

1. Agenda

Documents:

[VB-2022-07-06-REVISED \(AGENDA\).PDF](#)

2. Meeting Materials

Documents:

[VB-PACKET-2022-07-06-REVISED \(MEETING PACKET\).PDF](#)



HERITAGE
COMMUNITY
OPPORTUNITY

VILLAGE OF MOUNT HOREB

E. Main Street
Mount Horeb, WI 53572
Phone: (608) 437-6884 Fax: (608) 437-3190
Email: mhinfo@mounthorebwi.info Web: mounthorebwi.info

THE VILLAGE BOARD MEETING WILL BE HELD IN PERSON WITH A VIRTUAL OPTION. YOU CAN WATCH THE MEETING LIVE VIA THE VILLAGE WEBSITE BY CLICKING "WATCH LIVE" UNDER THE TROLLWAY TV GRAPHIC ON THE RIGHT SIDE OF THE HOME PAGE AT WWW.MOUNTHOREBWI.INFO. THE MEETING IS ALSO BROADCAST LIVE ON MHTC CHANNEL 181 AND CHARTER CHANNEL 981. YOU CAN ALSO JOIN THE MEETING USING YOUR COMPUTER, TABLET OR SMARTPHONE:

<https://global.gotomeeting.com/join/715626877>

OR, Dial in using your phone: 1(571)317-3122, Access Code: 715-626-877

VILLAGE BOARD AGENDA-REVISED WEDNESDAY, JULY 6, 2022

The Village Board of the Village of Mount Horeb will meet on the above date at 7:00pm in the Board Room of the Municipal Building, 138 E. Main Street, Mount Horeb, WI. Agenda as follows:

- 1) Call to order
Pledge of Allegiance
Roll call
- 2) Public Comments – non-agenda items
- 3) Consent Agenda
 - a. Village Board Meeting Minutes of June 1, 2022
 - b. Street Use Permit Application-Mount Horeb Art Fair
 - c. Alcohol License Renewal Application-Fink's Café, LLC
 - d. Agent Forms-Pamela Baker, Mark Valaskey
 - e. Alcohol License Premise Amendment-Skal Public House
- 4) Consideration of Cable TV Upgrades
- 5) Consideration of Hiring Landscape Architect for Estimate on Grading of Meylor Land for Park Use
- 6) Consider award of Contract 22-103 Water Main Rehabilitation
- 7) Committee reports:
 - a) Mount Horeb Area Chamber of Commerce
 - b) Community Development Authority
 - c) Mount Horeb Area Joint Fire Department
 - d) Library Board
 - e) School Liaison
 - f) Parks, Recreation, and Forestry Commission
 - g) Plan Commission
 - h) Public Works Committee
 - i) Public Safety Committee
 - j) Finance/Personnel
 - k) Utility Commission
 - l) Tourism Commission
- 8) Village President's report

- 9) Village Administrator's report
- 10) Village Clerk's report
- 11) Meeting adjournment.

UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH APPROPRIATE AIDS AND SERVICES. FOR INFORMATION OR TO REQUEST THIS SERVICE, CONTACT ALYSSA GAFFNEY, CLERK, AT 138 E MAIN STREET, MOUNT HOREB, WI (608) 437-9404.



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**VILLAGE OF MOUNT HOREB
VILLAGE BOARD MEETING MINUTES
JUNE 1, 2022**

The Village Board met in-person in regular session with a virtual option, in the Board Room of the Municipal Building, 138 E. Main Street, Mount Horeb, WI.

Call to Order/Roll Call: Village President Randy Littel called the meeting to order at 7:00pm. Present were Trustees Halverson, Fendrick, Czyzewski, White, Gauger, and Scott. Also present were Administrator Nic Owen and Village Clerk Alyssa Gaffney. The Pledge of Allegiance was recited.

Public Comments: None

Consent Agenda: Czyzewski moved, White seconded to approve the following consent agenda items: May 4, 2022 Village Board minutes; Renewal Alcohol Beverage Licenses: Kwik Trip # 1130, Kwik Trip #794, Walgreen Co. #11648, Hoff Bistro 101 LLC, Board and Brush Creative Studio, Premier Cooperative, Miller & Sons, Inc., Trollway Liquor, Elegant Bridal LLC, WiscoBoxes LLC, Villager Bar and Restaurant LLC, Mt. Horeb Hotel Partners LLC, The Dog House Bar & Grill LLC, Skal LLC, Friends of the Norsk, Inc, Grumpy Troll LLC, Martinson Brothers, LLC, Into the Driftless LLC, Tulum LLC, McFee & Co. LLC, Sunn Café LLC, MoHo Dough Co., Brix Cider LLC; Alcohol License Agents: Jose J. Onate, Brian LaDow, Steve Grundahl, Joshua Kitelinger, Mark F. Wilson, Carlton Miller, Daniel G. Hying, Scott F. Oomens, Lynn R. McFee, Joshua Hinze, Timothy D. Duerst, Nathan Faust, Mills Bruce Botham, Dominique Dailing, Matthew Schmock, Michael T. Woodward, Michael Rogers, Jr., Marah Odgers, Matt Raboin, Tanya Nicole Baron, Lindsay Bauer, Cynthia Curtes; and Street Use Permit for Mount Horeb Summer Frolic Committee, June 12, 2022- Garfield Street to First Street, First Street to Henry Street, Henry Street to Grundahl Park, 10AM-1:30PM. Motion carried by unanimous voice vote.

Appointment of Citizen Member to the Public Works Committee: Czyzewski explained this item. Czyzewski moved, Scott seconded to appoint Chad Casey to the Public Works Committee. Motion carried by unanimous voice vote.

Introduction of Jordan Schmitz, Electric Superintendent: Owen introduced Jordan Schmitz as the new Electric Superintendent. Schmitz introduced himself to the board and gave a brief statement.

Introduction/Recognition of new Village Police Officers- Officer Sam Koeller and Officer Brian Hugill: Chief Vierck recognized and introduced Officer Sam Koeller and Officer Brian Hugill. Both officers were sworn-in by Village Clerk Gaffney, and they recited the Law Enforcement Oath of Honor.

2021 Village Audit Presentation by Baker Tilly: John Rader of Baker Tilly presented the 2021 Village Audit results.

Consideration of next phase of North Cape Commons (Phase 7): Owen explained this item. Developer John DeWitt was present to speak on the plan and fielded questions from the board. Czyzewski moved, Fendrick seconded to approve Phase 7 with the conditions stated in the packet. Motion carried by unanimous voice vote.

Committee reports: Committee reports were heard with none requiring Village Board action.

Village President's report: Littel stated the Frolic is being held next weekend.

Village Administrator's report: Owen spoke on the possible dates for a special village board meeting to discuss the purpose of the board. The date decided upon was Monday, June 27th, at 6:00pm.

Village Clerk's report: Gaffney spoke on the voter registration applications and absentee ballot request forms that political organizations send out to residents.

Adjournment: There being no further business before the Board, Czyzewski moved, White seconded to adjourn the meeting at 7:50pm. Motion carried by unanimous voice vote.

Minutes by Alyssa Gaffney, Village Clerk

**Village of Mt Horeb
Street Use Permit Application**

\$20.00



Applicant Name: Mount Horeb Area Chamber of Commerce

Address: 300 E. Main Street, Mt. Horeb, WI, 53572 Telephone: 608-437-5914

Event Sponsor (if different than above): _____

Address: _____ Telephone: _____

Responsible Person(s) (if different than above): Jessie Bedward

Address: 300 E. Main Street, Mt. Horeb, WI, 53572 Telephone: 608-437-5914

Event Information

Start date: July 15th Time: 7:00pm End Date: July 17th Time: 6:00pm
(Include set-up and tear-down/clean-up time)

Detailed description of street(s) proposed to be used: Detour : Main Street from 3rd street to Front St. (one lane)
Main Street from 2nd Street to Lincoln Street. Duluth/Village Parking Lot

Estimated number of persons: 15,000 (Certificate of Insurance may be required)

Use of street (include a detailed description of all activities such as vending, music, selling of food or alcohol beverages, location and use of tents, stages, or other equipment, and a detailed plan for clean-up after the event): _____

Artist & Crafter tents, music stages. kids area, food vendors

If using recording or sound amplification equipment please describe: Bands will bring in there own sound.
2 music stages - 1 on Front St. and 1 on 2nd St.

Designate any public facilities or equipment to be used (additional costs may be incurred): _____
Bike Shelter and bathrooms, municipal building bathrooms,

I certify that I have read and understand the Village of Mount Horeb Ordinance 2006-17 An Ordinance To Require Street Use Permits, and agree to adhere to all of the rules and requirements outlined in the Ordinance and that all information provided on this application is true and correct.

Jessie Bedward

6.20.2022

Signature

Date

CHIEF OF POLICE: X ACCEPTED _____ DECLINED VILLAGE ADMINISTRATOR: _____ ACCEPTED _____ DECLINED

RECEIPT#: _____ LICENSE# _____

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: July 1, 2022 ending: June 30, 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of Mt. Horeb
☐ City of

County of Dane Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company Junk's Cafe, LLC Address of Corporation / Limited Liability Company (if different from licensed premises) 204 West Main St. Mt. Horeb, WI 53572

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Baker</u>	<u>Pamela</u>	<u>J.</u>	<u>212 Valley View Rd, Mt. Horeb, WI 53572</u>

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Woodruff</u>	<u>Eric</u>	<u>Allen</u>	<u>212 Valley View Rd, Mt. Horeb, WI 53572</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information:

1. Trade Name Junk's Cafe, LLC Business Phone Number 608-437-8922
2. Address of Premises 204 West Main Street Post Office & Zip Code Mt. Horeb, WI 53572
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

10 Tables, Dining area, Kept in Cooler

Applicant's Wisconsin Seller's Permit Number <u>456-1028163258-02</u>	
FEIN Number <u>46-2839951</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100.00</u>
☒ Class C wine	\$ <u>100.00</u>
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>5.00</u>
TOTAL FEE	\$ <u>205.00</u>

pd

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) BAKER, PAMELA J.	Title / Member Partner	Date 5-25-2022
Signature <i>Pamela J. Baker</i>	Phone Number 608-636-6569	Email Address pammustang68@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 6/01/2022	Date reported to council / board 7/06/22	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk <i>Alissa Haffner</i>

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☒ Village of Mt. Horeb County of Dane
☐ City

The undersigned duly authorized officer/member/manager of Funk's Cafe, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Funk's Cafe, LLC
(Trade Name)

located at 204 West Main Street, Mt. Horeb, WI 53572

appoints Pamela J. Baker
(Name of Appointed Agent)

212 Valley View Rd, Mt. Horeb, WI 53572
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 9 yrs.

Place of residence last year 212 Valley View Road, Mt. Horeb, WI 53572

For: Funk's Cafe, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: E. Woodbury
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, PAMELA J. Baker, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Pamela J. Baker 5-25-2022 Agent's age 64
(Signature of Agent) (Date)
212 Valley View Rd, Mt. Horeb, WI 53572 Date of birth 7-24-1957
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6-2-2022 by [Signature] Title Police Chief
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

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To the governing body of: ☐ Town ☒ Village of MOUNT HOREB County of DANE
☐ City

The undersigned duly authorized officer/member/manager of NOFF BISTRO 101 LLC / DBA BISTRO 101
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as BISTRO 101
(Trade Name)

located at 101 EAST MAIN STREET MOUNT HOREB, WI 53592

appoints MARK A. VALASKEY
(Name of Appointed Agent)
4235 GARFORD ROAD CROSS PLAINS, WI 53528
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

NOFF BISTRO 101 LLC

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 54 YEARS

Place of residence last year 4235 GARFORD RD CROSS PLAINS WI 53528

For: BISTRO 101
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, MARK A. VALASKEY, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] JUN 15TH 2002 Agent's age 54
(Signature of Agent) (Date)
4235 GARFORD ROAD CROSS PLAINS, WI 53528 Date of birth 12/11/1967
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

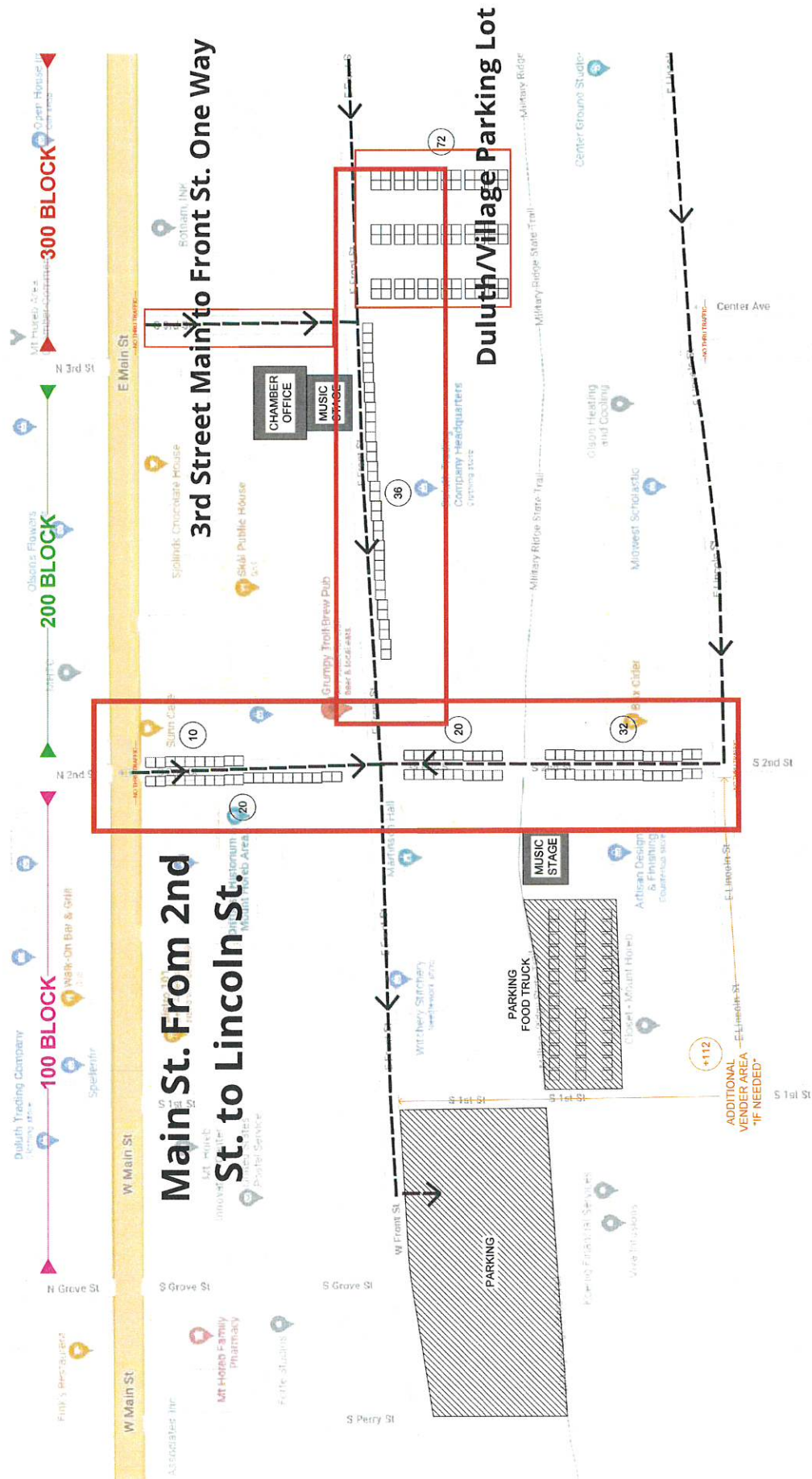
I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6-21-2002 by [Signature] Title Police Chief
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

**Premise Amendment for Alcohol License for Skai LLC, DBA
Skai Public House, located at 209 E. Main St., Suite H.
Mount Horeb, WI 53572:**

50'x40' dining and bar area, 40'x20' Private Dining Room, 20'x20' in the back of the building, 45'x18' area in Suite F, 20'x10' storage area, and 6'x8' walk-in cooler.

Temporary Premise extension: 16'x72' outdoor patio in alley West of building for 2022 Sreatery Program.



Retail Sales Agreement



AVI Systems Inc., 5201 Femrite Drive Madison, WI, 53718 | Phone: (608)221-8888, Fax: (608)221-9252

Proposal Number: 1095957

Prepared For: Mount Horeb, Village of
Attn: Diane Stojanovich

Proposal Date: June 28, 2022

Village Of Mount Horeb - Boardroom & Control
Room Upgrades

Prepared By: Shannon O'Reilly

Phone: (608)807-1859

Email: shannon.oreilly@avisystems.com

BILL TO

Attn: Diane Stojanovich

Mount Horeb, Village of

138 E Main St

Mount Horeb, WI, 53572

Phone: (608)437-6884

Email: diane.stojanovich@mounthorebwi.info

Customer Number: 4876

SITE

Attn: Diane Stojanovich

Village Of Mount Horeb

138 E Main St

Mount Horeb, WI, 53572

Phone: (608)437-6884 x113

Email: diane.stojanovich@mounthorebwi.info

PRODUCTS AND SERVICES SUMMARY

Equipment	\$70,041.33
Integration	\$39,454.00
PRO Support	\$7,665.00
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$117,160.33

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY:

The Boardroom and Control Room for Village of Mt. Horeb are located in separate rooms on the second floor of the Municipal Building. The Boardroom is a 20x30' space with a raised dais at the front, a side table, a presenter table facing the dais, and gallery seating. The Control Room is an adjacent space to the rear of the boardroom with a window and an entry door down the hall from the Boardroom's entry. The spaces are made up of presentation and broadcast systems that support the meetings that take place in the Boardroom as well as the creation and delivery of live and recorded content. Live channel playout is to local Public Access television (Mt. Horeb Telephone Co and Charter Spectrum), while the content is also live streamed via the Village's web streaming site and available on its VOD service.

Primary Use Cases:

- The Boardroom supports the following meeting types:
 - Village Board
 - Plan Commission/Historic Preservation Commission
 - Utility Commission
 - Finance/Personnel Committee
 - Public Safety Committee
- The local access channel and streaming/VOD service support District Sporting Events and the Talk of the Trollway program, both of which are prerecorded elsewhere.

B. SYSTEM DESCRIPTION:

Board Room

- **Displays:**
 - A 55" LCD display will be installed at the front of the room; on the wall behind the dais for viewing by the gallery or presenter. The display is sized such that a participant seated at the dais does not block viewing of the screen. However, it should be noted that the limited size of display that will fit in this area may be considered undersized for some detailed types of content.
 - Owner is to remove the existing filing trays and two acoustic panels prior to install. The wall mounted thermostat and phone may also need to be relocated prior to install by Owner. 120V AC power should be routed to behind the display location by Owner's electrical contractor.
 - The existing display on the side wall will be replaced with a new 65" LCD display on an articulating mount. This will continue to act as a board-facing display. The existing display, mount and soundbar will be removed and returned to Owner for reuse elsewhere or disposal.
 - A single-screen view containing meeting participants and shared content will be sent from the dedicated web conferencing PC to both displays.
- **Microphones/Audio System**
 - New desktop gooseneck microphones will be provided at the dais, side table, and presenter table. These microphones include mute buttons for users to momentarily disable them but will otherwise always be open. This eliminates the common issues with users forgetting to activate their microphones when speaking, thus not being heard by the remote web conference participants or the broadcast.
 - (14) total microphones will be provided – (10) at the dais, (2) at the side table and (2) at the presenter table. The cabling for the microphones will be routed through the existing surface mounted raceway to the control room. New over-floor raceway will be provided and installed for the microphone run from the presenter table to the dais.
 - Existing microphones and cabling will be returned to Owner for use as spares or disposal.
 - A new audio digital signal processor will be provided and installed in the control room equipment rack for automatic microphone mixing and all audio routing and processing. This processor includes acoustic echo cancellation (AEC) to ensure a high degree of audio quality sent to the remote web conference participants and to the broadcast.

- Existing audio mixer will be removed and returned to Owner for reuse elsewhere or disposal.
- (6) surface mounted speakers will be installed in the Board room for hearing remote web conference participants and for a small amount of voice lift. Two audio zones will be included, one for the gallery and one for the dais, to allow for separate levels of voice lift and remote participant audio in each zone. Speakers will be white and mounted horizontally to the vertical sides of the soffits. Cabling will be routed via white surface mounted raceway to the passthrough in the rear wall of the room into the Control Room.
- An assistive listening system will be installed per ADA guidelines to allow users with impaired hearing to participate in meetings. An RF wireless transmitter and (2) receivers with T-Coil hearing aid compatibility will be provided and include a mixture of web conference and microphone audio.
- **Sources**
 - A dedicated web conferencing PC is provided by Owner and located in the control room. This PC will have its output routed to the Tricaster via an OFE Newtek Spark NDI encoder so that it can be sent to the room displays for viewing of the remote participants and shared content. The OFE PC monitor will continue to be used, placed atop the desk, and fed by the loop output of the Spark.
 - (4) HDMI connections will be provided at the dais for ad hoc content sharing. These will be auto switched to the most recently connected device and the connection will feed an input on the Tricaster. This would allow for local presentation onto the room displays but would not be shared into the web conference. Any unused cabling and connections will be removed and returned to Owner for disposal.
- **Cameras**
 - (3) New 4KUHD/60p PTZ cameras will be installed to replace the existing cameras. These cameras will be set to operate at 1920x1080/60i with HD-SDI outputs and remote control via serial. Cabling will be routed via white surface mounted raceway to the passthrough in the rear wall of the room into the Control Room.
 - Camera placement may change from the existing locations pending further discussions.

Control Room

- **Production Switcher & Monitoring**
 - The Newtek Tricaster platform is very familiar to the current operator of the system and also offers an intuitive and user-friendly platform for bringing new operators online. For this reason, AVI recommends maintaining this platform.
 - The existing Tricaster 460 will remain in use.
 - Supports up to 1080/60i resolution.
 - Input capabilities include four external live inputs (HD-SDI, HD component, Y/C or Composite) and 2 NDI sources. 4 M/E buses.
 - Output capabilities include 2 HD-SDI and two analog (HD component, Y/C or Composite), 1 HDMI, 1 NDI, and multiple multiview and supplemental outs.
 - This existing switcher is considered to be within its usable lifespan and is adequate for supporting three HD PTZ cameras, an NDI input from the web conference PC, and HD titling and graphics.
 - The existing Newtek Tricaster control surface is considered to still be within its lifespan and has an intuitive layout with adequate controls for the average operator.
 - The existing LCD monitor for the switcher will be replaced with (2) new 32" LCD desktop displays, allowing the operator to have one monitor for multiview and one monitor for the Tricaster UI. The existing display will be returned to Owner for reuse elsewhere or disposal.
 - The existing television in the corner of the control room for monitoring off-air broadcast is assumed to be in good working order and will not be replaced, however it should be considered for replacement in the near future due to age.
 - The rack mounted monitors for Tricaster Out and Ultranexus Out will be replaced with higher resolution 16:9 capable monitors to support HD production. The new monitors will support monitoring the HD feeds from the Tricaster and the SD feed to the cable TV providers.
 - A 16x16 3G-SDI router will be installed to allow the operator to quickly route various sources to various destinations such as devices to the switcher inputs or video monitors, thus increasing flexibility during a production.
- **Playback and Record**

- The existing Leightronix Ultranexus HD and Incode X will be replaced as part of this project.
- A new Cablecast VIO-LITE-OMNI all-in-one server for cable broadcast, web streaming and video on demand (VOD) will be provided and installed in the rack. The new server provides the ability to play out scheduled shows and graphics via the built-in output, but also includes the ability to host a web streaming channel and video-on-demand (VOD) services. The streaming and VOD services are enabled by the Cablecast Reflect service which is a subscription service from Cablecast and is included in the price of this proposal for the first year. It can then be renewed annually if Owner desires. The proposal also includes a 5-year hardware manufacturer warranty (3 included with hardware, 2 additional purchased up-front) on the server and 5 years of software assurance. 5 hours of end user training to be performed by Cablecast are included in this proposal.
- The existing server and streaming encoder will be removed and returned to Owner.
- The server's Cablecast Automation software is used to schedule and control all aspects of the cable playout, recording, streaming and VOD services. This software is embedded in the unit and run via a web browser on an Owner PC with internet access.
 - The server contains 8TB of storage for video files.
 - Cablecast CG software is included for creating an information channel containing graphics, announcements, crawls, channel bugs and bug text, among others.
 - Includes HD-SDI playout and HD-SDI input for recording.
 - Generates an H.264 HLS adaptive bitrate stream that pairs with Cablecast Reflect to deliver content to the web.
 - Includes Cablecast commissioning assistance and End User Training (5 hours).
 - 5 years of Hardware Assurance and software maintenance is included in this proposal.
 - 1 year of Cablecast Reflect cloud-based service is included in this proposal. Cablecast Reflect caches Cablecast Live & VOD content in the cloud to meet bandwidth demands and provide smooth adaptive bit-rate playback on all devices. Cablecast Live and Cablecast VOD support both standard definition and high-definition content.
- **Web Conferencing connectivity**
 - The dedicated PC for hosting the web conference will be located in the control room. The output of this PC connects to the Tricaster via an OFE Newtek Spark NDI.
 - A new AV to USB bridging appliance will be included to allow HD video camera feed from the production switcher and audio from the microphones in the room to feed the web conference. Audio from the far end of the conference would be routed from this device into the Tricaster and the room speakers.
- **Camera Control**
 - A new joystick camera controller with preset recall will be provided and installed atop the desk in the control room, near the Tricaster control panel.
- **Audio system**
 - The new audio digital signal processor will be utilized to perform automatic microphone mixing and processing and will route the appropriate audio mix to the Tricaster. From here, the audio will be transmitted from the Tricaster outputs to the various recording and broadcast destinations.

User Orientation Scope

Included in every Project is our standard User Orientation. Specifically geared to the end-user, its purpose is to provide the necessary knowledge to confidently and comfortably operate the integrated system.

At AVI Systems, this is a critical element to the overall success of any project.

Our Orientation includes:

- **System Overview**
- **Basic User Operation**
 - Includes a one-page laminated Quick Start guide
 - Paper copies for all attendees
- **Review of Selected Pro Support Plan**
 - How to contact AVI Support
- **Electronic versions of:**

- Final User Orientation Guide
- All equipment manuals
- As-builts CAD drawings
- Manufacturer training documents or videos
- Delivered after training with any revisions noted

Our User Orientation will be scheduled approximately one week after final commissioning. Our **Client Advocate** will contact you to set a time and review the details. Training will be approximately one hour at your location. The Client Advocate will also contact you 30 – 45 days after Orientation to check progress and develop an action plan if needed.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.

- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

- See section B above.

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.

- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Entitlement	Definition	System Support	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u> Boardroom	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>
QB55B	SAMSUNG	55IN COMMERCIAL 4K UHD LED LCD MNTR DISPLAY 350 NIT	1	\$1,431.00	\$1,058.94	\$1,058.94
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount Large	1	\$384.00	\$226.56	\$226.56
FHB5147	CHIEF	HARDWARE KIT	1	\$16.50	\$9.74	\$9.74
QB65B	SAMSUNG	65IN Commercial 4K Display	1	\$1,671.00	\$1,236.54	\$1,236.54
TS525TU	CHIEF	THIN SWING ARM (LARGE)	1	\$711.00	\$419.49	\$419.49
FHB5147	CHIEF	HARDWARE KIT	1	\$16.50	\$9.74	\$9.74
VX3276-MHD	VIEWSONIC	32 1080P IPS MONITOR HDMI MNTR DISPLAYPORT VGA DUAL SPEAKERS	2	\$265.00	\$235.79	\$471.58
HD-PS401	CRESTRON	4x1 4K60 4:4:4 HDR Presentation System	1	\$3,520.00	\$1,936.00	\$1,936.00
HD-RX-101-C-E	CRESTRON	DM Lite ? HDMI® over CATx Receiver, Surface Mount	1	\$364.00	\$200.20	\$200.20
ES925C18/DS5	AUDIO-TECHNICA	Modular microphone system includes acardioid condenser microphone element, 15.08" gooseneck and 5-pi	14	\$423.00	\$338.40	\$4,737.60
CORE 510I CTO	QSC	Integrated Core with eight I/O card slots, 256 x 256 networked audio channels, dual redundant media	1	\$8,500.00	\$5,780.00	\$5,780.00
CIML4	QSC	Four channels of microphone / line-level analog audio input with 48V phantom power.	6	\$420.00	\$285.60	\$1,713.60
COL4	QSC	Four channels of balanced, line-level analog output.	2	\$375.00	\$255.00	\$510.00
SPA4-60-NA	QSC	Systems 1/2 RU 4 Channel ENERGY STAR amplifier/ Multichannel Operation 60 watts into 8ohm & 4ohm, Br	1	\$925.00	\$629.00	\$629.00
AD-S4T-WH	QSC	4.5" Two-way surface speaker, 70/100V transformer with 80 bypass, 120° conical DMT™ coverage, includ	6	\$209.00	\$150.48	\$902.88
LS-30-072	LISTEN	Listen iDSP Essentials Starter Stationar	1	\$899.00	\$656.27	\$656.27
AW-UE80WPJ	PANASONIC	4K/60P w/ SDI & HDMI; Full NDI; White	3	\$5,850.00	\$5,148.00	\$15,444.00
FEC-40WMW	PANASONIC	WALL MOUNT FOR HE40 & UE70 PTZS - WHITE	3	\$180.00	\$158.40	\$475.20
AW-RP150GJ5	PANASONIC	ADVANCED JOYSTICK CONTROLLER	1	\$4,700.00	\$4,136.00	\$4,136.00
KUMO-1616	AJA	KUMO 1616 16x16 SDI router	1	\$2,299.00	\$1,954.15	\$1,954.15
KUMO-CP	AJA	KUMO Control Panel	1	\$799.00	\$679.15	\$679.15

HA5-PLUS	AJA	HDMI to 3G-SDI Video and Audio	1	\$459.00	\$390.15	\$390.15
HI5-PLUS	AJA	3G-SDI to HDMI	2	\$459.00	\$390.15	\$780.30
TLM-170LR	DATAVIDEO	17.3" LCD monitor with 3G/HD-SDI and HDMI inputs. (7U Rack Mount with adjustable vertical tilt)	1	\$1,209.00	\$1,178.78	\$1,178.78
999-8240-000	VADDIO	AV Bridge Mini N/A	1	\$2,318.00	\$1,784.86	\$1,784.86
CBL-VIOLITE-OMNI	TIGHTROPE	Cablecast OMNICHANNEL video server, with SDI and HLS out - 8TB Storage	1	\$15,300.00	\$13,770.00	\$13,770.00
CBL-VIOLITE-OMNI-HA	TIGHTROPE	Hardware Assurance for CBL-VIOLITE-OMNI	2	\$1,530.00	\$1,377.00	\$2,754.00
CBL-REFLECT-BND	TIGHTROPE	Cablecast Reflect Live and Video on Demand Services	1	\$2,200.00	\$1,980.00	\$1,980.00
CBL-CO-PILOT-MONTHLY	TIGHTROPE	Cablecast Co-Pilot Service - Monthly	1	\$400.00	\$360.00	\$360.00
CBL-SAS-CH-1YR	TIGHTROPE	Cablecast Software Assurance for 1yr per channel (I/O)	8	\$400.00	\$360.00	\$2,880.00
OFRBC-8R	WIREMOLD	OFR BASE AND COVER	1	\$504.64	\$383.00	\$383.00
OFR10IW	WIREMOLD	OFR IN-WALL END FITTING	1	\$153.93	\$116.83	\$116.83
QSC-TRANSIT-SURCHARGE	QSC	QSC Transit Surcharge	1	\$0.00	\$476.77	\$476.77

Sub-Total: Boardroom**\$70,041.33****Integration**

Engineering & Drawings
 Project Management
 Programming
 On Site Integration
 Testing & Acceptance
 Integration Cables &
 Connectors

Sub-Total: Integration**\$39,454.00****Total:****\$109,495.33****PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$7,665.00	\$7,665.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

CONTRACT 22-103

BID DATE: June 22, 2022 BID TIME: 11:00 A.M.
VILLAGE OFFICE · 138 E. MAIN STREET · MT. HOREB, WI

MOUNT HOREB 2022 WATER MAIN REHABILITATION

PARK STREET (SECOND ST TO FOURTH ST)
SECOND STREET (FOREST ST TO DEAD END)
THIRD STREET (PARK ST TO FOREST ST)
OAK STREET (THIRD ST TO THOMPSON ST)
THOMPSON LANE (SPRINGDALE ST TO OAK ST)

MOUNT HOREB, WI

BIDDER'S NAME	ADDENDUM NO. 1	BID BOND	BASE BID AMOUNT		RANK
			Contractor's computed	Engineer's computed	
Rule Construction, Ltd	None	Yes	\$ 941,630.00	\$ 941,630.00	1
Speedway Sand & Gravel, Inc.	None	Yes	\$ 1,366,347.00	\$ 1,366,347.00	2

Reviewed and Approved By:



Robert S. Wright, PE
Village Engineer

SMITHGROUP

www.smithgroup.com

Client Village of Mount Horeb
Project **Mount Horeb 2022 Water Main Rehabilitation (CONTRACT 22-103)**
Project # 13665.001
Detail **Bid Tabulation (Rev. 1)**
Date 6/22/2022

					Rule Construction, Ltd 3696 State Road 23 Dodgeville, WI 53533		Speedway Sand & Gravel, Inc. 8500 Greenway Blvd Suite 202 Middleton, WI 53562	
Item	Description	Quantity	Unit		Unit Cost	Item Total	Unit Cost	Item Total
A Roadway								
1	Install 30" Concrete Curb & Gutter. Includes placement and compaction of salvaged pulverized pavement base to 12" behind curb & gutter. (Complete in place)	1,390	LF		\$ 55.00	\$ 76,450.00	\$ 27.65	\$ 38,433.50
2	Sawcut Butt Joint. (Complete in place)	4,050	LF		\$ 4.00	\$ 16,200.00	\$ 0.25	\$ 1,012.50
3	Install 4" Deep Bituminous Pavement. (2-1/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	1,950	SY		\$ 37.00	\$ 72,150.00	\$ 34.60	\$ 67,470.00
4	Remove Existing Concrete Apron and Replace with 6" Thick Concrete Drive Apron on 6" Deep Base Course. (Complete in place)	570	SF		\$ 15.00	\$ 8,550.00	\$ 10.85	\$ 6,184.50
5	Hydrant Curb Striping. (15 LF centered on hydrant, curb face and head, yellow) (Complete in place)	135	LF		\$ 18.00	\$ 2,430.00	\$ 17.50	\$ 2,362.50
6	Restoration	1	LS		\$ 34,000.00	\$ 34,000.00	\$ 16,800.00	\$ 16,800.00
7	Construction Staking and Layout	1	LS		\$ 16,000.00	\$ 16,000.00	\$ 4,850.00	\$ 4,850.00
8	Traffic Control	1	LS		\$ 9,500.00	\$ 9,500.00	\$ 5,500.00	\$ 5,500.00
9	Erosion Control	1	LS		\$ 4,500.00	\$ 4,500.00	\$ 7,475.00	\$ 7,475.00
B Water Main								
10	8-inch Ductile Iron Water Main (Complete in place)	2,500	LF		\$ 125.00	\$ 312,500.00	\$ 222.65	\$ 556,625.00
11	6-inch Ductile Iron Water Main (Complete in place)	150	LF		\$ 125.00	\$ 18,750.00	\$ 201.30	\$ 30,195.00
12	6-inch Gate Valve and Box (includes Gate Valve Adapter) (Complete in place)	4	EACH		\$ 3,200.00	\$ 12,800.00	\$ 2,750.00	\$ 11,000.00
13	8-inch Gate Valve and Box (includes Gate Valve Adapter) (Complete in place)	12	EACH		\$ 3,600.00	\$ 43,200.00	\$ 4,487.00	\$ 53,844.00
14	Install New Fire Hydrant with Auxiliary Valve (Complete in Place)	9	EACH		\$ 7,900.00	\$ 71,100.00	\$ 8,915.00	\$ 80,235.00
15	Connection to Existing Main (Complete in place)	11	EACH		\$ 4,500.00	\$ 49,500.00	\$ 3,975.00	\$ 43,725.00
16	Abandon Existing Water Main	1	LS		\$ 4,500.00	\$ 4,500.00	\$ 2,985.00	\$ 2,985.00
17	Replacement of Water Service (including tap, corporation, box, curb stop, and connections) (Complete in place)	34	EACH		\$ 1,800.00	\$ 61,200.00	\$ 4,283.00	\$ 145,622.00
18	Reconnection of Water Service (including tap, corporation, and connections) (Complete in place)	15	EACH		\$ 1,600.00	\$ 24,000.00	\$ 3,008.00	\$ 45,120.00
19	Type K Copper Water Service (Complete in place)	900	LF		\$ 65.00	\$ 58,500.00	\$ 106.16	\$ 95,544.00
20	Coordination with Private Plumbing Contractors (for reconnection to private lead services after copper replacement)	1	LS		\$ 5,000.00	\$ 5,000.00	\$ 1,300.00	\$ 1,300.00
21	Underground Utility Exploration (as requested by Engineer)	1	EACH		\$ 1,200.00	\$ 1,200.00	\$ 1,960.00	\$ 1,960.00
22	Rock Excavation	1,320	LF		\$ 30.00	\$ 39,600.00	\$ 112.20	\$ 148,104.00
Engineer's Total Computed Bid:					\$ 941,630.00		\$ 1,366,347.00	
Contractor's Total Computed Bid:					\$ 941,630.00		\$ 1,366,347.00	
					Rule Construction, Ltd 3696 State Road 23 Dodgeville, WI 53533		Speedway Sand & Gravel, Inc. 8500 Greenway Blvd Suite 202 Middleton, WI 53562	