



VILLAGE OF MOUNT HOREB

E. Main Street

Mount Horeb, WI 53572

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FINANCE AND PERSONNEL COMMITTEE AGENDA

Wednesday, April 5, 2023 at 5:30 PM

Municipal Building Board Room

138 E. Main Street

Mount Horeb, WI

- 1) Call to order
- 2) Agenda Items
 - a. Consideration of March 1, 2023 Meeting Minutes
 - b. Introduction of Human Resources Manager - Andrea Murleau - Personnel Report
 - c. Finance Director/Treasurer Update
 - d. 2023 Vendor Review of 2022 Activity - Department Head Responses
 - e. Lease Agreement Discussion
 - f. Update on Recreation Complex
 - g. Consider Additional Funding for Tennis/Pickle Ball Court Renovation
- 3) Future agenda items
- 4) 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.

**VILLAGE OF MOUNT HOREB
FINANCE/PERSONNEL COMMITTEE MINUTES
WEDNESDAY, MARCH 1, 2023**

The Finance/Personnel Committee met in regular session in-person on the date stated above.

Call to Order/Roll Call: Chair Scott called the meeting to order at 5:30pm. Present were Committee members Czyzewski, Hoffman, Jones, and Fendrick. Also present were Administrator Owen, Finance Director/Treasurer Stuessy, and Village Clerk Gaffney.

Scott stated the Recreation Complex discussion will be moved up to be the first item, due to time constraints.

Discussion on Financial Analysis of Recreation Complex: Owen explained this item. Kristen Fish-Peterson of Redevelopment Resources explained the financial analysis that has been done so far, and fielded questions from the committee.

Consider February 1, 2023 minutes: Czyzewski moved, Fendrick seconded to approve the minutes. Motion carried by unanimous voice vote.

Personnel Report: Stuessy gave an update on personnel changes.

Finance Director/Treasurer Update: Stuessy gave an update.

Update on posting full budget to website: Stuessy gave an update.

Streeter Program Discussion: Scott explained this item. Owen stated that the item could be revisited later to decide on details.

Discussion/Recommendation on Café Permit Fees: The committee discussed the details of café permits. Jones moved, Czyzewski seconded to make the new fee \$50 for a renewal, and \$100 for a new permit. Motion carried by unanimous voice vote.

Future agenda items: Update on state budget, pilot program, employee handbook, and rental income property information.

Adjourn: With no further business before the committee, Hoffman moved, Czyzewski seconded to adjourn the meeting at 6:46pm. Motion carried by unanimous voice vote.

Minutes by Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

April 5, 2023

PREPARED BY

AGENDA ITEM # 2.b

Introduction of Human Resources Manager - Andrea Murleau - Personnel Report

BACKGROUND

Personnel Report:

New Hires:

HR Manager – Andrea Murleau – Start Date 3.14.2023

Crewperson I – Dylan Bongard – Start Date 3.20.2023

Resignations:

NONE

Recruitment:

Sargent -failed search -Will recruit for a patrol officer

Employee Handbook Discussion – will have updates soon

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

April 5, 2023

PREPARED BY

Joan Stuessy, Finance Director
/ Treasurer

AGENDA ITEM # 2.c

Finance Director/Treasurer Update

BACKGROUND

Human Resources Onboarding

Lead Line Replacement Update

Year End Process-Audit Status

Electric Rate Case Update – PSC (first rate case since 2009)

Draft Revenue Requirements: Overall, PSC is allowing a \$573,574 increase or 8.16% (more than we requested).

Hopeful for public hearing in May

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

April 5, 2023

PREPARED BY

Denise Schwenn, Gov
Coord/Deputy Treas

AGENDA ITEM # 2.d

2023 Vendor Review of 2022 Activity - Department Head Responses

BACKGROUND

ANNUAL VENDOR REVIEW

Annually, a VENDORS TO REVIEW report is provided to Nic Owen.

This same list is converted to a multi-step process of further review by all Department Heads and reported to the Finance & Personnel Committee, (a) to satisfy accounting standards requiring us to report on all contracts held with vendors and customers who lease from us; and (b) for the purpose of ensuring we continue to receive the service and value most beneficial to the Village.

Vendor Review Criteria:

1. List all vendors paid in the year, with total spending (# vendors, \$ spent)
2. Filter list to only include those vendors totaling \$5,000+ (# vendors, \$ spent)
3. Filtered vendors to be reviewed, removing refund vendors, construction vendors for which bidding process was used, one-time purchase vendors, government bodies, loan payments, etc); create additional file tab labeled "\$5K+ Vendors to Ignore".
4. Remaining list of vendors to be reviewed by Department Heads, who will add notes/comments as needed for the file tab labeled "Summary – Action Vendors"
 1. This list will be reported to Finance & Personnel Committee in March
 2. Each Dept Head will receive a file with tabs sorted to reflect only the data affecting them, and will be asked to return completed details prior to established "SUMMER" date for timeline below.

Timeline for process:

EOY (after final check run): Prepare "YYYY Vendors to Review" file for Nic Owen

FEB: Prepare new data spreadsheets, steps 2-3 above

MAR: Review list given to F&P Committee and to Dept. Heads

SPRING: Follow up w/Dept. Heads, update notes sections

APRIL or MAY F&P Meeting: Provide updated notes to F&P Committee

RECOMMENDATION



AGENDA ITEM REPORT

ATTACHMENTS

1. 2023 Vendors to Review wDept Head Comments F&P Comm

Village of Mount Horeb / Mount Horeb Utilities
2023 Vendor Review Process
2022 Payment Year Is Under Review

103 # Vendors Listed
39 # due for 2023 review process
10 # new in 2023 list due to spending
3 # miscellaneous questions

							Dept Head Notes				
Vendor Name	Total 2019 Expense	Total 2020 Expense	Total 2021 Expense	Total 2022 Expense	Notes	Dept Head	Current agreement expires when? PROVIDE AGREEMENT TO AMY	Last negotiated when?	Recommendation for review: Frequency: When Next?	Notes	Reply Received
ANDERSON LAWN SERVICE LLC Total		12,495	14,040	2,825	mowing / snow removal					I did not use Anderson lawn care in 2022. I think the utilities did. Our mowing and snow removal contracts are three years. JG 2023	JG 2023
AQUACHEM OF AMERICA INC			4,355	5,868	polymer for biosolids	John Klein				Polymer provider. Still least expensive even with increasing prices. We stocked up in 2022 before a large price increase and will not order again until June 2023. JK 2023	JK 2023
AQUAFIX INC Total	2,140	3,781	3,104	3,939		John Klein			Annually	Aqua fix is a Madison company we have worked with for years and buy enzyme products for use as LS degreaser and cleaners. We do get prices from other companies to compare individual items.	JK 2023
AVI SYSTEMS INC	1,839			82,460	Cable TV equipment	Diane Stojanovich					ds 2023
AXON ENTERPRISE INC			6,628	6,243	Tasers/equip	Doug Vierck					DV 2023
B&B TRANSFORMER				73,070	Transformers	Jordan Schmitz				They are committed to just serving our area for transformers. Planning on using them for some time. JS 2023	JS 2023
BERGSTROM CHEVROLET OF MADISON INC				43,212	Vehicle purch/maint	Jeff Gorman					JG 2023
BJ ELECTRIC SUPPLY INC Total	55,187	81,981	91,123	20,348	Poles/Fixtures	Jordan Schmitz / Jeff Gorman			Every 3 years; 2023	Distributor for our street light poles, fixtures and other lighting needs	JG 2023 JS 2023
BYTEC RESOURCE MANAGEMENT INC Total	12,118	26,343	26,081	29,234	WWTP sludge Hauling	John Klein	12/31/2022	9/26/2018	Every 5 years; 2023	New 5yr contract was signed on October 2022, effective 2023. JK 2023	JK 2023
CARRICO AQUATIC RESOURCES INC Total	7,035	18,585	136,438	13,710	pool chemicals and support	Jeff Gorman	2019	2006	Every 2 years; 2023	Will review contract this year (2023). This contract is unique in that there are no other companies around that offer this type of service. JG 2023	JG 2023
CIVIC PLUS LLC				26,503	website	Nic Owen	2027	2022	2027	Signed 5 year agreement in 2022 for website and agenda management portal	NO 2023
CLASSY CLEANERS			92,278	88,817	cleaning service	Nic Owen	?	2021	When should this vendor be reviewed?	Formerly used Coverall North America	NO 2023
COMPLETE OFFICE OF WISCONSIN INC Total	71,020	5,866	17,921	8,216	Office supplies	Alyssa Gaffney	no contract		N/A, compare each purchase to others	Compare prices with Quill and Complete Office and choose the lowest	AG 2023
CORE & MAIN LP Total	122,811	67,817	87,080	238,387		Jordan Schmitz / Josh Hyndman	N/A		every 5 years; 2023	AMI vendor for electric and water meters. JS 2023 Water utility gets most of repair water main and water supplies from them. As well as water meters and readers. -JH 2023	JH 2023 JS 2023
CORE TECHNOLOGY CORPORATION Total	-	4,354	3,653	8,381	police tech	Doug Vierck	12/31/2023		6/1/2023 and every 3 years thereafter	The only other options are twice the cost up to \$150,000 for start up to change. They also provide free training on site once a year. DV 2023	DV 2023
CRACK FILLING SERVICE CORPORATION Total	32,500	38,000	53,000	75,000	street maintenance	Jeff Gorman			Annually	Annual bid-They do excellent work and are competitively priced.	JG 2023
DELUXE DISTRIBUTORS Total	6,783	8,292	3,026	3,454		John Klein			Annually	Wastewater does not purchase much from this vendor. JK 2023	JK 2023
DEPENDABLE LANDSCAPE & LAWN CARE LLC Total	17,823	11,420	15,420	233,608	lawn mowing/snow removal	Jeff Gorman	2019	2017	Every 3 years; 2023	2022 spending higher due to Lead Line Replacements	JG 2023
DITCH WITCH MIDWEST Total	4,490	3,181	17,976	10,549	equipment sales/service	Jordan Schmitz	N/A		as needed (when bidding done)	Trencher Maintenance	JS 2023
DUBUQUE HARDWOODS Total		5,500	8,925	15,000	Contractual svcs-recycling yard waste	Jeff Gorman / Nick Owen				I receive quotes from other vendors annually. I also talk to other communities to see who they use. JG 2023	JG 2023
ELECTRIC POWER SYSTEMS INTERNATIONAL INC			7,481	29,542	Transformers/subst testing	Jordan Schmitz				Working with them for yearly substation testing. Other companies are pricier than these guys right now. JS 2023	JS 2023
ENGINEERING FOR KIDS Total	8,375	-	6,565	11,260	Rec program	Jill Dudley	Fall 2019	January of 2019	Annually	Contracted program, 80%/20% split - JD 2023	JD 2023
FABICK POWER SYSTEMS Total	3,001	5,515	17,713	7,796	equipment sales/service	Jordan Schmitz / John Klein / Josh Hyndman	N/A		Every 3 years; 2023	Equipment repair Equipment repair/Backhoe-JS 2023	JS 2023
FEHR-GRAHAM & ASSOCIATES LLC Total	6,093	3,980	3,790	4,050	Safety training?	Jordan Schmitz / Jeff Gorman / Josh Hyndman / John Klein			Every 3 years; 2023	Water utility used them for yearly safety training. -JH 2023	JH 2023 JG 2023 JK 2023 JS 2023
FINKS CAFE LLC Total	19,380	16,692	10,746	5,964	Senior Center	Lynn Forshaug	N/A	Program began 3/1/2015	Funding is Reviewed Annually in November	Dane Cty determines amount received each year.	LF 2023
GENERAL COMMUNICATIONS INC Total	82,782	38,172	14,305	33,393	radios	Doug Vierck	N/A		Every 3 years 2023	When looking at repeaters last year, this was the only company in the area. They are the provider for DANECOM, our radio system. DV 2023	DV 2023

Vendor Name	Total 2019 Expense	Total 2020 Expense	Total 2021 Expense	Total 2022 Expense	Notes	Dept Head	Current agreement expires when? PROVIDE AGREEMENT TO AMY	Last negotiated when?	Recommendation for review: Frequency; When Next?	Notes	Reply Received
GORDON FLESCH COMPANY INC Total	23,468	20,862	21,534	15,367	copier	Alyssa Gaffney / Doug Vierck / Jessica Gretzinger /Lynn Forshaug	(JV) 5/3/2021, (LF) 9/1/2023, (JW) main agree-renews every year	(LF) 10/1/18, (JW) 12/31/16	(DV) every 5 years, 2026 (LF) every 4 years, 2023	Renegotiated with Gordon Flesch so we pay per click rather than a base rate in 2021. Back to almost pre-pandemic normal use and it's still cheaper than the former base rate we were paying. Excellent customer support and maintenance. (2/23 JG).	JG 2023 LF 2023
HAWKINS INC Total		10,771	5,861	6,497	phosporus removal chemicals	John Klein				Wastewater purchases Ferric Chloride. No one else will deliver such small amounts. JK 2023	JK 2023
INTEGRATED COMMUNICATION SERVICES Total		5,081	6,800	5,325	supplies	Jordan Schmitz / John Klein / Josh Hyndman				Know our procedure very well and priced right-JS 2023	JS 2023
JONES EXCAVATING SOLUTIONS, LLC Total			7,408	213,995		Josh Hyndman				2022 spending higher due to Lead Line Replacements John does our water main repair and service replacement work. -JH 2023	JH 2023
LEIGHTRONIX INC Total	5,771	15,194	4,776	6,071	Cable TV equipment	Diane Stojanovich				Spending will be based on upgrade needs	ds 2023
LV LABORATORIES LLC Total	5,157	7,133	3,285	6,411	Lab supplies?	John Klein				They are still charging less than the competition with free courier service. JK 2023	JK 2023
MADISON TRUCK EQUIPMENT INC Total	6,674	1,059		104,198	Plow repair	Jeff Gorman			every 3 years; 2022	2022 spending: Truck 51 Upfit	JG 2023
MIDDLETON MOTORS INC			142,409	79,571		Doug Vierck / Jeff Gorman			as needed (when bidding done) 2021	No comment; JG 2023 Included in state rates. Swithced from Kayser for ordering because they are quicker. DV 2023	JG 2023 DV 2023
MOUNT HOREB AUTO SUPPLY INC Total (NAPA)	4,957	6,774	5,287	6,904		Jordan Schmitz / Jeff Gorman / Josh Hyndman / John Klein	N/A		Annually	Water utility buys parts from them as needed. -JH 2023	JH 2023 JG 2023 JK 2023 JS 2023
MZ CONSTRUCTION INC				128,604	pump station improv	John Klein				They have the contract for the Brookwood LS project to be completed in April 2023. JK 2023	JK 2023
NEWS PUBLISHING CO INC OF MT HOREB Total	7,723	7,847	4,662	10,332	newspaper postings	Alyssa Gaffney	no contract			The only local paper	AG 2023
PAYNE & DOLAN INC Total	1,737	5,211	354,542	7,365	operating supplies	Jeff Gorman				One of two vendors that we purchase asphalt products from. (cold patch; hot patch; QPR) JG 2023	JG 2023 JH 2023
PREMIER COOPERATIVE Total	19,015	17,501	20,030	20,095	various supplies	Jordan Schmitz / Jeff Gorman / Josh Hyndman / John Klein		2022-elec.	Annually	tools,truck work-elec. Wastewater purchases items from all of the hardware stores in the village. JK Water uses when needing parts in a hurry. We also get day to day supplies from them. JH	JG 2023 JK 2023 JS 2023
QUILL CORPORATION Total	7,060	6,068	6,585	5,371	Office supplies	Alyssa Gaffney			N/A, compare each purchase to others	Compare prices with Quill and Complete Office and choose the lowest	AG 2023
REDEVELOPMENT RESOURCES LLC				11,306	Economic Dev Services	Nic Owen					NO 2023
SCOTT CONSTRUCTION INC Total			69,150	83,800		Jeff Gorman		2021		Low bidder for sealcoating-JG 2022	JG 2023
SHERWIN WILLIAMS Total	5,558	7,287	6,834	1,068	paint	Jeff Gorman			every 3 years; 2023	No contract. One of three vendors that we purchase traffic paint, athletic field paint and house paint from. JG 2023	JG 2023
SJ ELECTRIC SYSTEMS LLC Total			7,099	12,826	Electrical controls and pump, lift station repair. Commonly know as LW Allen. Name change for billing is fairly recent.	John Klein				This company(AKA LW Allen) is a Madison company that is the Rep for much of our equipment.	JK 2023
STRYKER SALES CORP -STRYKER MEDICAL			5,093	5,357	AEDS	Doug Vierck				Same company FD uses. We get the same equipment,single source vendor with State Rate. DV 2023	DV 2023
THE DETROIT SALT COMPANY Total	75,525	56,131	41,605	31,780	road salt	Jeff Gorman				WISDOT bid. We do not have to participate in the program, but we definitely save on costs for salt by doing so. JG 2023	JG 2023
UTILITY SALES AND SERVICE INC Total	4,113	76,507	154,748	5,188	truck maintenance	Jordan Schmitz	N/A		every 3 years; 2023	Truck Maintenance, also preferred vendor with WPPI	JS 2023
VANDEWALLE & ASSOCIATES INC Total	24,797	58,767	57,713	37,172	planning	Nic Owen	12/31/2019	2002?	None, if satisfied	Working on RFP, hope to have out by May-N.O. 2023	NO 2023
WASTE MANAGEMENT OF WISCONSIN INC Total	392,235	404,789	418,452	433,752	residential garbage	Jeff Gorman / Nic Owen	12/31/2023	2012	When nearing contract end; 2023	Will have to discuss with Nic when we want to start soliciting bids for the new contract. WM contract expires 12/31/23. JG 2023	JG 2023
WESTRUM LEAK DETECTION INC Total	4,200	4,200	4,200	8,000	water	John Klein / Josh Hyndman	2021	5/9/2016	every 5 years; 2023	Water utility uses Westrum for leak detection. They do a great job and I believe we have A 5 year contract with them. -JH 2023	JH 2023 JK 2023
WIS PARK & RECREATION ASSOCIATION INC Total	7,399	735	5,442	7,038	Rec tickets	Jill Dudley	End of 2019	January of 2019	None, if satisfied	Discount Tickets, same as previous years	JD 2023
WYSER ENGINEERING LLC Total	9,777	17,626	32,987	51,537	Surveying/Engineering	Nic Owen	N/A	12/5/2017	project basis	Continue to use, local, reasonable, responsive. NO 2023	NO 2023
Total - All Vendors to Review (103)	2,725,467	2,729,061	3,734,783	4,244,883							djs



AGENDA ITEM REPORT

MEETING DATE

April 5, 2023

PREPARED BY

Joan Stuessy, Finance Director
/ Treasurer

AGENDA ITEM # 2.e

Lease Agreement Discussion

BACKGROUND

See attached lease agreements. Lease income has been consistent for the past five years in all cases.

RECOMMENDATION

ATTACHMENTS

1. Lease Agreements-Village of Mount Horeb

FRIENDS OF THE NORSK \$600 per month

LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum (the "Addendum") is entered into as of August 6, 2021, by and between the Village of Mount Horeb, a Wisconsin municipal corporation (the "Village"), and the Friends of the Nork, Inc. (the "FOTN"), a 501(c)(3) tax-exempt organization.

RECITALS

- A. The Village and the FOTN executed a Lease Agreement dated June 30, 2016 that governs the lease and use of the premises at 2755 Golf Bowl Road (*i.e.*, the Norsk Golf Club).
- B. Pursuant to Section 2.3 of the Lease Agreement, the FOTN has provided notice to the Village of its intent to renew the Lease Agreement.
- C. The purpose of this Addendum is to address the terms and conditions of the FOTN's and the Village's renewal of the Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, and the mutual promises, obligations and benefits provided under this Addendum and the Lease Agreement, the receipt and adequacy of which are hereby acknowledged, the Village and the FOTN agree as follows:

- 1. Recitals. The representations and recitations set forth in the foregoing paragraphs are material to this Addendum and are hereby incorporated into and made a part of this Addendum as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Addendum.
- 2. Section 3.2. Section 3.2 of the Lease Agreement is hereby deleted and replaced with the following terms and conditions:

3.2 *Rent upon Renewal*. If the FOTN exercises its right to renew this Agreement pursuant to Section 2.3, the FOTN shall pay the following to the Village as rent for the Premises during the renewal term(s):

The base rate for rent shall be the greater of \$7,200 or 2% of gross annual sales, commencing January 1, 2022. Rent shall be paid year in twelve (12) equal installments of \$600 on the first of each month. The difference between \$7,200 and 2% of gross annual sales must be used for improvements to the building and grounds.

On or before March 31 of the subsequent year, the FOTN shall provide documentation to the Village identifying the gross sales for the previous year and documentation showing that the FOTN spent at least that difference on improvements to the building and grounds. If the FOTN did not spend at least the difference on improvements to the building and grounds, the FOTN shall pay the difference to the Village. The Village shall have the right, at its cost, to perform an independent audit of the FOTN's financials.

For each renewal year thereafter, the percentage of gross sales (*i.e.*, .2%) shall remain the same, but the fixed figure (\$7,200 in the first renewal year) shall increase based upon the average annual percentage change in the U.S. consumer price index for all urban consumers as determined by the U.S. Department of Labor for the 12-month period from October 1 to September 30 in the prior year.

3. Lease Agreement. Except as modified herein, the Lease Agreement shall be and remain in full force and effect.

[Signature pages follow]

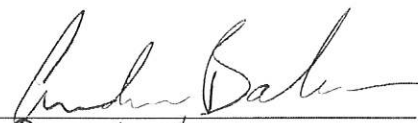
IN WITNESS WHEREOF, this Addendum has been made, executed, and delivered as of the date and year first set forth above.

VILLAGE OF MOUNT HOREB

By: 
Randy Littell, Village President

By: 
Alyssa Gaffney, Village Clerk

FRIENDS OF THE NORSE, INC.

By: 
President

By: _____

NICK ZANDER - ANNUAL \$3,094

CASH FARM LEASE

THIS CASH FARM LEASE is made on _____, __, 2022 by the Village of Mount Horeb ("Lessor") and the Nick Zander (Lessee). All references to "Lessee" shall refer to and include Lessee #1 and Lessee #2.

Lessor:	Mount Horeb Sewer Utility c/o Village Administrator 138 E. Main Street Mount Horeb, WI 53572
Lessee #1:	Nick Zander 9283 Windy Lane Mount Horeb, WI 53572

1. Lessor rents to Lessee #2 part of the premises identified as Field #3, and Field #4 on the attached map and is described as a 15.53 acre, and a 8.28 acre parcel on property formerly known as the "LaVold Farm" between Sand Rock Road and County JG south of Hwy 18/151.
2. Term – The term of this Lease shall be for a period starting on April 1, 2022 and continuing until midnight on November 15, 2022.
3. Rent – Lessee shall pay the Lessor \$3,094 at contract. Total rent paid from Lessee #2 to the Lessor for this contract shall be \$3,094.

All lease payments shall incur a \$5 per day late fee for each day balance due goes unpaid.

4. Utilities – The Lessor shall maintain the right to maintain all underground and overhead utilities on the site. Any crop loss as a result of this maintenance is at the risk of the Lessee and the Lessee's agree not to seek compensation from the Lessor.
5. Possession – If Lessor is unable to deliver possession of the Premises at the commencement of this lease, Lessor shall not be liable for any damages caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within thirty (30) days of the commencement of this lease.

6. Surrender of Premises – At the expiration or any termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as at commencement of the Lease. Any fertilizers or chemical conditioning used on the premises must receive written permission from the Lessor before application may occur.
7. Lessor has plans to convert Fields #2, #3 and #4 to a dog park in the future. Lessor has the right to terminate the Lease with 60 days advanced notice for any portion of the Premises needed for dog park.
8. Use – Lessee shall use the said fields for grazing of horses or for raising crops. It is expected that Lessee #2 submit a conservation plan to the Lessor explaining any crop rotations and necessary erosion control measures. Said conservation plan must also show tillage limits and be approved by the Village Administrator.
9. Alterations – It is expected and understood that Lessee will find it necessary to remove smaller trees and brush to generate pasture land and tillable acreage. Lessor agrees to permit the removal of said trees and brush to the extent necessary to reach the agreed upon field sizes referenced in paragraph one.
10. Right of Entry – Lessee shall permit Lessor and its agents to enter into and upon the premises at all times for any purpose.
11. Ordinances and Statutes – Lessee shall comply with all statutes, ordinances, and requirements of local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.
12. Indemnification of Lessor – Except for Lessor's gross negligence or willful misconduct, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Lessor in connection with such claim or litigation.

13. Insurance – Lessee shall at all times during the term of this Lease, keep in full force and effect a commercial general liability policy with policy limits not less than \$1,000,000.

14. Entire Agreement – This Lease sets forth all of the covenants, conditions and understandings between the Lessor and Lessee concerning the premises. No subsequent change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

Signed this __th Day of _____, 2022

Lessee: _____

Nick Zander

Lessor: _____

Nicholas W. Owen, Village Administrator

CENTER GROUND STUDIOS \$ 4,800 Annually
2 YEAR LEASE
COMMERCIAL LEASE

This Commercial Lease is made on July 1, 2017 by the **Village of Mount Horeb** ("Lessor") and **John Pahlas and Heidi Clayton, dba Center Ground Studios** ("Lessee").

1. Lessor rents to Lessee the premises situated in the Village of Mount Horeb, County of Dane, State of Wisconsin, consisting of an approximate 1,100 square foot plus building plus an additional approximate 600 square foot garage area located at 302 E. Lincoln Street.
2. Term – The term of this Lease shall be for two (2) years. The term shall commence at 12:01 a.m. on July 1, 2018 and shall end at 11:59 p.m. on June 30, 2020.
3. Rent – Lessee shall pay Lessor rent in the principal amount of \$1,200.00 every 3 months, plus interest on unpaid principal at an annual rate of 5 percent. Payments shall be made by the 7th of the month and are considered late as of the 8th of every month. A late penalty in the amount of \$25.00 shall be applied to any payment not received by Lessor as of the 8th of every month. All sums shall be paid to Lessor at Village Hall, 138 E. Main Street, Mount Horeb, WI 53572. Full or partial prepayment of rent is permitted at any time.
4. Utilities – Lessee is responsible for all utility services which include but are not necessarily limited to electric, natural gas, telephone, cable, trash, and wastewater.
5. Possession – If Lessor is unable to deliver possession of the Premises at the commencement of this Lease, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within thirty (30) days of the commencement of this Lease.
6. Surrender of Premises – At the expiration or any termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as at commencement of the Lease, except for ordinary wear and tear and any mutually agreed upon improvements or changes.
7. Use – Lessee's use of the Premises shall be limited to office purposes and inside storage or sales only – with an exception allowing for a vehicle and trailer to be continuously parked on the property if done so in a manner not inconsistent with Village ordinances. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Lessee shall not sell, permit to be kept, used or sold in or

about the Premises any item which may be prohibited by the standard form of fire insurance policy. Lessee shall not sublet the Premises.

8. Care and Maintenance of Premises – Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee further agrees to surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, plumbing, electrical, sidewalks, gutters, and downspouts, which shall be maintained by Lessor.
9. Alterations – Lessee shall not make any alterations, additions, or improvements in, to, or about the Premises without first obtaining the written consent of Lessor. Upon termination of the Lease, all fixtures and improvements shall be the property of Lessor.
10. Smoke-free Building – No smoking is allowed in the building and lessee agrees to comply with this term.
11. Right of Entry – Lessee shall permit Lessor and its agents to enter into and upon the Premises at all reasonable times and with reasonable notice for purposes of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any "for rent" or "for sale" signs and to permit persons desiring to lease or purchase the Premises to inspect the same.
12. Ordinances and Statutes – Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.
13. Indemnification of Lessor – Except for Lessor's gross negligence or willful misconduct, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Lessor in connection with such claim or litigation.
14. Insurance – Lessee shall at all times during the term of this Lease, keep in full force and effect a commercial general liability policy with policy limits not less than \$1,000,000.00. Lessee's policies shall name Lessor and Lessee as co-insureds. Lessee shall be solely responsible for carrying personal property insurance sufficient to cover the loss of all its personal

property located on the Premises. Lessee shall indemnify Lessor with respect to all claims arising under Lessee's use of the Premises. Lessor shall not be liable for any damage to or loss of property of Lessee or others located on the Premises. Lessee shall, with respect to any insurance coverage required in this Lease, furnish Lessor with certificates of insurance showing such compliance and stating that Lessor and Lessor's mortgagee will be notified in writing thirty (30) days prior to any cancellation, change or non-renewal of insurance.

15. Lessee's Default – An Event of Default will occur if Lessee fails or refuses to keep or perform any of the terms, covenants or conditions herein required of Lessee under this Lease.
16. Lessee's Right to Cure – Upon receiving Lessor's written notice of an Event of Default, Lessee shall have the right to cure such default within thirty (30) days, or if the default is of such nature that it cannot be completely cured within thirty (30) days, lessee may commence such curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default.
17. Lessor's Remedies - If Lessee does not cure, or commence curing an Event of Default within thirty (30) days, Lessor may terminate this Lease on not less than five (5) days written notice to Lessee. On the date specified in such notice the term of this Lease shall terminate and Lessee shall then surrender the premises to Lessor, subject to all other provisions in this Lease. If this Lease is terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove all persons and property from the Premises. In any Event of Default by Lessee, in addition to any other rights herein stated, Lessor shall be entitled to recover from Lessee all of Lessor's costs, expenses and actual attorneys' fees incurred in exercising Lessor's rights hereunder, including accrued rent from date of the Event of Default until Lessee surrenders possession of the Premises. No failure to enforce any term in this Lease shall be deemed a waiver. Nothing contained in this Lease shall exclude any other right or remedy allowed by law to Lessor.
18. Renewal – Parties agree to provide six (6) months written notice of intent to not renew the lease.
19. Notice – Any notice, consent, or other communication given pursuant to this Lease shall be in writing and shall be personally delivered or mailed to the addresses designated below, or any such other address as may be designated in writing. Notices shall be deemed effective when personally delivered or deposited in United States mail.

- a. Lessor: The Village of Mount Horeb
 Attn: Village Administrator
 138 East Main Street
 Mount Horeb, WI 53572-2138

- b. Lessee: John Pahas and Heidi Clayton
 dba Center Ground Studios
 302 E Lincoln Street
 Mount Horeb, WI 53572

20. Entire Agreement – This Lease sets forth all of the covenants, conditions and understandings between Lessor and Lessee concerning the Premises. No subsequent change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each party.

Signed this ____ day of _____, 2017.

_____ Nicholas Owen, Village Administrator	_____ John Pahas, Center Ground Studios
	_____ Heidi Clayton, Center Ground Studios

Attest: _____
Alyssa Gross, Village Clerk



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
April 5, 2023	
AGENDA ITEM # 2.f	
Update on Recreation Complex	
BACKGROUND	
RECOMMENDATION	
ATTACHMENTS	
None	



AGENDA ITEM REPORT

MEETING DATE

April 5, 2023

PREPARED BY

AGENDA ITEM # 2.g

Consider Additional Funding for Tennis/Pickle Ball Court Renovation

BACKGROUND

The bid for reconstruction of the tennis courts at Viking Park came in higher than budgeted. The initial estimate for the project was \$200,000 and the bid received was \$280,000. Viking Park is shared property between the Village and the School District, and major costs such as this are generally split 50/50. One of the items of the project, adding color to the court surface, will not be able to be completed until 2023 due to scheduling. The Village had budgeted \$100,000 for the project and has designated an additional \$100,000 of ARPA funds to cover the school's half if they could not fund the repairs. The district has indicated they cannot afford half of the repairs and would like to use the \$250,000 they spent on radio repeaters at the High School to improve radio signals for our police officers when responding to calls inside the building as their match.

The PRF committee reviewed the costs and are recommending the use of \$50,000 from the Park Development fund that was designated for upgraded equipment which has been delayed and request the Mount Horeb Pickle Ball association fundraise for the additional \$30,000. The \$30,000 will be designated to the court coloring so the rest of the project can move forward this year.

RECOMMENDATION

ATTACHMENTS

1. Tennis Ct bid Parisi 3.10.23

DOCUMENT 005000

BID FORM

SUBMITTED BY:

Company: Parisi Construction, LLC
Address: 508 South Nine Mound Road Verona, WI 53593
Estimator: Jeremy Hillebrand
Phone Number: 608-712-4155

SUBMITTED TO:

Mr. Jeff Gorman
Public Services Director
Village of Mount Horeb
Municipal Building
138 E. Main Street
Mount Horeb, WI 53572

FOR:

2023 Tennis/Pickleball Court Reconstruction
Mount Horeb Middle School
Mount Horeb, WI

PROJECT NO.:

23 - 010

OWNER:

Village of Mount Horeb
Municipal Building
138 E. Main Street
Mount Horeb, WI 53572

The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Proposals, Instructions to Bidders, and Plans on file in the office of FKT&SS, LLC in accordance with the provisions thereof, hereby proposes to furnish all labor, materials, and equipment necessary for:

Acknowledgement of Addenda:

Addendum # _____ Date Received: _____
Addendum # _____ Date Received: _____

BASE PROPOSAL: Includes pulverizing of the old court, removal of fence fabric, base, asphalt binder, asphalt surface course, re-install fence fabric and new divider fences,

net posts, control joints, Armor, apply 4 coat color system, striping and landscaping for the sum of:

Two-hundred eighty thousand dollars

\$ 280,000.00

ALTERNATE BID #1: Add to the base bid the cost of extending the pickleball court area to the north, additional fencing, and walk changes for the sum of:

Thirty-seven thousand dollars

\$ 37,000.00

ALTERNATE BID #2: Add to the base bid the cost of additional line posts, 8 x 12' Bakko Slim Line back board and installation for the sum of:

Twelve thousand dollars

\$ 12,000.00

UNIT PRICES

A. All unit prices, where applicable, shall include the removal and disposal of existing materials.

1. Unit Price One: Provide a unit price for the excavation and replacement of any soft areas. Price includes removal of soft soils, fabric, placement and compaction of new base in 6" lifts. Price will be determined by surface area in square yards times depth in yards.

\$ 50.00
per cubic yard

In submitting this proposal, it is understood that the right is reserved by the Owner to reject any and all proposals and it is agreed that this proposal may not be withdrawn for a period of 60 days after the date of the opening. The Owner reserves the right to accept any or all proposals items regardless of the order listed. It is the Owner's intent to award the contract to one Contractor.

All Addenda shall become part of the proposal and the work, and shall be acknowledged above in the spaces provided.

A proposal shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the proposal. The person signing the proposal shall also file a certificate with the proposal explaining the correction of the alteration or erasure.

If a Corporation, what is the State of Incorporation?: Wisconsin

If a Partnership, state full name of all co-partners: _____

OFFICIAL ADDRESS

508 S Nine Mound Rd
Verona, WI 53593

FIRM NAME

Parisi Construction, LLC
By Bob Endres 
Title President
By _____
Title _____

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR BID

PROJECT TITLE: Mount Horeb Middle School Tennis/Pickleball Court Construction

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company)	Street address, city and state where company home office is located
Tri-County Paving	7579 S. Meixner Rd DeForest, WI
Century Fence	1300 Hickory St Pewaukee, WI
Holbrook Court Services	7528 Tower Dr West Bend, WI

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PARISI CONSTRUCTION, LLC
508 S. Nine Mound Road
Verona, WI 53593

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

VILLAGE OF MOUNT HOREB

138 E. Main Street, Mount Horeb, WI 53572

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

2023 Tennis/Pickleball Court Reconstruction Mount Horeb Middle School

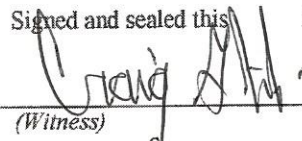
Project Number, if any:

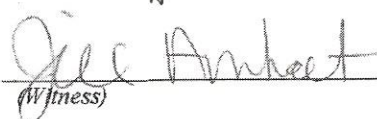
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February, 2023


(Witness)


(Witness)

PARISI CONSTRUCTION, LLC

(Principal)

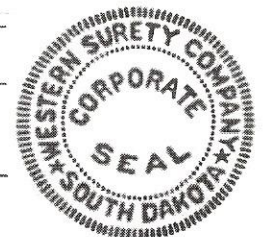
(Title)

WESTERN SURETY COMPANY

(Surety)

(Title)

Trudy A. Szalewski, Attorney in Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of Feb 2023



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.