



VILLAGE OF MOUNT HOREB

E. Main Street

Mount Horeb, WI 53572

Phone: (608) 437-6884 Fax: (608) 437-3190

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VILLAGE BOARD AGENDA Wednesday, February 1, 2023 at 7:00 PM

Municipal Building Board Room
138 E. Main Street
Mount Horeb, WI

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Roll call
- 4) Public Comments – non-agenda items
- 5) Consent Agenda
 - a. Consideration of January 4, 2023 Meeting Minutes
 - b. Consideration of January 4, 2023 Joint Village Board / School Board Meeting
 - c. Mount Horeb Municipal Court request to write off uncollectible forfeiture debt
- 6) Agenda Items
 - a. Consider Proclamation Acknowledging February as Career and Technical Education Month
 - b. Discuss/Consider Term Sheet for Recreation Complex Land Purchase
 - c. Consideration: Authorizing the Village Administrator and Village Engineer to advertise for 2023 Street Reconstruction Projects
- 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
 - m. Sustainability and Natural Resources Committee
- 8) Village President's report
 - 9) Village Administrator's report
 - 10) Village Clerk's report
 - 11) Meeting adjournment.
 - 12) Closed Session
 - a. Term Sheet on Purchase of Land for Recreation Facility: The Village Board may convene in closed session as authorized by Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Village Board may reconvene in open session and discuss and take action on the subject matter discussed in closed session.

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.

**VILLAGE OF MOUNT HOREB
VILLAGE BOARD MEETING MINUTES
JANUARY 4, 2023**

The Village Board met in regular session in-person in the Mount Horeb Community Center on the above date.

Call to Order/Roll Call: Village President Randy Littel called the meeting to order at 7:00pm. Present were Trustees Halverson, Czyzewski, White, Fendrick, and Scott. Trustee Gauger was absent. Also present were Administrator Nic Owen, Village Clerk Alyssa Gaffney, and Village Attorney Bryan Kleinmaier.

Public Comments: None

Consent Agenda: Scott moved, White seconded to approve the following consent agenda items: Minutes of December 7, 2022 Village Board meeting and Ordinance 2022-07, "CHANGING THE ZONING CLASSIFICATION OF 327 W MAIN STREET FROM R-2 TWO-FAMILY RESIDENTIAL TO MSB-MAIN STREET BUSINESS". Motion carried by unanimous voice vote.

Discussion/Consideration: Purchase of Meylor Land for Park Space: Owen explained this item. The board discussed doing an appraisal on the land. Czyzewski moved, Fendrick seconded to approve having an appraisal done on the land. Motion carried by unanimous voice vote.

Discussion/Consideration: Letter of Intent on Purchase of Land for Recreation Complex: Owen explained and gave details of the background of this item. Scott spoke on the results of the School District's survey that was presented at the joint meeting. Multiple audience members came forward to speak on the subject matter. Mike Laesch, Kurt Adler, Jerome Krantz, Kent Gilkes, Cody Lundquist, Sheri Almquist, and Tressa Proctor, Amberly Olson, and Kristin Gage spoke in support of the project. Peggy Zalucha spoke in opposition. Todd and Kolleen Nesheim registered in support. Project Organizer Terry Kurth spoke about the proposal. Village Attorney Bryan Kleinmaier explained the Letter of Intent. Littel moved, White seconded to approve the Letter of Intent, subject to final review by the Village Attorney and Administrator. Motion carried by unanimous voice vote.

Consideration: Village Membership with Sustain Dane: Owen explained this item. Scott moved, White seconded to approve a membership with Sustain Dane. Motion carried by unanimous voice vote.

Committee reports: All committee reports were given, with no action taken.

Village President's report: Littel thanked the Public Services crew for keeping the streets clean and safe.

Village Administrator's report: Owen did not have anything to report.

Village Clerk's report: Gaffney reported that there will be a Spring Primary election on February 21st for the Justice of Supreme Court race. She also stated there are two candidates running for Village Trustee and one candidate running for Village President. Both races will be on the April ballot.

Adjournment: Czyzewski moved, Fendrick seconded to adjourn the meeting at 8:48pm. Motion carried by unanimous voice vote.

Minutes by Alyssa Gaffney, Village Clerk

VILLAGE OF MOUNT HOREB
JOINT VILLAGE BOARD AND
MOUNT HOREB SCHOOL BOARD
WEDNESDAY, JANUARY 4, 2023

The Village Board and Mount Horeb School Board met jointly on the above date, in-person in special session.

Call to Order/Roll Call: Village President Randy Littel called the meeting to order at 5:30pm. Village Trustees present were Ryan Czyzewski, Cathy Scott, Tim White, Brett Halverson, and Jason Fendrick. Trustee Nate Gauger was absent. School Board members present were Diana Rothamer, Adam Mertz, Carly Fisher, Jessica Arrigoni, Rod Hise, Leah Lipska, and Jim Myers. Also present were Village Administrator Nic Owen, School Superintendent Dr. Steve Salerno, Village Clerk Alyssa Gaffney, and student representative from the School District Ethan Fenrick.

Approval of Agenda: Czyzewski moved, Scott seconded to approve the agenda. Motion carried by unanimous voice vote.

Potential Collaboration Between MHASD and Mount Horeb Village Regarding Community Athletic Complex:

-**Overview of 66.03 Agreements:** Owen and Salerno explained this item.

-**MHASD Capital Planning Survey Results:** Salerno presented the results of the MHASD Capital Planning Survey, and fielded questions from the Village Board members.

-**Discussion Germane to Potential Participation:** Owen and Salerno explained this item. Members of both boards gave their input.

Adjournment: There being no further business, Scott moved, White seconded to adjourn the joint meeting at 6:18pm.

Minutes by Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

February 1, 2023

PREPARED BY

Jean Culberson, Court Clerk

AGENDA ITEM # 5.c

Mount Horeb Municipal Court request to write off uncollectible forfeiture debt

BACKGROUND

The court is requesting the write off of amounts to be deemed uncollectable.

RECOMMENDATION

ATTACHMENTS

1. Court Documents For Finance Agenda 02 01 23
2. Resol 2023-01 Resolution Writing Off Uncollectible Municipal Court Forfeitures

Mount Horeb Municipal Court
Judge Joanne Morey

Finance & Personnel Committee Meeting
Wednesday, February 1 at 5:30pm

**The Mount Horeb Municipal Court is requesting writing off old uncollectible
Municipal Court Forfeitures.**

The Mount Horeb Municipal Court makes every attempt possible to collect unpaid forfeitures. The defendant may request a payment plan or poverty hearing and is warned of the 60-90 day professional collection process and a one-year driver's license suspension on traffic violations.

The Court contracts with the Department of Revenue (DOR) for collection. The DOR utilizes the following two programs for collection:

- State Debt Collection (SDC) for debt balances over \$100
The DOR attempts to resolve the debt with a voluntary pay plan, wage attachment (gamish wages), and/or a bank levy and other avenues.
- Tax Refund Intercept Program (TRIP) for debt balances over \$20
The DOR intercepts any WI tax refunds, lottery prizes and other avenues.

Per the attached DOR letter, all SDC debt deemed uncollectible and/or over 5 years is returned to the court. The returned debt is reviewed for submittal to TRIP or set aside for writing off. The Court is requesting writing off the following debt due to the age and uncollectible status.

SDC uncollectible debt: 2002-2015 \$11,479.02

TRIP uncollectible debt: 2002-2016 \$412.24

TOTAL: \$11,891.26

The DOR collection services are a tremendous aid to the Municipal Courts.

Mount Horeb Court debt collected by the DOR: SDC 2016-2022 \$ 96,656.00
TRIP 2015-2022 \$16,103.00

MHCourt

From: Dana Webber <dana.webber@wisconsin.gov>
Sent: Thursday, June 23, 2022 8:25 AM
To: MHCourt
Subject: June Return Files

For SDC Agencies:

The WI Department of Revenue (DOR) recently identified and corrected a technical issue where older debts remained active in our system after they were deemed uncollectible. Due to this fix, you may see a larger than normal number of returned debts on the June 2022 Return File as part of our fiscal year end processing.

Debts that have been certified to DOR SDC are regularly reviewed for collectability. Reasons a debt may be returned as uncollectible can include:

- No financial assets or wages available
- No recent credits or payments, active payment plans, or active involuntary collections
- Debtor may be indigent or in care and/or disabled with no possibility of future employment
- Debtor may be incarcerated for an extended amount of time
- DOR has previous, unsuccessful collections experience with the debtor

Feel free to submit these debts to DOR through the Tax Refund Intercept Program (TRIP), if applicable, to take advantage of any future refunds. These debts may not be referred back to DOR for collection via DOR State Debt Collection (SDC). Please let us know if you have any questions on this matter.

Thank you,

Dana Webber
Agency Collection Programs
Wisconsin Department of Revenue
608-264-0344
DORAgencyCollections@wisconsin.gov

We are committed to service excellence. Visit our survey at <https://www.surveymonkey.com/r/DORCUSTOMERSURVEY> to let me know how I am doing.

**VILLAGE OF MOUNT HOREB
RESOLUTION 2023-01**

**RESOLUTION WRITING OFF UNCOLLECTIBLE MUNICIPAL COURT
FORFEITURES**

WHEREAS, the Village has court forfeitures totaling \$11,891.26 for which the Village has made significant efforts to locate and collect from defendants.

AND WHEREAS, the forfeitures are deemed uncollectible by Professional Collection Services.

AND WHEREAS, the forfeitures are deemed uncollectible due to invalid driver's license, no social security number found or the forfeiture is below the minimum dollar amount.

BE IT HEREBY RESOLVED, that the balance of \$11,891.26 be written off as uncollectible.

Introduced and passed this 1st day of February, 2023.

Randy J Littel, Village President

ATTEST:

Alyssa Gross, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

February 1, 2023

PREPARED BY

AGENDA ITEM # 6.a

Consider Proclamation Acknowledging February as Career and Technical Education Month

BACKGROUND

Bart Leibfried, Technology and Engineering Instructor at Mount Horeb High School requested the Village consider a proclamation recognizing February as Career and Technical Education Month (CTE). CTE is one tool to help fill the gap in skilled labor in the work force and is something the Village, School and Chamber of Commerce have recognized as a priority in assisting our businesses to be competitive.

RECOMMENDATION

ATTACHMENTS

1. CTE Proclamation 2023



VILLAGE OF MOUNT HOREB CAREER AND TECHNICAL EDUCATION MONTH PROCLAMATION

Proclamation

Whereas, the Association for Career and Technical Education has designated February 1-28, 2023, as Career and Technical Education Month; and

Whereas, career and technical education increases graduation rates and improves academic performance through meaningful experiences, thus improving the quality of their education, engaging students, preparing them for careers and post-secondary education, and giving all students leadership opportunities in their fields and in their communities; and

Whereas, career and technical education programs provide Americans with a school-to-careers connection and are the backbone of a strong, well-educated workforce, which fosters productivity, innovation, and entrepreneurship, in business and industry and contributes to America's leadership in the global marketplace; and

Whereas, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

Whereas, the ever-increasing cooperative efforts of career and technical educators with business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade.

Therefore, be it resolved that, I, Randy Littel, Village President do hereby proclaim in the Village of Mount Horeb, February 1-28, 2023, as Career and Technical Education Month

DATED this 1st day of February, 2023.

Randy Littel, Village President



AGENDA ITEM REPORT

MEETING DATE

February 1, 2023

PREPARED BY

AGENDA ITEM # 6.b

Discuss/Consider Term Sheet for Recreation Complex Land Purchase

BACKGROUND

Since the last meeting when the term sheet was approved, there was a large change in circumstances surrounding the purchase. To keep the deal going and not lose momentum and the interest of the current land owner, Kurth made the decision to proceed with an offer to purchase two of the lots with an expiration date of March 15. Kurth's offer is using money donated by himself and others for the project. No Village money will be required for this purchase. Kurth would still like to partner with the Village and School district on the purchase of the remaining three lots from the agreement and the construction of a Recreation Complex.

I understand some trustees have questions about this change of plans and are unsure about wanting to continue with the project. I do not believe the purchase of the two lots is a reason not to move forward with the larger project. The end goal of the project is still the same; a recreation facility and play fields that benefit the community and school district. That's not to dismiss that there are still larger concerns regarding funding and operation and the site that still need to be answered, which is the goal of the term sheet.

We have essentially lost a month now without significant progress. Kristin Fish-Peterson and I have developed a plan to involve all parties in working through the remaining questions on the term sheet and, if we decide to keep moving forward, would like to get started as soon as possible to answer these questions.

RECOMMENDATION

ATTACHMENTS

1. Approved Term Sheet Agreement - Recreational Complex - Football Field 1.5.23

TERM SHEET FOR PURCHASE OF LAND
FOR USE AS A RECREATIONAL COMPLEX AND FOOTBALL FIELD

THIS TERM SHEET FOR PURCHASE OF LAND FOR USE AS A RECREATIONAL COMPLEX AND FOOTBALL FIELD (the “Term Sheet”) is entered into by and between Terry Kurth (“Kurth”), and the Village of Mount Horeb, Wisconsin (the “Village”), as of the date of the final signature hereto (the “Effective Date”).

RECITALS:

- A. County ID LLC (“County ID”) owns the following property located in Tax Incremental District No. 3 of the Village of Mount Horeb, Dane County, Wisconsin:
- (1) Lot 151 of the plat of North Cape Commons – First Addition (Parcel number: 157/0607-074-3511-1).
 - (2) Lot 152 of the plat of North Cape Commons – First Addition (Parcel number: 157/0607-074-3522-1).
 - (3) Lot 153 of the plat of North Cape Commons – First Addition (Parcel number: 157/0607-074-3533-1).
 - (4) Lot 157 of the plat of North Cape Commons – First Addition (Parcel number: 157/0607-074-3567-1.)
 - (5) Lot 2 of Certified Survey Map 13971 (Parcel number: 157/0607-074-4012-1).
- (hereinafter, the “Property”). The addresses for the Property include 1920, 1931, 1940, 1960, and 1980 Commerce Drive. The Property is approximately 11.618 acres.
- B. Kurth has secured an accepted offer to purchase for the Property (the “Offer to Purchase”), and that the Offer to Purchase allows Kurth to assign his rights in the Offer to Purchase to a third party, including, but not limited to, the Village.
- C. The purpose for acquiring the Property is to build a football field and recreational complex (the “Project”). Kurth is asking that the Village fund \$900,000 toward the purchase of the Property and \$300,000 toward development of the football field.
- D. This Term Sheet sets forth the basic terms and conditions upon which the Village and Kurth will work in good faith to acquire the Property for the Project, subject to the conditions and contingencies set forth in this Term Sheet.

TERM SHEET

1. Property Acquisition by the Village. The Village and Kurth agree and acknowledge that the purpose of this Term Sheet is to allow the Village to purchase the Property, with the contribution of funds from other parties, and for the Property to be developed by the Village and other parties for the Project, subject to the conditions and contingencies set forth in this Term Sheet. Each party’s respective obligation to proceed with the acquisition of the Property and development of the Project contemplated by this Term Sheet is conditioned

upon all conditions and contingencies set forth in this Term Sheet being satisfied on or before June 30, 2023.

For avoidance of doubt, to the extent any of the conditions or contingencies contained in Sections 2 through 7 below are not satisfied to the Village's satisfaction, in the exercise of its sole discretion, the Village shall not be obligated to proceed with the acquisition of the Property or to provide any funding for the acquisition of the Property by a third party.

2. Closing Date Extension. Kurth agrees to execute with County ID an extension to the closing date contained in the Offer to Purchase such that the closing on the Property shall occur on or before June 30, 2023 (the "Closing Date").
3. Property Information. The Village, if it so chooses and at its cost, must be able to obtain the following information from the Property:
 - (a) Appraisal of the Property.
 - (b) Inspection of the Property.
 - (c) Investigations, studies, testing, assessments and the like that the Village deems necessary or desirable, consistent with good commercial practice, as the Village continues to evaluate the suitability of the Property for the Project.

To the extent the Village exercises any rights under this Section 3, the Village agrees to indemnify, defend and hold Kurth harmless from and against claims, loss, damage or expense resulting from damage to property or injury or death to persons directly caused by actions of the Village and Village's agents at the Property. Further, the Village agrees to provide this same indemnification to County ID by separate agreement, if necessary. The Village agrees and understands that it may need to execute a separate agreement with County ID to allow for the information identified above to be obtained.

4. Assignment of Offer to Purchase. On or before the Closing Date, the Village and Kurth must execute an Assignment of Offer to Purchase that is satisfactory to both the Village and Kurth. The purchase price for the Property shall be no greater than \$1,897,796. For avoidance of doubt, the Village may require that County ID consent to the Assignment of Offer to Purchase, particularly if the Village seeks to modify or amend any terms or conditions contained in the Offer to Purchase.
5. Title Work for Property. Kurth has obtained, or shall obtain, from the Madison, Wisconsin office of Knight Barry Title Services, LLC (the "Title Company") a commitment ("Commitment") for a standard form ALTA owner's policy of title insurance, including gap coverage, for the Property in the amount of the purchase price naming the purchaser of the Property as the insured, showing all liens, encumbrances and other matters of record. The Village shall have the right to review the Commitment, including, but not limited to, any and all documents recorded on the Property, and to obtain any additional title work it deems necessary. To the extent the Village, in its sole discretion, determines that documents recorded on the Property, or any other information obtained from the Commitment, hinders or prevents the development of the Project, the Village shall not be

obligated to proceed with the acquisition of the Property.

6. Conditional Use Permit. Prior to June 30, 2023 or the Village's acquisition of the Property, whichever occurs earlier, a conditional use permit applicable to the Property shall be obtained expressly allowing the Property to be used for the Project.
7. Agreements related to the Property and the Project. Subject to the satisfaction of the Village, the following agreements shall be executed prior to June 30, 2023 or the Village's acquisition of the Property, whichever occurs earlier.
 - (a) *Funds for Acquisition*. An agreement between the Village and another party or parties, including, but not limited to, Kurth or the MHB Gridiron Club, Inc., that, among other things, requires that at least \$1,000,000 of non-Village money be deposited in an account to be used for the acquisition of the Property. As part of this agreement, the Village would agree to contribute up to \$900,000 toward the purchase of the Property, unless a lesser amount is agreed to as part of the agreement.
 - (b) *Football Field Construction*. An agreement between the Village and another party or parties, including, but not limited to, Kurth or the MHB Gridiron Club, Inc., that addresses the construction of the football field and the funds to be used for the construction of the football field. The parties agree and acknowledge that so long as Village funding is used to construct the football field, the construction must be publically bid pursuant to the Wisconsin Statutes. As part of this agreement, the Village would agree to contribute up to \$300,000 toward the construction of the football field, unless a lesser amount is agreed to as part of the agreement.
 - (c) *Operation, Maintenance, and Use of Football Field*. An agreement between the Village and another party or parties, including, but not limited to, Kurth or the MHB Gridiron Club, Inc., that addresses the operation, maintenance, and use of the football field, and costs related thereto.
 - (d) *Ownership of Property*. The Village and Kurth agree that while the Village may be the party that purchases the Property, funds other than Village funds will be used to purchase the Property. The Village and Kurth further agree that while they anticipate that the football field will be constructed shortly after the acquisition of the Property, the recreational complex anticipated to be part of the Project will not be constructed, if at all, until a later date. Thus, the Village and Kurth agree that an agreement between the Village and another party or parties, including, but not limited to, Kurth or the MHB Gridiron Club, Inc., must be executed to address issues associated with ownership of the Property, including, but not limited to, the potential resale of a portion of the Property if it is determined in the future that a recreational complex will not be constructed.
 - (e) *County ID TIF Agreements*. At closing, the Village and County ID agree to execute an agreement terminating the following agreements:

- (1) Agreement to Undertake Development in Tax Increment District No. 3 recorded April 27, 2004 as Document No. 3903253.
 - (2) First Amendment to Agreement recorded August 18, 2004 as Document No. 3956557.
 - (3) Second Amendment to Agreement recorded April 17, 2006 as Document No. 4181337.
 - (4) Any tax agreements associated with the agreements identified in (1) to (3) immediately above.
- (f) *Other Agreements.* Any other agreements that the Village deems necessary for its acquisition of the Property and its participation in the development of the Project, including, but not limited to, any agreements with County ID.

8. Notices. All notices or directions desired or required to be given under this Term Sheet shall be in writing and personally delivered, sent by commercial overnight delivery service, or via email and directed as follows:

If to Kurth:

If to Village:

Village of Mount Horeb
 1138 E. Main St.
 Mount Horeb, WI 53572
 Attn: Nicholas Owen
 Phone: 608.437.9409
 Email: Nic.Owen@mounthorebwi.info

Notices personally delivered shall be deemed received when given. Notices sent by email shall be deemed received when given, if prior to 5 PM, recipient's local time, on a business day, otherwise on the next occurring business day. Notices or demands sent by commercial overnight delivery shall be deemed received on the next business day following deposit.

9. Brokers. The Village represents and warrants that it has not retained the services of any real estate broker or agent in connection with the purchase of the Property. To the extent Kurth has retained the services of any real estate broker or agent in connection with the Property, Kurth agrees to indemnify and hold the Village harmless from and against any and all liability or damages, including costs and attorney's fees, resulting from any claim brought by any other real estate broker or agent for any real estate commission or finder's fee due, or alleged to be due, as the result of the actions of such person.
10. Adequacy of Consideration. The Village and Kurth agree that both parties will expend material sums of money in reliance on this Term Sheet, in connection with negotiating and executing this Term Sheet, conducting the due diligence activities contemplated by this

Term Sheet, and preparing for the closing. Both parties agree and acknowledge that they would not have executed this Term Sheet without the availability of the contingencies for due diligence activities described herein. The Village and Kurth agree that adequate consideration exists to support each of the party's obligations under this Term Sheet, and they each waive any and all rights to challenge the enforceability of this Term Sheet on the basis that any of the conditions or contingencies set forth herein are at the Village's or Kurth's sole discretion or that any of the agreements contained herein are illusory.

11. General Provisions.

- (a) *Entire Agreement.* This Term Sheet sets forth the entire agreement between the parties with respect to the subject matter hereof. All prior understandings between the parties concerning the acquisition of the Property, whether oral or written, are superseded by this Term Sheet and are of no further force or effect.
- (b) *Dates and Deadlines.* Unless otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.
- (c) *Modifications.* This Agreement may only be modified in writing signed by both the Village and Kurth.
- (d) *Further Assurances.* The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the closing date as shall be necessary or desirable to fully carry out the terms of this Term Sheet and to fully consummate the transaction contemplated hereby, subject to the conditions and contingencies set forth in this Term Sheet.
- (e) *Captions.* The captions at the beginning of the several paragraphs and subparagraphs, respectively, are for convenience in locating the context only, and are not part of the text.
- (f) *Governing Law.* This Term Sheet shall be interpreted in accordance with the laws of the State of Wisconsin without giving effect to principles of conflicts of law thereof.
- (g) *Counterparts; Facsimile.* This Term Sheet may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument. Signatures transmitted by facsimile or PDF by email shall be deemed to be original signatures for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Term Sheet as of the Effective Date.

TERRY KURTH

By: _____
Name: _____

Dated: _____

VILLAGE OF MOUNT HOREB

By: _____
Name: _____
Title: _____

Dated: _____



AGENDA ITEM REPORT

MEETING DATE

February 1, 2023

PREPARED BY

Denise Schwenn, Gov
Coord/Deputy Treas

AGENDA ITEM # 6.c

Consideration: Authorizing the Village Administrator and Village Engineer to advertise for 2023 Street Reconstruction Projects

BACKGROUND

From Public Works meeting - 2023 Street Construction Projects for Village Board approval; approval to begin advertising for bids.

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
February 1, 2023	
AGENDA ITEM # 7.b	
Community Development Authority	
BACKGROUND	
RECOMMENDATION	
ATTACHMENTS	
None	



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
February 1, 2023	
AGENDA ITEM # 7.m	
Sustainability and Natural Resources Committee	
BACKGROUND	
RECOMMENDATION	
ATTACHMENTS	
None	