Approved and adopted by the members of the Town Board of Supervisors of the Town of Lawrence, Brown County, State of Wisconsin this ____ day of _____ 2026.

Dr. Lanny J. Tibaldo, Town Chairperson

Introduced by:

Seconded by:

- Ayes - Nays

Cindy Kocken, Town Clerk/Treasurer



Agenda Item Review

Meeting Date: January 12, 2026
Agenda Item#: 9

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Cindy Kocken, Clerk-Treasurer
AGENDA ITEM: **2026 Brown County Intergovernmental Agreement (Election Tabulation Equipment)**

FISCAL IMPACT:

- | | |
|------------------------------|----|
| 1. Is there A Fiscal Impact? | No |
| 2. Is it Currently Budgeted? | No |

Item History

In June 2025 Brown County Board of Supervisor approved the purchase of new voting tabulation equipment this year as our current machines have surpassed their anticipated life expectancy. Town staff took possession of the equipment in November of 2025. This intergovernmental agreement outlines the responsibilities of the County and the Town regarding use and maintenance of the tabulators.

Recommended Action by Town Board

Staff recommends approval of 2026 Brown County Intergovernmental Agreement.

COUNTY CLERK

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600



PATRICK W. MOYNIHAN, JR.
COUNTY CLERK

PHONE (920) 448-4016

FAX (920) 448-4498

www.browncountywi.gov

Patrick.Moynihan@browncountywi.gov

December 8, 2025

Clerk Cindy Kocken
Town of Lawrence
2400 Shady Court
De Pere, WI 54115

Dear Clerk Kocken,

CINDY,

Attached you shall find an Intergovernmental Agreement (Election Tabulator Equipment) between Brown County and the Town of Lawrence regarding our new DS-300 election tabulating equipment as well as associated equipment, supplies, and maintenance.

Please sign the agreement, retain a copy for your records, and **return the original to the Brown County Clerk's Office** as soon as possible. With the potential of a postal anomaly or delay, perhaps it may be prudent to scan and forward the signed copy before mailing. Once received, I shall sign it and forward you an executed copy.

Lastly, as a reminder, please note Page Three, 4 (f) of the document regarding Municipal Insurance coverage. This request is the same as was communicated in 2014.

Should you have any questions, please do not hesitate in contacting me.

Best regards,

A handwritten signature in black ink, appearing to be "PM", written over the words "Best regards,".

Patrick W. Moynihan, Jr.
Brown County Clerk

2026 BROWN COUNTY INTERGOVERNMENTAL AGREEMENT **(ELECTION TABULATION EQUIPMENT)**

This Intergovernmental Agreement (this “**IGA**”) is entered into by and between the County of Brown, (the “**County**”), a body corporate, and the Town of Lawrence, a municipal unit of government, (the “**Municipality**”), collectively referred to as the “**Parties**,” and this IGA is effective as of the date the last signature to this IGA is obtained.

WHEREAS, in 2025, the Brown County Clerk deemed that the current election equipment, which was purchased in 2010, has met and surpassed its anticipated longevity of utilization, and that there is a need to update said equipment. A recommendation was made by the Brown County Clerk to have the County purchase approximately one hundred and thirty-four (134) DS-300 Voting Tabulators, along with all related hardware, software, firmware and auxiliary equipment (collectively, the new “**Voting Tabulators**”), from Election Systems & Software (“ES&S”), in order to replace the old Voting Tabulators throughout the County to the benefit of Municipalities participating in this IGA; and

WHEREAS, in June of 2025, the Brown County Board of Supervisors approved the acquisition of said new Voting Tabulators in the amount of \$960,000.00, but the County’s purchase of the new Voting Tabulators was initially delayed pending the required certification of the ES&S equipment by the Wisconsin Elections Commission, which occurred in August of 2025; and

WHEREAS, in October of 2025, the County entered into a contract with ES&S to purchase the new Voting Tabulators, the total purchase price of which was covered by the County without contribution from municipalities. A copy of said contract (the “**Contract**”) is attached to this IGA as “**Exhibit A**”, and is incorporated into this IGA via attachment and reference.

NOW THEREFORE, in consideration of the above premises and mutual covenants of the Parties expressed above and below, the receipt and sufficiency of which is acknowledged by each of the Parties, the County and Municipality agree as follows:

1. Purpose: The Parties agree that it is in the interest of the public to operate one unified vote counting and reporting system throughout Brown County and, to effectuate that, the County purchased from ES&S new Voting Tabulators for Municipalities to use at their polling precincts. The Parties also agree that it furthers the public interest to uniformly set forth in this IGA the terms and conditions that will govern the Parties’ responsibilities regarding their receipt, use and maintenance of the new Voting Tabulators.
2. Term: The term of this IGA shall be for one (1) year, from 01-01-2026 to 12-31-2026, and this IGA shall automatically renew for one (1) year consecutive terms unless terminated by either Party upon forty-five (45) days advanced written notice to the other **prior to expiration** of the then existing term.
3. Responsibilities of the County: The County shall, at all times, be the sole owner of the Voting Tabulators as more fully set forth in the Contract attached hereto, and shall be responsible for the following:

- a. Adhering to the applicable terms and conditions of the Contract, including but not limited to, submitting timely payments in accordance therewith, pursuing enforcement actions if needed, and determining disbursement, if necessary, of any awarded damages or penalties recovered in the event of an enforcement action. The County's timely payment hereunder does not constitute a waiver of its right to take actions, including legal, to collect any monies owed it from the Municipality pursuant to this IGA, said right being expressly preserved by the County herein;
- b. Supplying the Municipality with an adequate number of Voting Tabulators, modems (if equipped), ballot bins, and Voting Tabulator carrying cases to be placed at each of their respective Polling precincts, and providing each Municipality Voting Tabulator with two (2) encrypted USB media drive sticks;
- c. Tracking the specific Voting Tabulator(s) supplied to the Municipality by corresponding the Voting Tabulator's assigned serial number(s) with the Municipality receiving it on the document attached hereto as "**Exhibit B**" and incorporated herein by attachment and reference; and
- d. Commencing 01-01-2026, invoicing the Municipality for its share of the annual Voting Tabulator maintenance fees set forth in the Contract, the total fees of which the County shall advance to ES&S irrespective of when or whether it collects from the Municipality hereunder, but without waiving its right to take, among other steps afforded it under this Agreement, action to collect upon any outstanding related Municipality invoice(s). All monies received shall be deposited into the County's election intergovernmental revenue account.

4. Responsibilities of the Municipality: The Municipality understands and agrees that while entry into this IGA is voluntary, entry into this IGA is a prerequisite to receiving, at no initial cost, the requisite amount of County-owned new Voting Tabulator(s). The Municipality further understands and agrees that it is responsible for the following:

- a. Properly storing and securing its assigned Voting Tabulator(s) in a manner consistent with Article II, Section 1 of the Contract, and consistent with any other applicable provisions within the Contract and/or the User Manuals referenced therein, copies of which the County shall supply to the Municipality upon receipt;
- b. Participating in all necessary training associated with the use, operation, and maintenance of the Voting Tabulators, whether required under the Contract or by directive of the Brown County Clerk, including reviewing all User Manuals and documentation supplied through printout or electronic means to the Municipality by the Brown County Clerk and/or by ES&S;
- c. Adhering to all of the Contract's operating, maintenance and technical obligations that apply to the Voting Tabulators to the same extent as is required of the County Clerk, including but not limited to: (i) not permitting any individual, other than an ES&S representative, to provide the maintenance and support services set forth in Articles II and III of the Contract; (ii) cooperating with the County Clerk's Office in its decision to install any modifications, upgrades and/or updates to the Tabulators, the decision and cost of which rests solely with the County; and (iii) refraining from making any updates, upgrades, modifications, alterations and/or changes of any kind to the Voting Tabulators without first obtaining the advance written permission of the County;

- d. Adhering to any additional requirements established by the County regarding the Municipalities' use, maintenance and/or operation of the Voting Tabulators assigned to it.
 - e. Replacing and/or repairing, at the Municipality's sole cost and expense, any Voting Tabulator(s) assigned to said Municipality that become lost, stolen and/or damaged due to weather conditions or as a result of the negligence and/or carelessness of the Municipality, its employees, agents, assigns and/or representatives, the replacement and/or repair of which shall be fulfilled in accordance with Articles II and III of the Contract, as well as in accordance with any other applicable provisions set forth therein;
 - f. **Procuring, in an amount of at least \$100,000 per Voting Tabulator assigned to the Municipality, insurance coverage for each of the Municipality's assigned Voting Tabulator(s),** with evidence of coverage documented by a Certificate of Insurance. The Certificate of Insurance shall be issued by a company authorized to do business in the State of Wisconsin, and shall be otherwise satisfactory to the County. **Such insurance shall be primary. The Certificate(s) shall reference this IGA and shall have an endorsement attached naming the County, its boards, commissions, agencies, officers, employees and representatives as Additional Insureds and as Loss Payee, and providing for thirty (30) days advance notice to the County of any change, cancellation or non-renewal during the term of this Agreement.**
 - g. To the same extent as required of the County, adhering to the Contract's provisions governing the ES&S Software, ES&S Firmware and/or ES&S Documentation, the terms of which are more fully defined therein, which shall include, but not be limited to, Sections 2-4 & 8 of the Contract's General Terms.
 - h. **Beginning 01-01-2027, the date in which the Contract's warranties expire, and from that point forward, reimbursing the County for its share of the annual maintenance fees,** as established by the Contract, that the County has to advance to ES&S for all Voting Tabulators subject to this IGA, the reimbursement of which shall be due within thirty (30) days of the Municipality's receipt of the invoice.
5. Duty to Cooperate: Each Party hereto shall commence, carry on and complete its obligations under this IGA with all deliberate speed and in a sound, economical and efficient manner, as well as in accordance with any governing federal and/or state laws, including but not limited to, the Wisconsin Public Records Law. The Municipality shall be responsible for compliance with the Wisconsin Public Records Law regarding inquiries related to the Voting Tabulators assigned to the Municipality.
6. Authority/Compliance: The Municipality maintains full responsibility to adhere to all applicable election laws, including the Help America Vote Act of 2002 ("HAVA"), as well as any other provisions regarding, among other mandates, the accessibility of polling places, privacy and independence. The Municipality shall not, during the term of this Agreement, discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state.

7. Default by Municipality: In the event that the Municipality defaults in its payment obligations under this IGA, the County shall have the right to order that the Municipality's assigned Voting Tabulator(s) be returned, at the Municipality's sole cost and expense, to a location chosen by the County until said Municipality remits payment to the County of the outstanding amount in full. In the event that the Municipality fails to remit payment within thirty (30) days of said return, the County shall have the right, in its sole discretion, to do what it deems most reasonable with said Voting Tabulator(s), and to take whatever action it deems necessary to collect upon the outstanding debt.
8. Waiver: Any waiver of a provision by the County under this IGA shall not imply a subsequent waiver of that or any other provision.
9. Severability: The various provisions of this IGA are declared to be severable, and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this IGA and the same shall continue in effect unless modified in writing by the Parties hereto.
10. Supplies: Other than items specifically referenced in this IGA as being provided by the County, all additional supplies associated with the appropriate use, operation and maintenance of the Voting Tabulators shall be solely the expense and responsibility of the Municipality.
11. Liability/Indemnification: The Parties agree to fully indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses arising out of damages or injuries to third persons or their property caused by the fault or negligence of the other Party, its agents or employees in the performance of this IGA. The Parties shall provide each other with prompt and reasonable notice of any such claims or actions.
12. Governing Law: This IGA shall be governed under the laws of the State of Wisconsin, and has been drafted and entered into in Brown County, Wisconsin, thereby causing Brown County to be the venue for any legal action regarding this IGA.
13. Entire Agreement/Amendments: The entire agreement of the Parties is contained herein, and this IGA supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this IGA shall not be amended except as agreed to in writing by the Parties.

14. No Third-Party Rights/Independent Contractor Status: This is an agreement between the Parties, and nothing herein creates any rights in any third-persons. Further, this IGA does not in any way create the relationship of joint venture, partnership, principal, or employer/employee between the Parties, their agents, employees, subcontractors, officers and/or representatives. The Municipality, and its employees, agents, subcontractors, and/or representatives, shall not act or attempt to act, or represent themselves, directly or by implication, as an agent of the County, nor shall the Municipality in any manner assume any obligation on behalf of or in the name of the County.

15. Appropriation of Funds: This IGA is contingent upon annual authorization of funding by the County governing body, and upon the Voting Tabulators' final and continued certification under applicable law, as may be amended from time to time. In the event funding is not approved, funding is terminated or said certification is denied, the County may terminate this Agreement upon forty-five (45) days written notice to the Municipality.

16. Notices: Any and all notices shall be in writing and deemed served upon depositing the same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the Brown County Clerk, for notice to the County, and to the Municipal Clerk, for notice to the Municipality.

BY SIGNING BELOW, each Signor affirmatively states that they have the authority to bind the entity that they are signing on behalf of (the Municipality or the County) to the terms and conditions of this IGA, and that the entity they are signing on behalf of (the Recipient or the County) agrees to be, and hereby is, so bound.

LAWRENCE	BROWN
Name of Municipality	Name of County
Printed Name of Individual Signing for the Municipality	Patrick W. Moynihan, Jr.
Title of Individual Signing for the Municipality	Brown County Clerk
X	X
Signature of Individual Signing for the Municipality	Signature of Individual Signing on Behalf of County
Date Signed	Date Signed
Phone Number	(920) 448-4016
Email Address	Patrick.Moynihan@browncountywi.gov

EXHIBIT A

EXHIBIT B

MUNICIPALITY	DS-300 SERIAL NUMBERS
LAWRENCE	DS3024340456.01
LAWRENCE	DS3024410419.01

GENERAL TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent;
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefor and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (iv) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (v) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (vi) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any hardware, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders, epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(i) and 16(ii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing hardware, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the hardware, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
ES&S HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each Twenty-Four (24) Months during the Initial Post-Warranty Term or any Renewal Period thereof.

Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed

pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License,

Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 4 of the General Terms. Updates to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$2,520.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$1,470.00
Total Maintenance Fees for the Initial Post-Warranty Term:		\$3,990.00
<u>Payment Terms:</u>		
ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term. Payment is due before the start of each period within the Initial Post-Warranty Term.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the second anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
7	Model DS300 Scanner	Year 1	\$180.00	\$1,260.00
7	Model DS300 Scanner	Year 2	\$180.00	\$1,260.00
Total ES&S Hardware Maintenance Fees for the Initial Post-Warranty Term				\$2,520.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Brown County, Wisconsin

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

Initial Post-Warranty Term: Expiration of the Warranty Period through the **second** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
7	Model DS300 Scanner	Year 1	\$105.00	\$735.00
7	Model DS300 Scanner	Year 2	\$105.00	\$735.00
Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term				\$1,470.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
 - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be responsible for implementation of any security protocols, physical, network or otherwise which are necessary for the proper operation of the ES&S Hardware and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Schedule A2

EQUIPMENT SCHEDULE

Description	Annual Maintenance Fee Per Unit
Model DS300 Scanner (Silver Coverage)	\$180.00

Description	Annual Firmware License, Maintenance and Support Fee Per Unit
Model DS300 Scanner	\$105.00



Agenda Item Review

Meeting Date: 01/12/2026

Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Ronald M Cody, Fire Chief
AGENDA ITEM: SCBA Fill Station for E621, Consider Approval.

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is there A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | No |

Item History

SCBA (Breathing Air Tanks) Fill Station for E621

Our current SCBA filling station is outdated and unsafe, not meeting industry standards NFPA1500. It is located on E611 and that vehicle will be replaced with our new E611 coming in March/April of 2026. We will need to put the SCBA filling station on E621.

The current industry standard is a commercial SCBA filling station, this is to encapsulate the air tanks as they are being filled/pressurized, and we currently do not meet that standard.

Our old SCBA filling station consisted of large diameter pipes that the tanks would sit in while being filled (pictures provided), leaving about 20% of the bottle exposed and exposing the persons filling the tanks to explosion hazards if the tank fails/ruptures. At the time when the filling station was placed on E611 many years ago, it was normal to use the large pipes to set the air bottles in, but due to injuries and deaths, the standard requirement for vehicle SCBA filling stations has changed according to NFPA1500.

To meet the current standards and prevent injury or death, we have found a SCBA bottle filling station that will meet our needs and placement on E621 at a cost of \$7000 through Oshkosh Fire Equipment. We will be installing it.

Recommended Action By Town Board:

Recommend approval of ordering the Sidewinder X2 SCBA filling station at a cost of \$7000.



175 INDIAN POINT ROAD
OSHKOSH, WI 54901

Estimate

Date	Estimate No.
12/19/2025	6893

Bill To

TOWN OF LAWRENCE FIRE DEPARTMENT
2400 SHADY COURT
DE PERE, WI 54115

Ship To

TOWN OF LAWRENCE FIRE DEPARTMENT
2400 SHADY COURT
DE PERE, WI 54115

Due Date

Rep

1/3/2026

DM

Qty	Item	Description	Rate	Total
1	PARTS	SIDEWINDER X2 Two-position fill station designed for filling SCBA cylinders only.	7,000.00	7,000.00

Phone #

920-235-3610

Sales Tax (0.0%)

\$0.00

Total

\$7,000.00

***Prices and availability are only guaranteed until the expiration of the estimate.





Hobart-Lawrence Police Department

Interoffice Memorandum



TOWN OF LAWRENCE STAFF MEMORANDUM

To: Town of Lawrence Board

From: Michael Renkas, Chief of Police

Date: 1/8/2026

Subject: Presentation and Adoption of the Hobart-Lawrence Police Department Strategic Plan

Purpose

The purpose of this memorandum is to formally present the Hobart-Lawrence Police Department Five Year Strategic Plan (2026 -2031) to the Town of Lawrence Board and request its adoption as an official planning document for the Town.

Background

The Strategic Plan was developed through a structured and collaborative process that included internal analysis and ongoing community input. Department leadership reviewed historical and current operational data, including calls for service, response times, staffing levels, and workload trends, to identify challenges and opportunities.

Community involvement was a critical component of the planning process. Feedback was gathered through ad hoc committee meetings (with residents representing both Hobart and Lawrence), community interactions, and community survey, which helped shape the department's priorities. This input emphasized the importance of visibility, proactive policing, accountability, and continued trust between the department and the community. The planning effort also incorporated best practices in modern policing and professional standards to ensure the plan is realistic, sustainable, and adaptable over the 2026–2031 timeframe.

Strategic Plan Overview – Five Pillars

The Strategic Plan is organized around five core pillars that collectively support the department's mission and long-term success:

1. Visibility & Community Connection
2. Traffic Safety & Enforcement
3. Training, Development & Wellness
4. Operational Excellence & Innovation
5. Future Growth & Infrastructure

The plan also provides measurable goals and objectives to track progress and support transparency with elected officials and the public.

Board Action Requested

Adopting the Strategic Plan will formally recognize it as a guiding document for the Hobart-Lawrence Police Department and ensure alignment with Town-level planning, budgeting, and policy decisions. While the plan

does not create immediate fiscal obligations, it serves as a roadmap to support informed decision-making and long-term sustainability.

Recommendation

Staff recommends that the Town of Lawrence Board adopt the Hobart–Lawrence Police Department Strategic Plan as an official planning document for the Town of Lawrence.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Renkas", with a long horizontal flourish extending to the right.

Michael Renkas
Chief of Police



HOBART-LAWRENCE
POLICE DEPARTMENT



POLICING WITH PURPOSE

Strategic Plan 2026-2030

OUR PURPOSE IS PEOPLE. OUR STRENGTH IS TRUST. OUR VISION IS TO BE A MODEL POLICE DEPARTMENT.

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“TOGETHER, WE ARE SHAPING THE FUTURE OF PUBLIC SAFETY.”

Dear Residents of Hobart and Lawrence,

It is my honor to present the Hobart-Lawrence Police Department’s 2026–2030 Strategic Plan — Policing with Purpose. This plan is more than a document; it’s a reflection of our identity, our aspirations, and our shared future.

Our mission — written by our officers — reminds us daily that excellence requires consistency, humility, and purpose. It’s the way we approach every call for service, every partnership, and every decision we make.

The past year has been one of rebuilding and forward progress. After navigating staffing shortages, we concluded 2025 at full strength, positioning the department for long-term stability. We also achieved WILEAG CORE Verification, finalized a 10-year joint agreement through 2035, and moved closer to realizing the new Village of Hobart Municipal Center—a facility that represents the next chapter in our service to the community.

This plan outlines how we’ll build on that success — by focusing on visibility, safety, connection, and the continued development of our people. It’s a roadmap toward our vision: to be a model police department.

But most importantly, this plan is about people — the officers who serve with heart, the residents who trust us, and the communities that make Hobart and Lawrence exceptional places to live and work.

Thank you for being our partners in purpose. Together, we’ll continue to ensure that safety, trust, and excellence remain the hallmarks of our department.

With gratitude and pride,

A handwritten signature in cursive script that reads "Michael Renkas".

Chief Michael Renkas
Hobart-Lawrence Police Department

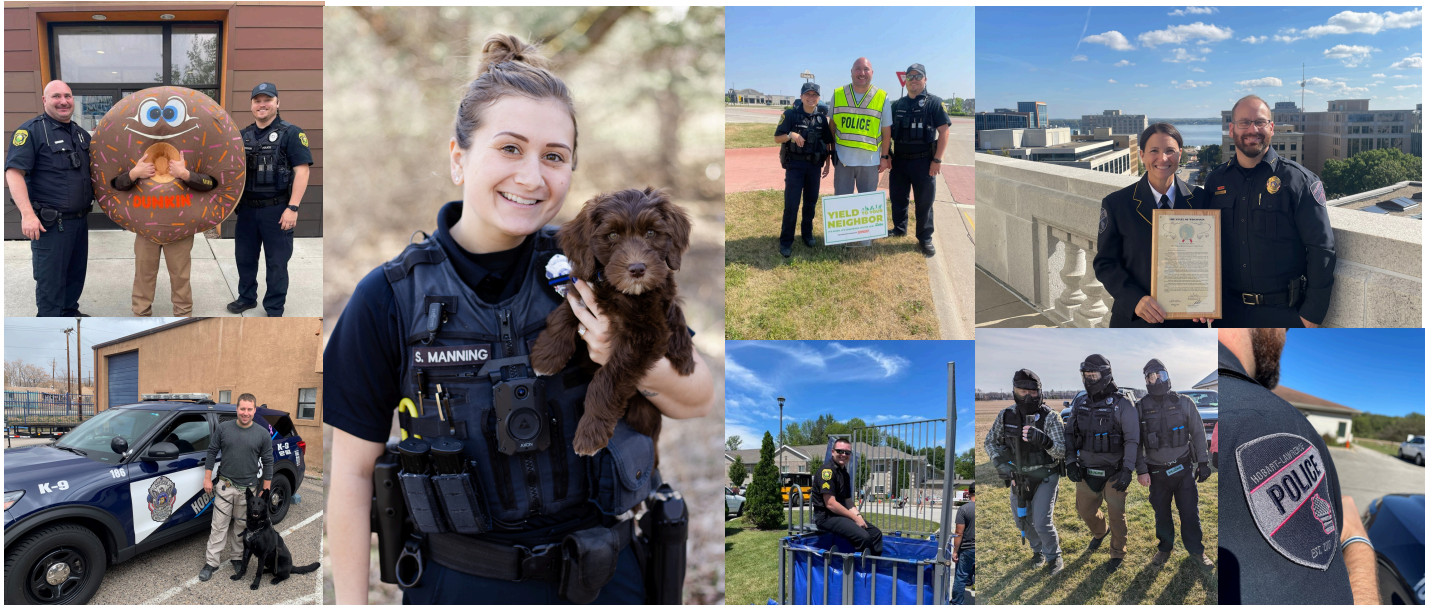


OUR MISSION

By consistent commitment to excellence, we respect and protect the rights of all people, striving to reduce crime and the fear of crime in our communities.

OUR VISION

To be a model police department.



COMMITMENT ★ INTEGRITY ★ DIGNITY

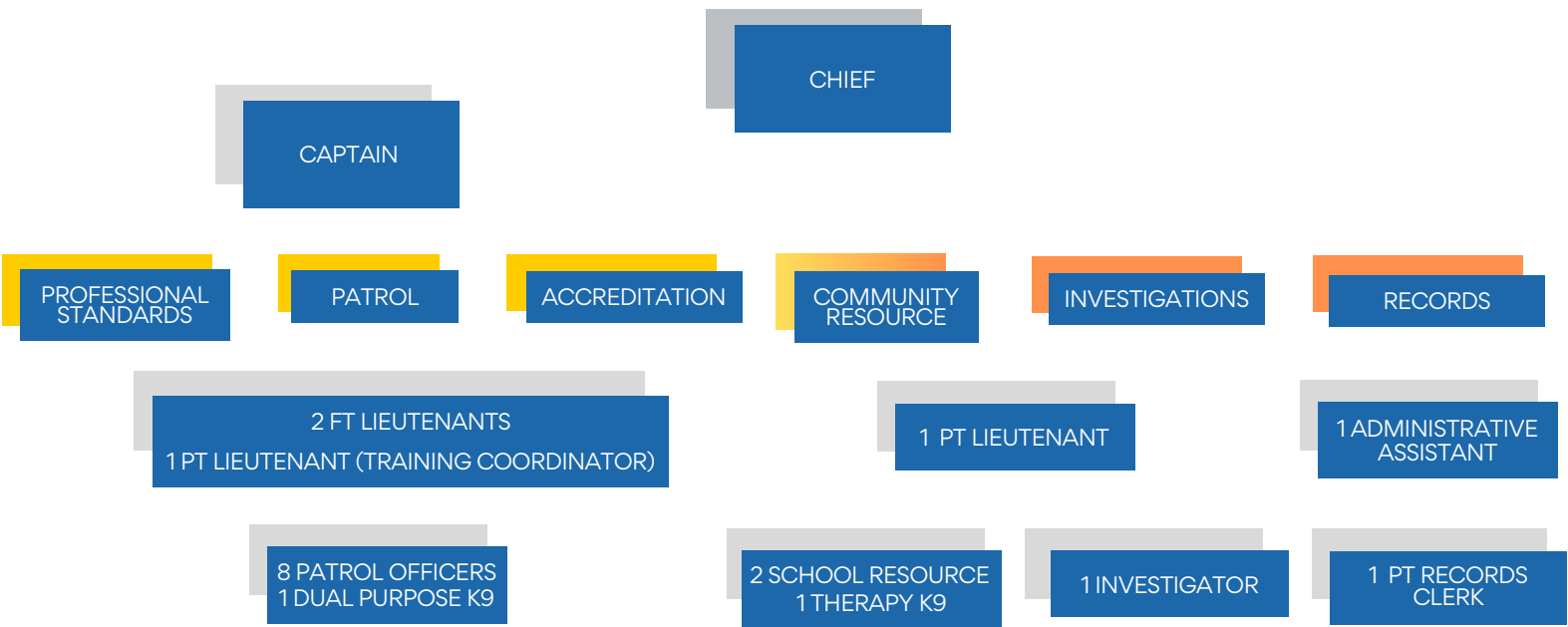


The Hobart-Lawrence Police Department is a modern and adaptable organization built on professionalism, integrity, and a deep commitment to community service. Our officers are motivated, well-trained, and dedicated to the people they serve — but we also recognize that excellence requires constant reflection and growth.

We understand that our community’s expectations evolve, and so must we. Visibility, engagement, and accessibility remain top priorities as we continue to strengthen the connection between our officers and the residents of Hobart and Lawrence. Every interaction — from a neighborhood patrol to a school visit — is an opportunity to build trust and reinforce our mission to protect and respect the rights of all people.

Our department values proactive policing and authentic community engagement. To meet the needs of a growing and diverse community, we’ve invested in specialized programs such as K9 operations, investigations, school resource officers, evidence management, and drone support — each designed to enhance safety, responsiveness, and public trust.

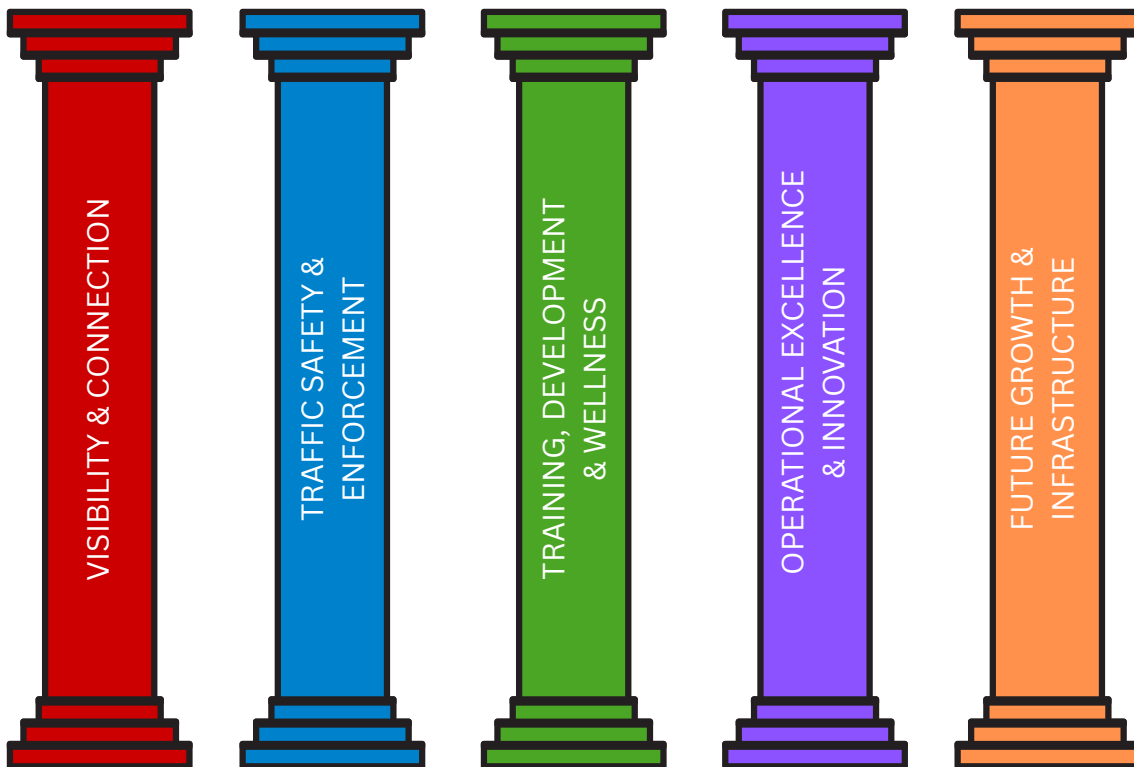
The Hobart-Lawrence Police Department operates through two primary divisions — the Field Operations Division and the Technical Operations Division — working together as one unified team committed to continuous improvement and purpose-driven service.



STRATEGIC FRAMEWORK



The Five Pillars of Purpose



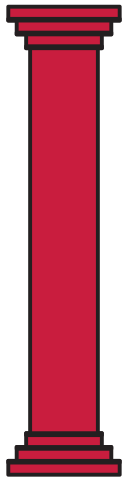
The Hobart-Lawrence Police Department's Strategic Framework is built upon five foundational pillars that define how we serve, grow, and lead. Each pillar reflects a core area of focus that guides our daily actions, long-term planning, and vision for the future. Together, they represent our commitment to purposeful policing — ensuring every decision, initiative, and interaction strengthens our connection to the community we serve.

This framework is the product of a collaborative process involving department members, village and town leadership, and direct community feedback. Through a public survey and internal discussions, we identified shared priorities that became the foundation for our five pillars. These pillars are not abstract goals; they are living commitments that shape our culture and direction — reflecting what our officers value, what our community expects, and what excellence in public service demands.

STRATEGIC GOALS & OBJECTIVES (2026–2030)



Pillar 1: Visibility & Community Connection



Our connection to the community begins with presence — being seen, being known, and being trusted. In recent years, the Hobart-Lawrence Police Department has made intentional strides to strengthen community relationships through programs like Coffee with a Cop, the Citizen Police Academy, and an increased presence on social media. These initiatives have laid a solid foundation for meaningful engagement and approachability.

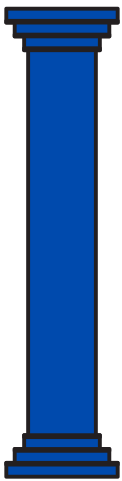
As we move forward, our goal is to build upon that foundation by expanding how we communicate and connect. Through new and accessible platforms — from digital media and podcast-style updates to enhanced storytelling within our quarterly reports — we will continue to meet residents where they are, ensuring transparency, trust, and connection remain at the heart of everything we do.

Objective	Action Steps	Timeline	Responsibility	Funding Source	Success Measure
Strengthen community connection through engagement	Continue and enhance signature outreach programs (Coffee with a Cop, Citizen Academy, Neighborhood Watch, school engagement)	2026–2030	Field Operations / Technical Operations	General Fund	Program participation and positive public feedback
Expand communication platforms	Develop multimedia outreach (social media series, podcast-style updates, visual data summaries) and develop new website	2026–2028	Field Operations / Technical Operations	General Fund	Launch of new communication channels and engagement metrics
Integrate transparency into quarterly reporting	Enhance existing Quarterly Report with visual metrics, trend analysis, and community storytelling	2026–2030	Administration	General Fund	Report publication and distribution reach

STRATEGIC GOALS & OBJECTIVES (2026–2030)



Pillar 2: Traffic Safety & Enforcement



Traffic safety remains one of the most visible and consistent concerns in our community. Every crash affects lives, families, and confidence in roadway safety. Preventing these tragedies requires more than enforcement — it demands education, presence, and collaboration. The Hobart-Lawrence Police Department will continue using proactive enforcement, public awareness, and data-driven strategies to reduce crashes and improve safety. As our infrastructure grows, we will respond with precision, visibility, and accountability to keep major corridors like US 41 and HWY 29 safe.

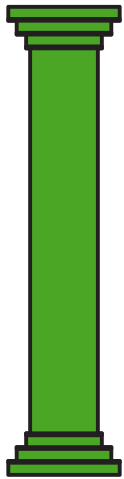
We also recognize that neighborhood speeding, stop sign violations, and other quality-of-life issues influence how safe residents feel where they live. To address these concerns, we will launch a Community Resource Officer (CRO) program in 2026 as a seasonal detail focused on neighborhood traffic safety, code enforcement, and community engagement — with the goal of expanding it into a full-time position based on measurable outcomes and community impact.

Objective	Action Steps	Timeline	Responsibility	Funding Source	Success Measure
Enhance roadway safety	Implement quarterly, data-driven enforcement focused on high-risk corridors (US 41 & HWY 29)	2026–2030	Patrol Supervisors	General Fund	Year-over-year crash and severity reduction
Improve neighborhood livability	Deploy targeted patrols and collaborate with Public Works on signage and speed mitigation	2026–2030	Patrol Section & CRO	General Fund	Fewer complaints; improved resident feedback
Launch Community Resource Officer (CRO)	Establish seasonal CRO detail focused on traffic, code enforcement, and outreach; evaluate for full-time expansion	2026–2028	Administration	General Fund	CRO program implemented and annual evaluation completed

STRATEGIC GOALS & OBJECTIVES (2026–2030)



Pillar 3: Training, Development & Wellness



Our people are our greatest strength. Every success of the Hobart-Lawrence Police Department is built on the dedication, professionalism, and compassion of the officers and staff who serve our communities. The launch of the Career Development Program in 2025 marked a major step forward in investing in our team — providing a structured path for growth, recognition, and personal achievement.

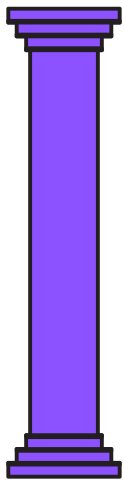
As we look ahead, we will continue to refine that program and expand our commitment to officer wellness. By focusing on leadership development, continuous training, and holistic wellness initiatives, we are investing in the long-term health and performance of our people. When our team thrives, our communities thrive — and that remains at the heart of our mission.

Objective	Action Steps	Timeline	Responsibility	Funding Source	Success Measure
Sustain career development program	Evaluate and evolve the point-based Career Development Program annually	2026–2030	Administration	General Fund	Annual review and participation rate
Expand leadership and mentorship training	Offer targeted supervisor and command development opportunities	2027–2030	Training Division	General Fund	Leadership program completions
Implement wellness and fitness initiatives aligned with new facility	Develop and launch officer wellness and physical fitness resources with facility completion	2028–2029	Administration / Wellness Committee	Capital Funds / Donation Funds	Program launch and participation metrics

STRATEGIC GOALS & OBJECTIVES (2026–2030)



Pillar 4: Operational Excellence & Innovation



Excellence is achieved through systems, not slogans. The Hobart-Lawrence Police Department remains committed to building and maintaining structures that ensure consistency, accountability, and quality in everything we do. From policy development to performance review, we are intentional about creating processes that strengthen our service and reinforce public trust.

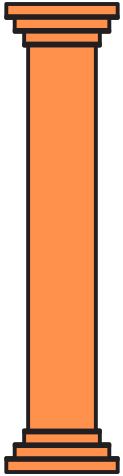
Looking forward, our focus on accreditation, data-driven decision-making, and the thoughtful use of technology will continue to drive innovation within the organization. These efforts ensure that we are not only meeting professional standards but exceeding them — doing the right things, the right way, every time. Operational excellence is a reflection of discipline, adaptability, and a shared commitment to continuous improvement.

Objective	Action Steps	Timeline	Responsibility	Funding Source	Success Measure
Achieve WILEAG Accreditation	Complete standards and audit for full accreditation	2029	Administration	General Fund	Accreditation awarded
Enhance data-driven decision making	Deploy command dashboards and performance analytics	2027–2028	Technical Ops / Field Operations	Capital / General Fund	Dashboard implementation and utilization
Modernize internal policies	Conduct rolling three-year review and modernization process	2026–2030	Command Staff	General Fund	Annual review completion and compliance audit

STRATEGIC GOALS & OBJECTIVES (2026–2030)



Pillar 5: Future Growth & Infrastructure



With the future police facility site secured, our focus now turns to design, construction, and transition — but our investment in the future extends beyond bricks and mortar. The new Municipal Center represents a modern, purpose-built space that enhances efficiency, supports technology, and strengthens collaboration across departments.

At the same time, we must prepare our workforce for continued community growth. We will implement a phased staffing plan that aligns personnel levels with population trends, service demand, and workload analysis. Through targeted recruitment and partnerships with educational institutions, we aim to attract and retain quality officers who reflect the values and professionalism of the Hobart-Lawrence Police Department.

Objective	Action Steps	Timeline	Responsibility	Funding Source	Success Measure
Design and construct new police facility	Finalize design, complete construction, and manage phased transition to new building	2026–2029	Administration & Village Board	Capital Fund	Facility completed and operational by 2029
Plan phased staffing growth	Develop and implement staffing model tied to population growth, service demand, and workload analysis	2026–2030	Administration & Command Staff	General Fund	Staffing plan approved and implemented
Enhance recruitment and retention	Launch targeted recruitment efforts; strengthen partnerships with local colleges and academies	2026–2030	Administration & Command Staff	General Fund	Increased applicant pool and retention rate

Implementation & Evaluation

Annual Review Cycle

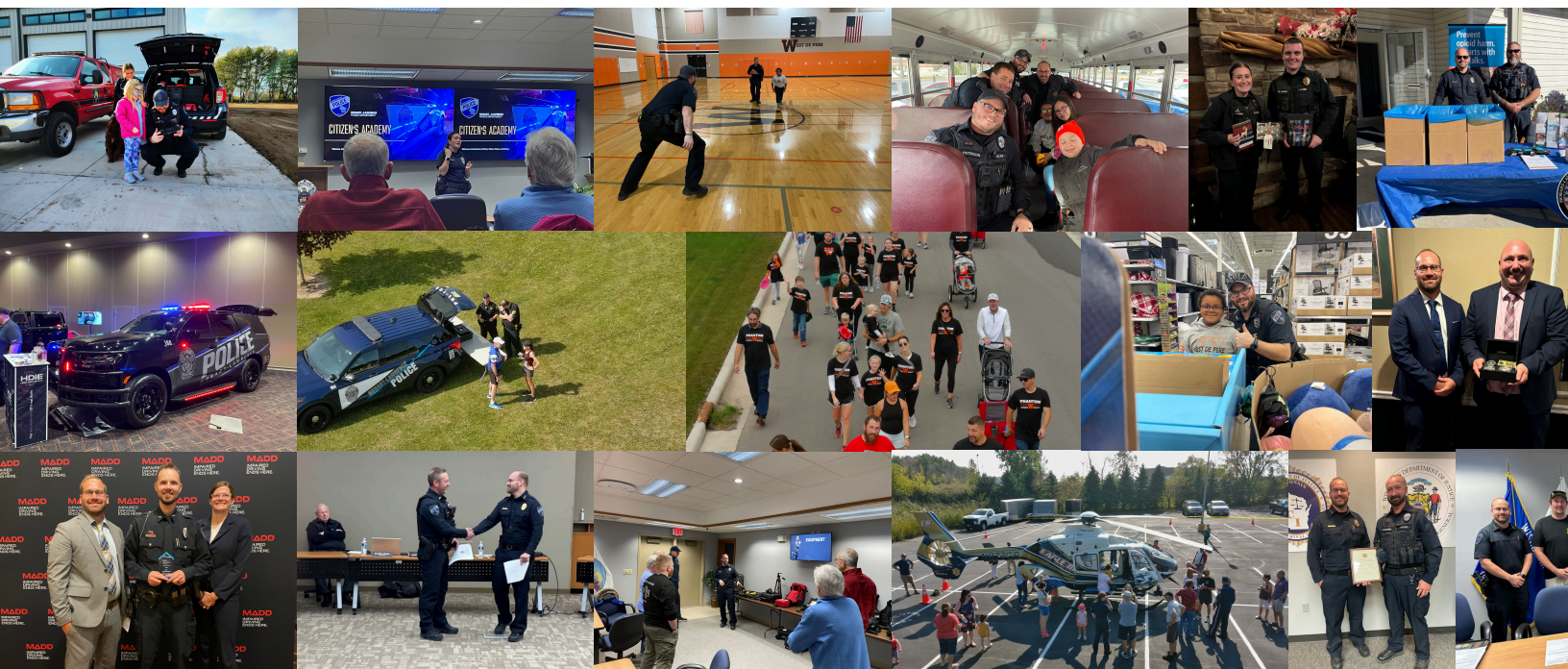
Each pillar and its objectives will undergo an annual review to measure progress, identify challenges, and recalibrate strategies as needed. This process ensures the plan remains active and relevant—guided by data, feedback, and real-world outcomes. Progress will be shared with governing boards and the community to maintain transparency and trust.

Performance Reporting

Quarterly internal updates and an annual public summary will communicate measurable results tied directly to our mission and vision. By consistently tracking and reporting outcomes, we reinforce accountability at every level and ensure our community sees the tangible impact of their investment in public safety.

Accountability Model

Command staff will oversee progress through documented benchmarks, quarterly reviews, and clear lines of responsibility. This framework transforms our strategic plan from a static document into a living system—one that evolves as our community grows and our department advances.



Thank You

At the heart of this plan is a simple promise: to serve our communities with compassion, integrity, and a relentless pursuit of excellence. We believe trust is earned one interaction at a time — and through purpose-driven policing, we will continue to build that trust every day.

This Strategic Framework is the product of collaboration — shaped by the voices of our residents, officers, and community leaders. The Hobart-Lawrence Police Department extends sincere appreciation to the members of the Strategic Planning Ad Hoc Committee whose insight and commitment guided this process: Brian Pavlovich, Kristina Crabb, Michael Fietz, Margene Marcantonio, Lorie Francar, Lieutenant Randy Radloff, Lieutenant Timothy Allen, Captain Nicole Crocker, Officer Sam Schroeder, and Sharon Diedrick.

Their dedication ensured this plan reflects not just a departmental vision, but a shared commitment to the future of both communities.

Purpose. Performance. People.

The Hobart-Lawrence Police Department — Policing with Purpose.

