



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

COMMUNITY DEVELOPMENT AUTHORITY AGENDA

Wednesday, April 12, 2023 at 5:00 PM

Municipal Building Board Room

138 E. Main Street

Mount Horeb, WI

- 1) Call to order
- 2) Consent Agenda
 - a. Consideration of March 8, 2023 Meeting Minutes
 - b. Economic Development Director's report
 - c. Mount Horeb Area School District report
 - d. Mount Horeb Area Chamber of Commerce report
 - e. Update on Comprehensive Plan progress
- 3) Agenda Items
 - a. Economic Development Topic 6; Impact of Downtown Redevelopment
 - b. Recommendation: Residential Exterior Improvement Program Awards
 - c. Recommendation on Facade and Building Improvement Grant
Application: Botham Investments, 305 E Main Street
- 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.



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
April 12, 2023	
AGENDA ITEM # 2.a	
Consideration of March 8, 2023 Meeting Minutes	
BACKGROUND	
RECOMMENDATION	
ATTACHMENTS	
None	

April 9, 2023,

To: Community Development Authority

From: Kristen Fish-Peterson, Economic Development Contracted Staff

Re: Report on work to date

What follows is a list of activities to date:

1. Meetings in person and virtual
 - a. Nic Owen individually (in person, phone and emails)
 - b. Department head/staff meeting
 - c. Village Board and Finance Committee meetings
 - d. Rec Center Study Commission meeting
 - e. Emails, virtual meetings and phone calls with two potential new businesses looking for a location in Mount Horeb
 - f. Chamber of Commerce Board of Directors
 - g. Chamber Business Advocacy Committee meeting
 - h. Good Morning Mount Horeb
 - i. Development team meeting with Steve Brown Apartments
 - j. Emails and phone calls with concerned stakeholders regarding rec center project
 - k. Meeting with Nic and property owner re: land for Village expansion
 - l. Meeting with Chamber Exec and organization called Make My Move (recruiting new residents to communities)
 - m. Meeting with MSA representative re: future plan for Grandma Foster Park
 - n. Retention calls on six downtown businesses
 - o. Outreach to property owners in Downtown (for possible future transition)
 - p. Outreach to residential developers for their interest in Mount Horeb
2. Research
 - a. Further researched economic impact and comparable rec centers
 - b. Continued research for land in Towns surrounding Mount Horeb for possible expansion/business park
3. Presentation prep
 - a. Preparation of training segment and reporting for CDA
4. Continuing to work on organizational structure report for Mount Horeb Economic Development



Board of Education Recap

Resumen de la Junta de Educación

March 21, 2023

Vikings, in what is becoming an annual tradition, the Board of Education took time to celebrate our high school students' artistry. Recently, the high school art department, led by **Mrs. Anna King** and **Ms. Dana Showers**, hosted an art show at the *Driftless Historium*. [Pictures of each piece may be found here](#). The Board of Education and members of the District's Senior Leadership Team attended the show and selected several items that resonated with them. Those students were kind enough to join the Board on Monday night to share what inspired their work. The following students were honored:

Student	Name of Piece
Brinna Retzlaff	Face
Riley Schellpfeffer	Ronnie
Delaina Nicewander	Mac Miller
Samantha VanDomelen	Sunset
Siobhan Mertz	Clouded
Grace Osterholz	Inspired
Isabelle Sieber	Untitled
Jenna Clark	Speak Up
Lanee Scrivner	Dear Ana Letter
Grace Osterholz	Pastels
Malana Voeller	Untitled - David Bowie
Sydney Alcorn	Chains



Other highlights of last night's meeting included:

- a discussion about this summer's classes. The program will run during the periods of June 19-30 and July 17-28 at the Intermediate Center. We are pleased that we will continue to offer enrichment courses, in addition to our normal "skills booster" courses. There are no course fees for participation this year; however, regular attendance is expected. For a full list of opportunities, [please click this link](#). Classes open to the general public on Tuesday, April 4.
- an update to the community engagement session the District held in December. At that time, community members assisted school leaders with [this document](#) designed to define our responses to discriminatory student actions, behaviors, and language. The goal in our response is threefold: to educate, correct behaviors, and coach restorative behaviors. Using a progressive approach, there will be times when behaviors are so injurious to others/the school community that punishment should also be implemented. The matrices on the second page of the document helps to understand that progression while considering the age of the offending individual. Our next step is to further educate our students and staff about this so that we all can take further ownership for our school culture.



Board of Education Recap

Resumen de la Junta de Educación

Well, I believe that wraps up this edition of the “Recap.” Are you traveling this spring break? If so, please make wonderful, lasting memories with your loved ones. We look forward to your safe return on April 3!

I am proud to be a Viking, and I hope you are too!



Snow Day Make Up

On **Friday, April 7**, we will follow an early release schedule. This will make up for one of the full days lost earlier this winter.

There will not be an Early Release day on **Monday, May 8**. This will make up for March 10's late start.



Board of Education Recap

Resumen de la Junta de Educación

21 de marzo de 2023

Vikingos, en lo que se está convirtiendo en una tradición anual, la Junta de Educación se tomó el tiempo para celebrar el arte de nuestros estudiantes de secundaria. Recientemente, el departamento de arte de la escuela secundaria, dirigido por la **Sra. Anna King** y la **Sra. Dana Showers**, organizó una exhibición de arte en el *Driftless Historium*. [Las imágenes de cada pieza se pueden encontrar aquí](#). La Junta de Educación y los miembros del Equipo de Liderazgo Superior del Distrito asistieron al espectáculo y seleccionaron varios elementos que resonaron con ellos. Esos estudiantes tuvieron la amabilidad de unirse a la Junta el lunes por la noche para compartir lo que inspiró su trabajo. Los siguientes estudiantes fueron homenajeados:

Alumno	Nombre de la pieza
Brinna Retzlaff	Face
Riley Schellpfeffer	Ronnie
Delaina Nicewander	Mac Miller
Samantha VanDomelen	Sunset
Siobhan Mertz	Clouded
Grace Osterholz	Inspired
Isabelle Sieber	Untitled
Jenna Clark	Speak Up
Lanee Scrivner	Dear Ana Letter
Grace Osterholz	Pastels
Malana Voeller	Untitled - David Bowie
Sydney Alcorn	Chains



Otros aspectos destacados de la reunión de anoche incluyeron:

- una discusión sobre las clases de este verano. El programa se desarrollará durante los períodos del 19 al 30 de junio y del 17 al 28 de julio en el Centro Intermedio. Nos complace que continuaremos ofreciendo cursos de enriquecimiento, además de nuestros cursos normales de "refuerzo de habilidades". No hay cuotas de curso para participar este año; sin embargo, se espera una asistencia regular. Para una lista completa de oportunidades, [por favor haga clic en este enlace](#). Clases abiertas al público en general el martes 4 de abril.
- una actualización de la sesión de participación comunitaria que el Distrito llevó a cabo en diciembre. En ese momento, los miembros de la comunidad ayudaron a los líderes escolares con [este documento](#) diseñado para definir nuestras respuestas a las acciones, comportamientos y lenguaje discriminatorio de los estudiantes. El objetivo de nuestra respuesta es triple: educar, corregir comportamientos y entrenar comportamientos restaurativos. Usando un enfoque progresivo, habrá momentos en que los comportamientos sean tan perjudiciales para los demás/la comunidad escolar que también se debe implementar un castigo. Las matrices en la segunda página del documento ayudan a comprender esa progresión al considerar la edad del individuo



Board of Education Recap

Resumen de la Junta de Educación

infractor. Nuestro próximo paso es educar más a nuestros estudiantes y al personal sobre esto para que todos podamos asumir más responsabilidad por nuestra cultura escolar.

Bueno, creo que eso concluye esta edición del “Resumen”. ¿Vas a viajar estas vacaciones de primavera? Si es así, cree recuerdos maravillosos y duraderos con sus seres queridos. ¡Esperamos su regreso seguro el 3 de abril!

Estoy orgulloso de ser vikingo, y espero que tú también.



Snow Day Make Up

El **viernes 7 de abril** seguiremos un horario de salida anticipada. Esto compensará uno de los días completos perdidos a principios de este invierno.

No habrá un día de Salida Temprana el **lunes 8 de mayo**. Esto compensará el comienzo tardío del 10 de marzo.



AGENDA ITEM REPORT

MEETING DATE

April 12, 2023

PREPARED BY

AGENDA ITEM # 3.a

Economic Development Topic 6; Impact of Downtown Redevelopment

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. Topic 6 Economic Impact of Downtown Redevelopment



Economic Impact of Downtown Redevelopment

Village of Mount Horeb
April 2023

Example: 63- unit Apartment Building

- Direct Economic Impact
 - Initial construction = \$15+ million
- Fiscal Impact
 - Property taxes = \$236,250 annually
- Indirect Impact
 - Approximately \$2.6 million
- Induced Impact
 - Approximately \$375,000

TOTAL IMPACT = \$18,211,250 +

BUILDING ELEVATIONS



1 NORTH ELEVATION
SCALE: N.T.S.



2 SOUTH ELEVATION
SCALE: N.T.S.

brownhouse
ARCHITECTURE • INTERIOR DESIGN
202 W. Gorham St., Madison, WI 53703
Tel: 608-663-5100
www.brownhousedesigns.com

Steve BROWN
APARTMENTS
120 W. Gorham St.
Madison, WI 53703
Tel: 608-255-7100
www.stevebrownapts.com

FRONT STREET STATION
STEVE BROWN APARTMENTS
MT. HOREB, WI

04/07/2023
GDP
PAGE 14



1 WEST ELEVATION
SCALE: N.T.S.



2 EAST ELEVATION
SCALE: N.T.S.

RENDERINGS



1 STREET VIEW - LOOKING EAST DOWN FRONT STRRET.
SCALE: N.T.S.

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MT. HOREB, WI

04/07/2023
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Example: Single property rehab

Several single buildings (houses + commercial) need attention in downtown Mount Horeb

- \$120,000 - \$250,000 current value

Direct impact

- Rehab of buildings = \$10,000-\$300,000 x 5-8
 - Paint, windows, doors, siding, brick work, roofing

Indirect impact

- Retail spending = revenue from customers, \$750,000

Induced impact

- Spending of suppliers, employees, service providers = \$585,000 +
- TOTAL IMPACT = \$2.885 million+

Opportunities Abound



- Significant focus (attention) by the Village/CDA will serve as a catalyst to entice others to invest
- Once the flywheel is in motion, it will pick up speed and more investors will want to participate
- Exponential increases in property value will be realized with serious investment, and common goals.



AGENDA ITEM REPORT

MEETING DATE

April 12, 2023

PREPARED BY

AGENDA ITEM # 3.b

Recommendation: Residential Exterior Improvement Program Awards

BACKGROUND

Kristen Flsh-Peterson has prepared the attached spreadsheet summarizing the requests and we will bring additional information on the projects to the meeting to help with consideration.

RECOMMENDATION

ATTACHMENTS

1. Copy of Residential Exterior Improvement Program April 2023
2. Final Residential Exterior Improvement Program 01012023

Mount Horeb Residential Exterior Improvement Program

Date Submitted	Applicant	Address	In Program Zone	Value	Date Acquired	Description of Project	Project Cost (low bid)	Grant Request
3/13/2023	Constance and Matthew Nankee	306 Forest Street	yes	\$ 252,100	2009	Exterior paining	\$ 8,722	\$ 4,461
3/22/2023	Ellen and Peter Walton	418 Lake Street	yes	\$ 204,300	2019*	Replacement of cracked and sunken driveway and adjoining sidewalks	\$ 9,825	\$ 4,913
3/27/2023	Jeanne K Wright	200 N. 4th Street	yes	\$ 168,500	2012	Painting and associated repair and replacement of rotted wood	\$ 3,350	\$ 1,675
3/29/2023	Brad Delwiche	510 Green Street	yes	\$ 269,000	2017	Replacement of buckling, cracked, and crumbling concrete driveway with asphalt	\$ 6,900	\$ 3,450
3/30/2023	Ward Hammond/Patty Schlafer	210 Lake Street**	yes	\$ 171,000	1996	Pave shared driveway and replace retaining wall, add new steps	\$ 14,500	\$ 5,000
3/31/2023	Kyle and Caitlin Frisch	305 S. 5th Street	yes	\$ 165,000	2017	Replacement of five upper story windows on house, replace garage roof and repair interior wood areas	\$ 7,450	\$ 3,725
4/3/2023	Matthew Caygill/Melissa Clark	316 W. Main Street	yes	\$ 210,000	2015	Adding stone veneers to unfinished surfaces on exterior of home	\$ 16,025	\$ 5,000
4/5/2023	Kim Wedberg	212 Lake Street**	yes	\$ 225,000	1996	paving gravel driveway	\$ 4,800	\$ 2,400
4/7/2023	Jed Tank/Maggie Milcarek	209 S. 2nd Street	yes	\$ 310,000	2017	New roof and gutters	\$ 21,314	\$ 5,000
							\$ 92,886	\$ 35,624

*applicant has not been in home five years according to grant criteria

**share a driveway

RESIDENTIAL EXTERIOR IMPROVEMENT PROGRAM

PURPOSE

The Village Board has authorized the creation of the Residential Exterior Improvement Program, (program). The purpose of the program is to encourage the upkeep and appearance of owner-occupied residential homes, as well as mitigate the presence of blighted properties, within the residential districts of the community.

The program provides matching grants up to \$5,000 for projects that will help maintain and enhance the overall attractiveness and vitality of residential districts that is consistent with community expectations and neighborhood preservation; as well as removing blighting influences, which can diminish property values in and around the subject residence. The program is intended to provide financial assistance in order to spur individual investment into one's own home. The grant funds are meant to serve an important yet secondary role to private financing for improvement projects.

The Village Board has developed the following set of goals regarding the program's purpose.

1. Maintenance and Improvement
 - a. Encourage public and private efforts to maintain and improve the community.
 - b. Promote the attractiveness of Mount Horeb as a preferred location to live.
 - c. Encourage maintenance and improvements of existing residences.
2. Preserve Neighborhood Stability and Property Values.
 - a. Maintain the Village's neighborhood cohesiveness.
 - b. Maintain the Village's residential appeal and preserve property values by mitigating and/or eliminating blighting influences.

DEFINITIONS

Designated Area: The program applies to residential zoned properties within TID 5 or within a half-mile of the boundary of TID 5 that are located within the Village of Mount Horeb, as identified on the attached maps.

Exterior Features: Areas of a home/property that are visible from the public right-of-way. Refer to "Project Eligibility" below for examples.

ELIGIBILITY

Available funds will be used to provide grant monies for the purpose of maintaining and improving the exteriors of residential properties within neighborhoods located within applicable TID proximities. The eligibility criteria are as follows:

1. Property / Applicant Eligibility
 - a. The home must be over 25-years old.
 - b. The home owner must have owned and lived in the home for at least 5-years.

- c. The assessed value of the home cannot be over 125% of the average assessed home value in the Village of Mount Horeb, as established by the Village Assessor on an annual basis.

2. Eligible Projects

- a. Any improvements must be visible from the public right-of-way.
- b. Repair/replacement of the building's original materials and decorative details.
- c. Replace exterior material with modern material (i.e. vinyl siding).
- d. Cleaning of exterior building surfaces.
- e. Tuck pointing and masonry repair.
- f. Painting of exterior building surfaces.
- g. Repair of entrances, doors, windows, transoms, or other public exterior elements that have fallen into disrepair (broken, damaged, missing, etc.). If repair isn't possible or cost prohibitive, the Community Development Authority will consider, with final approval from the Village Board, replacement rather than repair of these items.
- h. Roof repairs
- i. Replacement of non-hard surface driveways (gravel, grass, etc.) with hard surface materials (asphalt, concrete, pavers, etc.) or repair of hard surface driveways.
- j. Removal of tree stumps that are located in the front or side setbacks, or terrace.
- k. Other construction activities to improve the exterior of a building as approved by the Village Board.

PROGRAM REQUIREMENTS

1. Projects shall occur within the Designated Area as defined above.
2. Projects must commence and be diligently pursued to commencement within six (6) months of the grant approval date, with project completion within (1) year of approval. In rare cases, likely due to extenuating circumstances, the Village Board may allow completion extensions upon request of the applicant. The Village Board reserves the right to eliminate project funding if not completed within the specified time period and is not obligated to granting time extensions.
3. Projects shall comply with all applicable Village zoning and development standards and requirements and must receive all applicable building permits and inspections throughout the construction process.
4. Projects shall be consistent with and further the stated goals and objectives of the program and TID project plans.
5. Applicants must include detailed drawings and specifications with application. A drawings/design plan must be submitted. The Village Board may require drawings to be submitted by an architect. The plans must include:
 - a. Detailed site plan using adequate scale to be easily and clearly understood. Ideally, said plan shall be drawn to a minimum scale of 1"= 100'.
 - b. Current condition photos to provide adequate "before and after" shots.
 - c. Construction / reconstruction time schedule, noting start and completion date.
6. **Applicants MUST submit at least two contractor proposals that MUST be used for construction/installation.** If the applicant has a difficult time obtaining two contractor proposals, they are encouraged to contact the Village Administrator to discuss possible solutions. The actual Village Board approved contractor proposal must be used for completion of the project. Any change in contractor does require additional approval by the Village as indicated below in number 11. The Village Board retains the right to request additional proposals.
7. **NO funding will be provided for purchased materials or labor provided personally by the applicant or any other party besides the contractor approved to complete the work.**
8. Applicants must take out the appropriate building permits. No license, registration, or permit in

the Village of Mount Horeb shall be issued or renewed until all delinquent Village taxes, assessments, and forfeitures from Village ordinance violations and all due bills of the Mount Horeb Utilities are paid in full.

9. Minor changes to the project will require submittal and approval by the Village Administrator. Significant project changes, as determined by Village Administrator, will require approval of the Village Board.
10. The Village Board reserves the right to cancel any grant agreement if conditions of the program guidelines and agreement are not met in any way, shape, or form.
11. Concurrent applications from the same applicant shall not be allowed. An applicant may re-apply for another project after any existing project by the same applicant is completed to the satisfaction of the Village Board.
12. Total grant funding for any single property may not exceed two (2) grants, regardless of dollar amount, within any four (4) year period.
13. The Community Development Authority will review each application and forward on a recommendation to the Village Board. The Village Board will have the ultimate authority to determine whether an application has met the criteria for approval, and may impose certain design conditions on approved projects.

PROCESS

1. Applicant submits grant application, contractor proposal/quote, and site plan to Village Administrator, 138 E Main Street.
2. The application is sent to the Community Development Authority for initial review and to make a recommendation to the Village Board.
3. Village Board reviews the application materials and approves or denies the funding request. If approved, the Village Board may place conditions on the proposed project. If denied, applicant may submit a revised application and repeat process.
4. Applicant submits building permit with final design plans as required by Village code.
5. Building Inspector reviews and approves permit.
6. A “letter of agreement” is drafted by Village staff that identifies the terms of the agreement. All parties execute said letter.
7. Construction/Installation begins. Applicant has six (6) months from the execution date of the agreement to begin implementation of approved improvements. Any plan changes would require approval according to number 11 in the Program Requirements section.
8. Construction/Installation is completed within one (1) year of grant award.
9. Applicant contacts the Village Administrator to request a project review to see if all code requirements and Village Board imposed conditions have been met. The Village staff member reviewing the work will sign the Project Close Out Form.
10. Applicant provides the completed Project Close Out Form with signatures from the property owner, contractor, and Village Staff member who reviewed the work; itemized invoices for the project; and proof of payment of their portion of the project costs to the Village Administrator, along with the completed Project Close-Out form. While a construction lien waiver is not required, it is recommended that the applicant consider obtaining appropriate construction lien waiver(s) from the contractor(s) for the project.
11. Once the Village Administrator has reviewed the Project Close-Out form and provided documentation, the Village Administrator will provide the documentation to Village Treasurer to review before issuing payment to the contractor or reimbursement to the property owner for their payment to the contractor.

GRANT CYCLE AND DUE DATES

The initial application deadline for grant requests will be the first Monday in April. The requests will then be reviewed by the Community Development Authority and the Village Board at their regularly scheduled meetings. Applications will continue to be accepted if funds are still available after the initial application deadline. All applications received by the first Monday of the following months after April will be reviewed by the Community Development Authority and Village Board at their regularly scheduled meetings in batches.

FUNDING AVAILABILITY

The program is specifically a matching grant program based on the criteria below:

1. The Village Board has available a limited amount of funding. Applications will be reviewed in batches as they are received. Grants may be awarded only if the Village Board has adequate funds available for this program.
2. Program funds may be used to grant up to 50% of the total project costs, not to exceed \$5,000. Therefore, to receive this maximum amount a project would require at least \$10,000 in total project cost. Actual project costs may be greater than this maximum amount; however, such costs shall be the sole responsibility of the applicant.
3. The Village shall only provide up to a maximum of \$25,000 worth of grants on an annual basis.

PROGRAM EXPIRATION

The residential exterior improvement program will expire if one of the following occurs:

1. When the allocated TID project plan funds have been spent, unless additional funding has been authorized by the Village Board up to a maximum of \$25,000 annually.
2. When the allowable TID expenditure period has expired.
3. When the Village Board chooses to eliminate or amend the program.



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RESIDENTIAL EXTERIOR IMPROVEMENT PROGRAM GRANT APPLICATION

APPLICANT INFORMATION

Applicant Name _____

Property Address _____

Phone _____ Email _____

PROPERTY INFORMATION

Year Home Built _____ Purchase Year of Home _____

Assessed Value of Home \$ _____

PROJECT INFORMATION

Proposed Start Date _____ Proposed Completion Date _____

Contractor Name _____ Contractor License # _____

Contractor Address _____
Street City State Zip

Contractor Phone _____ Contractor Email _____

Total Project Estimate \$ _____ Grant Request \$ _____

Other funding sources that will be used: _____

Project Narrative (attach additional sheets if necessary).

Please include information related to the work that will be done, colors that will be used, why there is a need for the project, and other information that will be relevant to making a decision on the grant application.

DOCUMENTS TO INCLUDE

- ☐ Two contractor proposals
- ☐ Site plan
- ☐ Copy of Contractor License
- ☐ Proof of Insurance
- ☐ Photos of what will be repaired

Certification: The information provided above is true and accurate to the best of my knowledge and I have read and understand the guidelines of the Village of Milton Residential Exterior Improvement Program and agree to abide by its conditions. I acknowledge that the Common Council has the right to terminate this agreement under the Residential Exterior Improvement Program if I, as the applicant, am found to be in violation of any conditions set forth in the guidelines of the program. I understand this is a matching grant up to \$5,000.

Applicant Signature _____

Date _____

Office Use Only	
Date Application Received: _____	Does this applicant qualify for a building permit? ☐ Yes ☐ No
Community Development Authority Review Date: _____ ☐ Recommended approval without conditions ☐ Recommended approval with conditions ☐ Recommended denial Recommended conditions or reason for denial (if applicable): 	
Common Council Review Date: _____ ☐ Approved without conditions ☐ Approved with conditions ☐ Denied (reasons below) Conditions or reason for denial (if applicable): _____ _____ Authorized Grant Amount: _____	
Date Check Issued: _____	



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RESIDENTIAL EXTERIOR IMPROVEMENT PROGRAM

PROJECT CLOSE-OUT

Grant Recipient _____

Property Address _____

☐ Attach photos of completed project.

By signing below, you verify that all work on this project had been completed to the best of your knowledge and, in your opinion, is acceptable to you and completed in accordance with the requirements of the Residential Exterior Improvement Program and consistent with the nature of this application.

Contractor Signature

Date

Applicant Signature

Date

Village Staff

Date

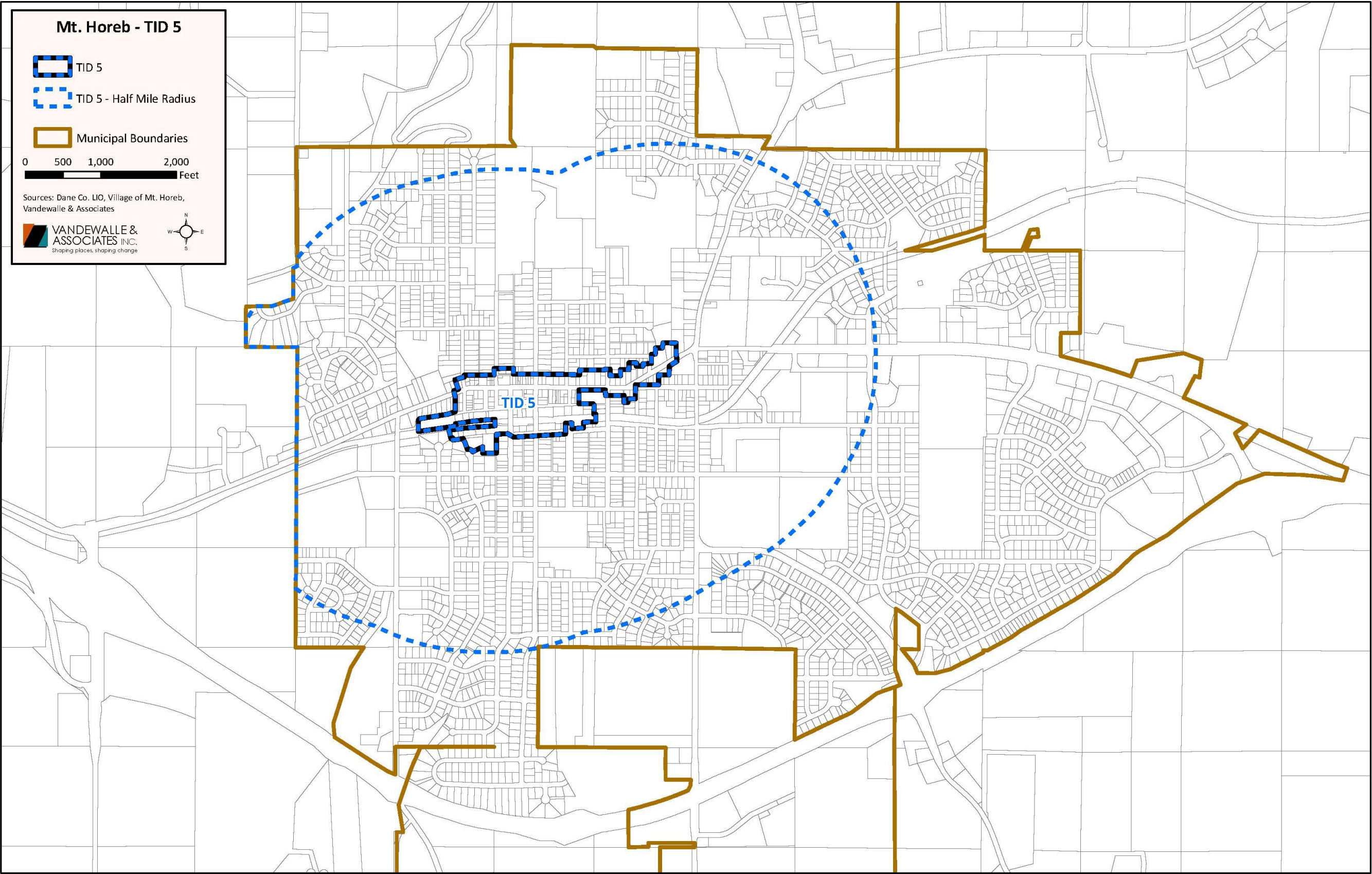
Village Treasurer Signature

Date

Village Administrator Signature

Date

TID Buffer Zone





AGENDA ITEM REPORT

MEETING DATE

April 12, 2023

PREPARED BY

AGENDA ITEM # 3.c

Recommendation on Facade and Building Improvement Grant Application: Botham Investments, 305 E Main Street

BACKGROUND

Botham Investments, 305 E Main Street, has submitted an application for the facade and building improvement program for renovation of the front porch and installing a new driveway to the rear of the building off of Front Street. The total grant request is \$4,150. Botham had previously received a direct incentive from TID 5 in 2021 for the expansion of her business at this same location.

RECOMMENDATION

ATTACHMENTS

1. Botham Investments 3-17-23 Facade & Building Program Application_1.21.21
2. Botham Ink Asphalt -- signed contract
3. Botham Ink Policy Declaration
4. 1FEA0549-71DA-4A8D-B901-D56937351545_1_105_c
5. 50CA8771-8DB4-4B11-8A68-AA778CA718FD_1_105_c
6. CB1608F2-F88F-4D55-A4C3-E769C291973C_1_105_c
7. D6065DC9-5BCD-4399-B56B-A89F284227C1_1_105_c
8. DC31BB2B-BF34-42C5-B320-AE7FC4DE0F4A_1_105_c
9. FAC8AA01-FE15-4775-89B7-343747437D0B_1_105_c



Village of Mount Horeb Façade/Building Improvement Grant and Loan Application

Date: March 17, 2023Program (circle all that apply): Façade Grant Bldg. Rehab Grant Bldg. Rehab LoanProject Name: Front Porch rehabilitation/paving rear drivewayApplicant Name: Sarah Botham -- Botham, InvestmentsProject Address: 305 E. Main St. Mount HorebApplicant Phone Number: 608.444.1101 Email: sarahbotham@bothamink.com

Property Owner (if other than applicant): _____

Lease Term (if applicable): _____

General Project Description: Remove and replace existing wooden railings and posts, banisters and newel posts on front porch with TimberTek composite material in white and of similar style. The front porch floor and pillars will also be repainted. Additionally the new driveway at the rear of the building is to be graded and paved with asphalt.

Estimated Start Date: June 1 Estimated Completion Date: June 30, depending on contractor availability.

Total Project Cost (hard and soft costs): \$17,000

Total Grant Requested (\$): _____ Total Loan Requested (\$): _____

_____ Project Budget (attach additional pages if necessary):

List Individual Project Elements	Total Cost	Grant/Loan Request	Applicant Match (cash)*	Applicant Match (in-kind)*
Porch railings, posts, banisters & newel posts	\$4600 (includes estimated labor cost)			
Grading, gravel base and asphalt paving of rear driveway and parking area off Front Street.	\$12,000			
TOTALS	\$16,600			

*Total applicant match must equal at least 75% for façade and/or building rehabilitation grants, or 10% equity for rehabilitation loans. Matching funds may be in the form of cash for grant/loan-eligible project costs, or qualifying costs incurred as part of a building rehabilitation project ("in-kind", for grant program only). See corresponding program information sheet for complete lists of funding- and match-eligible items.

Village of Mount Horeb Façade/Building Improvement Program

General Contractor: Fink's Paving, Excavating & Concrete, Saeman Lumber + Azorian Construction

Contractor Contact Name: Gordon Brown - Finks **Phone Number:** 608.437.5779
Saeman Lumber 608.798.3321 Lukas Duddleston, Azorian Construction 608.772.3931

Selected Bank (for Building Rehab Loan): _____

Bank Contact Name: N/A **Phone Number:** N/A

Applicant Remarks: I have chosen to use local and area contractors for all parts of this project
as I continue to upgrade this building for near-term and future use. As time and resources allow,
I have additional plans to potentially install solar panels to the south-facing roof at the rear of the
building and make additional interior improvements. I am also planning to have the original portion
of the building painted sometime in the next 18-24 months.

Applicant's Certification:

The Applicant certifies that all information in this application and all documents submitted in support of this application are given for the purpose of obtaining a grant and/or loan under the Village of Mount Horeb Façade/Building Improvement Program and is true and complete to the best of the applicant's knowledge.

Signature of Applicant:  **Date:** 3-27-23

Signature of Property Owner:  **Date:** 3-27-23

Required Attachments:

- ✓ Site/building photos
- ✓ Copy of property lease, land contract or deed
- ✓ Written authorization from building owner (if applicant is tenant)
- ✓ Proof of property insurance
- ✓ Application fee (\$50.00 for each type of funding request), payable by check or money order to "Village of Mount Horeb"

Additional attachments, as appropriate

☒ Bids, estimates and/or contracts

Site plans, building floor plans, elevations, or other conceptual designs, including colors/materials for façade work

Business information, marketing materials, or other relevant documents demonstrating project viability and planned future uses of site/building

Note: Selected bank will require full financial statements and disclosure to evaluate the loan request. Please check with your bank to determine the required information, but submit it only to the bank, not the Village.

Please send this completed application and accompanying materials to:

Rowan Childs, Economic Development Director
138 E. Main Street
Mount Horeb, WI 53572
(608) 437-9417

FINK'S

Estimate/Proposal

PAVING, EXCAVATING & CONCRETE

2732 State Hwy 78 - Mount Horeb, WI 53572

O- 608.437.5779 www.finkspaving.com

Date: July 21, 2022

SUBMITTED TO:

Botham Ink

305 E Main St

Mt Horeb, WI 53572

Phone: 608-444-1101

Email: sarahbotham@bothamink.com

Job Name: New Asphalt

Job Location: Same

For furnishing the necessary labor, material, and equipment to complete the following:

New Asphalt

2194SF

\$8,750.00

- Dig out where needed, clean up edges, haul off site
- Install additional crushed limestone as needed to top dress existing base, grade and compact
- Pave with 2 ½ inches average compacted thickness of Commercial Grade Hot Mix Asphalt

Submitted by Fink's Paving, Excavating & Concrete – Gordon Brown

IF THIS PROPOSAL IS NOT SIGNED OR ACCEPTED AND RETURNED WITH 30 DAYS FROM THE DATE OF THIS PROPOSAL FINK'S PAVING & EXCAVATING INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT. FINKS RESERVES THE RIGHT TO ADJUST PRICING OF THE PROPOSAL TO BE CONGRUENT WITH THE COST OF CURRENT MATERIAL & LABOR PRICES.

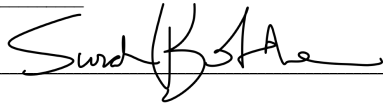
GENERAL NOTES:

- Unless otherwise indicated, the following are NOT included in this proposal; Signage, bond fees, tree trimming, rock excavation, relocating utilities or other unknown subsurface facilities or structures, surveying and construction staking, permits, backfilling, restoration of lawn or other landscaping areas.
- **Landscaping is NOT included and is solely the owner/contractor's responsibility**
- Undercut of unstable or 'soft' areas will be done on a time and material basis only and will need owner approval prior to excavation. If directed to proceed without remedy, the warranty will be void.
- Location of private lines (lighting, remote systems, gate sensors, sprinklers, etc.) provided by owner.

Acceptance of Proposal: The above prices, specifications and conditions of sale are satisfactory and are hereby accepted. You are authorized to complete the work as specified. It is understood that any alterations or deviations from the above specifications will be executed only upon a written change order and will become an extra charge over and above the estimate unless so stated on the change order.

Date of Acceptance: September 1, 2022

Owner/Contractor/Agent: (Printed) Sarah Botham

Signature: 

Owner/Contractor/Agent has read, understood, and has agreed to the Proposal Terms and Conditions including the warranty listed on page two and three of this proposal. Initials: SB

Please save a copy of this proposal for your own records.

Proposal Terms and Conditions

Notice of Lien Rights: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, FINK'S PAVING, EXCAVATING INC. HERBY NOTIFIES BUYER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON THE BUYER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS IN ADDITIONS TO FINK'S PAVING & EXCAVATING INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE BUYER OR THOSE WHO GIVE THE BUYER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. THE BUYER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIAL FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THEIR MORTGAGE LENDER, IF ANY, FINK'S PAVING & EXCAVATING INC. AGREES TO COOPERATE WITH THE BUYER AND THEIR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Warranty: All material is guaranteed to be as specified and all work is guaranteed to be completed in a workmanlike manner according to standard practices. This guarantee shall last for a period of one year from the date of completion of the work. All guarantees are void if payment is not made as specified. For this warranty to be effective, we must have **in writing** within (10) days of the first knowledge of any defect by the Owner/Contractor or Agent. Warranty excludes remedy for damage or defect caused by abuse, modification not executed by Fink's Paving & Excavating Inc. its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. This limited warranty does not apply to damage resulting from other exterior asphalt, **landscaping**, fire, flood, earthquake, defective substance, or other acts of God altering areas near your driveway or other exterior asphalt so that drainage or water runoff undermines your driveway or other exterior asphalt, the growth of trees (including roots) or plants near your driveway or other exterior asphalt. Warranty excludes damage caused by the driving or parking of trucks over one-half ton. No guarantee is warranted on asphalt overlays.

Site Drainage: Fink's Paving & Excavating Inc. reserves the right to refuse to construct a pavement unless minimum grades of 2% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 2% or if the plans do not provide 2% drainage in all directions, it is understood and agreed that water ponding may occur, and no warranty will attach to the Work. Fink's Paving & Excavating Inc. is not responsible for the redesigning of plan grades in order to establish a minimum 2% drainage.

Subgrade/Aggregate Base: No materials to be places on a wet, unstable or frozen subgrade. If Owner/Contractor subgrades the base and refuses Fink's Paving & Excavating Inc. grading services, and the pavement fails, the warranty will be void.

Access: Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Fink's Paving & Excavating Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does herby release and hold harmless Fink's Paving & Excavating, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Fink's Paving & Excavating Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Utilities: Fink's Paving & Excavating Inc. is responsible for calling Digger's Hotline to mark utilities for the proposed Work. Fink's Paving & Excavating Inc. will not be responsible for damage to any private or public underground utilities or other hidden conditions if the Owner/Contractor or Digger's Hotline fails to give Fink's Paving & Excavating Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Fink's Paving & Excavating harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Restoration: Fink's Paving & Excavating Inc. will be not responsible for any restoration of adjacent areas disturbed as a result of construction, including but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work. Landscaping is not included nor an offered service we provide and is solely the owner/contractors responsibility.

Spills & Weeds: Gasoline and repeated oil spillage will soften and break down asphalt and patch work. These types of spills will be at the Owner/Contractors expense and not covered under the warranty. Weeds may grow through asphalt, are easily killed with any type of commercial weed killer.

Work of Others: Prior to the commencement of the Work, the work of others shall be completed to such an extent as that it will not in any way conflict with or interfere with the Work. If Fink's Paving & Excavating Inc. is directed to commence Work prior to the time of such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Fink's Paving & Excavating Inc. commencing any of the Work before any others have completed their work.

Subcontracting: Fink's Paving & Excavating Inc. reserves the right to subcontract any of the proposed Work.

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay Fink's Paving & Excavating Inc. an extra charge over and above the original contract price for performance of the requested change order.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freeze-thaw cycles, is not the responsibility of Fink's Paving & Excavating Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Fink's Paving & Excavating Inc. Fink's Paving & Excavating Inc. assumes no responsibility for cracking along edges of drives in which backfilling has not occurred, landscaping is not including in proposal and is the owner's responsibility.

Care and Maintenance: Driving on new asphalt surfaces should not take place until 2-3 days after installation during normal weather conditions. If temperatures are extremely high when asphalt is installed a period of 3-6 days should take place before using the drives. Do not park on the new surface under normal conditions before the one-week interval. No kickstands should be used on new asphalt for a period of one year. Keep car tires off the edges of new asphalt. There can be a noticeable surface porosity at first, but rubber tire traffic will knead and seal these pores once the appropriate waiting period is observed.

Insurance/Indemnification: This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status, and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Fink's Paving & Excavating Inc., but only to the extent of Fink's Paving & Excavating Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Fink's Paving & Excavating Inc. workers are fully covered by Workers' Compensation Insurance. Fink's Paving & Excavating will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Limited Liability: Owner/Contractor shall hold harmless Fink's Paving, Excavating Inc. and shall be solely responsible for damages to property of Owner/Contractor or others necessitated for the performance of this contract except for such damages caused by our negligence.

Damage Waiver: Any claim for property damage is conclusively waived unless presented to Fink's Paving & Excavating Inc. in writing within seven (7) calendar days of the occurrence.

HVAC Systems: All HVAC units and corresponding equipment must be disconnected and moved out of the work area prior to the start of the project. The property owner/contractor is solely responsible for all costs related to the disconnection and reconnection of said units. If directed to proceed while said units are in place, the property owner waives any liability for Fink Paving & Excavating Inc.

Acceptance of Material/Labor: All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

Compliance with Laws: Owner/Contractor, at its sole expense, shall comply with and obtain all necessary license and permits under present and future laws, statutes, ordinances, rules orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Fink's Paving & Excavating Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Payment: Payment is due and payable upon completion of the job and receipt of the invoice. Terms of payment shall be in net on receipt of invoice. A 1.5% per month, 18% per annum services charge shall be charged on all outstanding balance. Should it be necessary to force collection any monies due herein, Owner/Contractor shall be responsible for all costs, including reasonable attorney's fees. All credit card payments will have a 3% processing fee add to the total of the invoice.

Entire Agreement

This written Proposal/Agreement consisting of two sides contains the entire Agreement and understanding between the parties and no provision, terms, warranties, representations of promise, weather expressed or implied other than those set forth herein are binding on either party.

Captions: The captions and headings at the beginning of each section of this proposal are for convenience only and are to be given no weight in constructing the provisions of this agreement.

FINK'S Paving, Excavating & Concrete, Inc
2732 State Hwy 78 Mount Horeb, WI 53572
We're not Satisfied until You're Satisfied



American Family Insurance - Business Insurance
Underwritten by: Midvale Indemnity Company
A Wisconsin Stock Company

Send policy correspondence to:

PO Box 5316
Binghamton, NY 13902
866-908-0626

CHRISTINA SMITH-GALLAGHER

Information as of: 02/05/2023

POLICY DECLARATIONS

This document and your policy contract define our insuring agreement. In return for payment of premium and subject to all the terms of this policy, we agree to provide you insurance as stated in the policy.

Policy Information

Named Insured:	WISCOBOXES LLC BOTHAM INVESTMENTS LLC	Policy Number:	BPP1072028
E-mail Address:	sarahbotham@bothamink.com	Policy Type:	Business Owner's Policy (BOP)
Phone:	(608) 437-2202	Policy Period:	02/05/2023 to 02/05/2024 12:01AM Standard Time at Primary Location

Location Information

Location #1 (primary location)

Address: 305 E MAIN ST
MOUNT HOREB, WI 53572

Coverage Information (applies to all buildings at Location #1)

Business Personal Property Limit:	\$28,122
Deductible (applies per location, per occurrence):	\$500
Windstorm or Hail Percentage Deductible (applies per location, per occurrence):	Not Applicable

Policy Coverage

 (limits & deductibles shown are non-stackable across locations)

	Limit of Insurance	Deductible
<i>Liability Coverage</i>		
Business Liability (per-occurrence limit/annual aggregate limit):	\$2,000,000/\$4,000,000	None
Damage to Premises Rented to You	\$300,000	None
Medical Expenses (per person)	\$5,000	None
<i>Property Coverage</i>		
Business Income & Extra Expense	12 months actual loss sustained	None
Personal Property Off-Premises	\$10,000	\$500
Business Income - Extended Period of Indemnity	60 days	None
Business Income from Dependent Properties	\$5,000	None
Business Income - Payroll Expense	60 days	None

Other Coverage

Accounts Receivable (on-premises/off-premises)	\$10,000/\$5,000	\$500
Valuable Papers & Records (on-premises/off-premises)	\$10,000/\$5,000	\$500
Electronic Data	\$10,000	\$500
Interruption of Computer Operations	\$10,000	\$500
Fire Department Service Charge	\$10,000	None
Forgery or Alteration	\$2,500	\$500
Money & Securities (on-premises/off-premises)	\$5,000/\$5,000	\$500
Equipment Breakdown Coverage	See policy form	See policy form
Cyber Suite Without Business Income	See policy form	See policy form

Policy Premium

\$586

Premium Taxes, Surcharges and Fees (note: included in Policy Premium above)

Cyber Claim Support and Risk Management Fee \$7.00

Discounts Applied to This Policy:

Marketing Source
Full-Pay
Loss-Free
Loyalty

Policy Forms and Endorsements

BP_00_03_07_13 BUSINESSOWNERS COVERAGE FORM
BP_01_27_11_18 WISCONSIN CHANGES
BP_04_17_01_10 EMPLOYMENT-RELATED PRACTICES EXCLUSION
BP_04_48_07_13 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
BP_04_83_01_10 REMOVAL OF INSURANCE-TO-VALUE-PROVISION
BP_04_92_07_02 TOTAL POLLUTION EXCLUSION
BP_05_01_07_02 CALCULATION OF PREMIUM
BP_05_15_01_15 DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
BP_05_17_01_06 EXCLUSION - SILICA OR SILICA-RELATED DUST
BP_05_23_01_15 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
BP_05_77_01_06 FUNGI OR BACTERIA EXCLUSION (LIABILITY)
BP_12_31_01_10 ADDITIONAL INSURED - BUILDING OWNER
BP_14_86_07_13 COMMUNICABLE DISEASE EXCLUSION
BP_15_04_05_14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
BP_77_01_07_16 EQUIPMENT BREAKDOWN COVERAGE
BP_IN_01_07_13 BUSINESSOWNERS COVERAGE FORM INDEX
CYB_00_01_06_19 CYBER COVERAGE INSURANCE
IL_N_001_09_03 FRAUD STATEMENT

In witness whereof, we have caused this policy to be signed by our authorized officers.

BID BP 1001 07 17

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Home Office
MIDVALE INDEMNITY COMPANY
6000 American Parkway
Madison, WI 53783



Tony DeSantis'
President



David Holman
Secretary











