



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

VILLAGE BOARD AGENDA

Wednesday, September 7, 2022 at 7:00 PM

Municipal Building Board Room

138 E. Main Street

Mount Horeb, WI

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Roll call
- 4) Public Comments – non-agenda items
- 5) Consent Agenda
 - a. Village Board Meeting Minutes of August 3, 2022
 - b. Consideration of Amended Resolution 2022-01 Lead Line Replacement
 - c. Consideration of Acceptance of Public Improvements and Release of Letter of Credit for Kara View Heights Phase 6
 - d. Alcohol Beverage License: B&B Geneva LLC (Mt. Horeb Board & Brush)
 - e. Alcohol License Agent: Molly Schmock
 - f. Street Use Permit: Fall Village Market, October 1-2, 2022
- 6) Agenda Items
 - a. Consider 2023 budget for Mount Horeb Area Joint Fire Department
 - b. Appearance by Sandy Strommen: Moving Toward Dedicated Pickleball Courts
 - c. Discussion of Public Service Commission Electric Rate Study Application
 - d. Consideration of Ethics Policy
 - e. Consider Resolution 2022-10 "ANNUAL BANK AUTHORIZATION RESOLUTION"
 - f. Consider Resolution 2022-11 "RESOLUTION REQUESTING EXEMPTION FROM COUNTY LIBRARY TAX"
 - g. Consider Resolution 2022-12 "RESOLUTION IN RECOGNITION OF CURT WITYNSKI AND GAIL SUMI"

- h. Consider Resolution 2022-13 "RESOLUTION TO RENAME THE 'WEDNESDAY NIGHT LIVE STAGE' TO 'JEFKO STAGE'"
 - i. Consideration of 2023-2025 WPPA Contract Agreement
 - j. Discuss Request by Police Chief Vierck for approval to place a deposit for purchase of K9 for 2023 K9 Program
 - k. Consider Ordinance 2022-05 "Ordinance Providing For The Annexation of Land Owned by The Village of Mount Horeb"
- 7) Committee reports:
- a. Mount Horeb Area Chamber of Commerce
 - b. Community Development Authority
 - c. Mount Horeb Area Joint Fire Department
 - d. Library Board
 - e. School Liaison
 - f. Parks, Recreation, and Forestry Commission
 - g. Plan Commission
 - h. Public Works Committee
 - i. Public Safety Committee
 - j. Finance/Personnel
 - k. Utility Commission
 - l. Tourism Commission
- 8) Village President's report
- 9) Village Administrator's report
- 10) Village Clerk's report
- 11) Closed Session
- a. Discussion of Village Administrator's performance evaluation. The Village Board may convene in closed session as authorized by Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Village Board may reconvene in open session and discuss and take action on the subject matter discussed in closed session.
- 12) 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
VILLAGE BOARD MEETING MINUTES
AUGUST 3, 2022**

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

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

Public Comments: None

Consent Agenda: Gauger moved, Halverson seconded to approve the following consent agenda items: Village Board Special Meeting Minutes of June 27, 2022; Village Board Meeting Minutes of July 6, 2022; Consideration of 2nd Amendment to Shared Facility Agreement for the Public Safety Building; Consideration of Façade Improvement Grant for Mount Horeb Pharmacy, 203 West Main Street; Alcohol License Agent: Brad Murphy. Motion carried by unanimous voice vote.

Consider honorary name for Springdale Street-Ridgeview Road to Telemark Parkway, "Veteran's Memorial Parkway": Owen explained this item. Jeff Anderson of the Veteran's Memorial Association spoke about the signage. Fendrick moved, Halverson seconded to approve the honorary name. Motion carried by unanimous voice vote.

Consideration of Economic Development Professional Services Agreement with Redevelopment Resources, LLC: Owen explained this item. Kristen Fish-Peterson from Redevelopment Resources, LLC fielded questions from the board. Scott moved, Halverson seconded to approve the agreement. Motion carried by unanimous voice vote.

Consideration of Release of Agreement to Undertake Development for the Windflower Ridge Encore Development: Village Attorney Kleinmaier explained this item. Scott moved, Gauger seconded to approve the release, and any subsequent releases to be approved by village staff. Motion carried by unanimous voice vote.

Consideration of Resolution 2022-09; "ADOPTING THE DANE COUNTY NATURAL HAZARD MITIGATION PLAN: 2022 UPDATE": Owen explained this item. Halverson moved, Gauger seconded to adopt the resolution. Motion carried by unanimous voice vote.

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

Village President's report: Littel stated that Rachel LaCasse-Ford with the Mount Horeb Chamber of Commerce had created a strategic partners initiative group between the Chamber, Village, and School District.

Village Administrator's report: Owen stated that the strategic partners initiative group's first meeting went well, establishing each group's goals.

Village Clerk's report: Gaffney gave the in-person absentee voting hours for the August 9th Partisan Primary Election.

Consideration of Purchase Agreement from Steve Brown Apartments. The Village Board may convene in closed session as authorized by Wisconsin Statute 19.85(1)(e) for the purpose of deliberating or negotiating the investing of public funds or conducting other specified public business, whenever competitive bargaining reasons require a closed session. The Village Board may reconvene in open session and discuss and take action on the subject matter discussed in closed session: The board decided they did not need to go into closed session. Attorney Kleinmaier explained this item. The board discussed parking and the agreement process. Scott moved, Halverson seconded to approve the real estate purchase of sale or agreement, based upon the language and contingencies discussed with the village administrator and village attorney. Motion carried by unanimous voice vote.

Adjournment: There being no further business before the Board, Gauger moved, Fendrick seconded to adjourn the meeting at 7:55pm. Motion carried by unanimous voice vote.

Minutes by Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.b

Consideration of Amended Resolution 2022-01 Lead Line Replacement

BACKGROUND

This is my background on this mock item for testing.

RECOMMENDATION

Approval.

ATTACHMENTS

1. reso 2022-01 DNR Loan Lead Line Replacement AMENDED
2. Photo

RESOLUTION 2022-01
AMENDED
Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement

WHEREAS, the Village of Mount Horeb (the "Municipality ") wishes to undertake a project to replace private lead service lines at residences, pre K–12 schools and licensed and/or certified daycare centers, identified as DNR No. 5618-02 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$1,566,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, BE IT RESOLVED, the Village President and Village Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Introduced and passed this 7th day of September, 2022.

Randy Littel, Village President

ATTEST:

Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 5.c

Consideration of Acceptance of Public Improvements and Release of Letter of Credit for Kara View Heights Phase 6

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 3.c 6th Addition to Kara View Heights

Denise Schwenn

From: Nic Owen
Sent: Wednesday, August 31, 2022 8:46 AM
To: Denise Schwenn
Subject: FW: 6th Addition to Kara View Heights-Final Project Work and Acceptance

Hi Denise,

Can you add "Consideration of Acceptance of Public Improvements and Release of Letter of Credit for Kara View Heights Phase 6"

The email below from Rob is the only supporting documentation needed and I'm fine with this being a consent agenda item.

Thank you!

Nic

Nicholas Owen
Administrator
Village of Mount Horeb
138 E Main Street
608-437-9409



From: Robert Wright <Robert.Wright@smithgroup.com>
Sent: Monday, August 29, 2022 3:56 PM
To: cdi@chorus.net
Cc: 50581.001@smithgroup.tonicdm.com; Nic Owen <Nic.Owen@mounthorebwi.info>; Heather Brose <Heather.Brose@smithgroup.com>; Jeff Gorman <Jeff.Gorman@mounthorebwi.info>
Subject: RE: 6th Addition to Kara View Heights-Final Project Work and Acceptance

Good afternoon Brian –

As the final lift of asphalt has been placed, the repairs to the pond have been completed, and the erosion control sediment logs have been removed. We support the expiration of the LOC and final acceptance of the public improvements at Kara View Heights Phase 5.

Rob

ROBERT WRIGHT

PE – HI, IL, MN, ND, OH, WI
Principal | Civil Engineer

T 608.327.4433

From: cdi@chorus.net <cdi@chorus.net>
Sent: Sunday, August 28, 2022 1:35 PM
To: Robert Wright <Robert.Wright@smithgroup.com>
Subject: 6th Addition to Kara View Heights-Final Project Work and Acceptance

Hi Rob,

Just a reminder: Could you let me know if you could address my question regarding eliminating the letter of credit, please? My renewal is coming up in November and I would like the Village to be able to take action at their September meeting if possible. Thank you.

Brian

From: cdi <cdi@chorus.net>
To: Robert <Robert.Wright@smithgroup.com>; Nic <Nic.Owen@mounthorebwi.info>
Cc: Matt <mattk@slunderground.net>; mrochon <mrochon@fullcircles.com>; 50581 <50581.001@smithgroup.tonicdm.com>; Heather <Heather.Brose@smithgroup.com>; Christian <Christian.Kirchberg@smithgroup.com>; Jeff <jeff.gorman@mounthorebwi.info>
Date: Friday, 19 August 2022 11:51 AM CDT
Subject: 6th Addition to Kara View Heights-Final Project Work and Acceptance

Hi Rob,

In addition to the final lien waivers from S&L Underground and Tri-County Paving sent earlier, I've attached the updated/completed base map and MSGP by Full Circle Engineering and Surveying as per your request.

I appreciate your inspection and project reviews of the 6th Addition to Kara View Heights. Following your review of the attached documents will you be submitting your invoice for your work regarding this project, and will this be your last review work regarding this project other than your one-year inspection of the final course of asphalt?

I request the reduction and if possible the elimination of the letter of credit on file for this project, and acceptance of the project by the Village at their next Village Board meeting.

Thank you.

Brian

From: Robert <Robert.Wright@smithgroup.com>
To: cdi <cdi@chorus.net>; Nic <Nic.Owen@mounthorebwi.info>
Cc: Matt <mattk@slunderground.net>; mrochon <mrochon@fullcircles.com>; 50581 <50581.001@smithgroup.tonicdm.com>; Heather <Heather.Brose@smithgroup.com>; Christian <Christian.Kirchberg@smithgroup.com>; Jeff <jeff.gorman@mounthorebwi.info>
Date: Wednesday, 27 July 2022 3:26 PM CDT
Subject: RE: Final Project Work and Acceptance

Hi Brian,

We will not need a lien waiver for services from your engineer unless he has given you lien notice in his contract with CDI for the work he did.

LOC credit reduction can be made per the details of the Developer's Agreement.

ROBERT WRIGHT

PE – HI, IL, MN, ND, OH, WI
Principal | Civil Engineer

T 608.327.4433

C 608.212.1063

robert.wright@smithgroup.com

smithgroup.com

From: cdi@chorus.net <cdi@chorus.net>
Sent: Monday, July 25, 2022 2:22 PM
To: Robert Wright <Robert.Wright@smithgroup.com>; Nic Owen

<Nic.Owen@mounthorebwi.info>

Cc: Matt Kundert <mattk@slunderground.net>; mrochon <mrochon@fullcirclees.com>; 50581 001 <50581.001@smithgroup.tonicdm.com>; Heather Brose

<Heather.Brose@smithgroup.com>; Christian Kirchberg

<Christian.Kirchberg@smithgroup.com>; Jeff Gorman (<Jeff.Gorman@mounthorebwi.info>)

<jeff.gorman@mounthorebwi.info>

Subject: Final Project Work and Acceptance

Hi Rob, and Nic,

Attached are the final two construction-related lien waivers from S&L Underground, and Tri-County Paving.

Mike Rochon will be doing field measurements this week when he is in Mt. Horeb for staking work. Once he completes his grading plan will you require a final lien waiver from his company?

I would appreciate an update on reducing my letter of credit when appropriate. Thank you.

Brian

From: cdi <cdi@chorus.net>

To: Robert <Robert.Wright@smithgroup.com>

Cc: Matt <mattk@slunderground.net>; mrochon <mrochon@fullcirclees.com>; 50581 <50581.001@smithgroup.tonicdm.com>; Heather <Heather.Brose@smithgroup.com>; Christian <Christian.Kirchberg@smithgroup.com>; Nic <nic.owen@mounthorebwi.info>; Jeff <jeff.gorman@mounthorebwi.info>

Date: Tuesday, 19 July 2022 10:44 AM CDT

Subject: Final Project Work and Acceptance

Rob, et. al.,

I was just informed by Matt that the manhole cover was replaced and the silt logs removed last evening. Thank you.

Brian

From: cdi <cdi@chorus.net>
To: Robert <Robert.Wright@smithgroup.com>
Cc: Matt <mattk@slunderground.net>; mrochon <mrochon@fullcirclees.com>; 50581 <50581.001@smithgroup.tonicdm.com>; Heather <Heather.Brose@smithgroup.com>; Christian <Christian.Kirchberg@smithgroup.com>; Nic <nic.owen@mounthorebwi.info>; Jeff <jeff.gorman@mounthorebwi.info>
Date: Tuesday, 19 July 2022 10:36 AM CDT
Subject: Final Project Work and Acceptance

Good morning, Rob,

I discussed the grading plan with Mike and he created the attached grading plan on 7/7/2021 and sent it to you. We acknowledge you required updates related to the pond which were not done since the construction of the pond changed when the clay liner was changed to the geomembrane liner later in the year.

If Mike updates the plan to show the geomembrane, pond entry stone, and the removal of the blacktop curb note will this plan meet your requirements? If you want a note added regarding draining all rooftop water to the street which lots do you want this note to refer to, please?

To update the plan Mike will need to make a final site visit so that the as-built map matches ground conditions. If the above items are added can we wait until Mike does the staking for the new watermain at the end of the month?

Now that all construction has been completed I will obtain all final lien waivers and submit them to you/the Village upon receipt.

Thank you for your patience, Rob.

Brian

From: cdi <cdi@chorus.net>
To: Robert <Robert.Wright@smithgroup.com>
Cc: Matt <mattk@slunderground.net>; mrochon <mrochon@fullcirclees.com>; 50581 <50581.001@smithgroup.tonicdm.com>; Heather <Heather.Brose@smithgroup.com>; Christian <Christian.Kirchberg@smithgroup.com>; Nic <nic.owen@mounthorebwi.info>; Jeff <jeff.gorman@mounthorebwi.info>
Date: Thursday, 14 July 2022 2:17 PM CDT
Subject: Final Project Work and Acceptance

Thank you, Rob.

I will follow up with Mike regarding the MSGP.

As an FYI, Matt's plan was to replace the manhole cover last evening as he was going to be attending a family event. Matt was unable to get the cover prior to his scheduled event in Mt. Horeb, but he has assured me that that cover will be replaced.

I'm in town and would be happy to meet you for your inspection. I can be reached at 608.235.9896.

Thank you. Brian

From: Robert <Robert.Wright@smithgroup.com>
To: cdi <cdi@chorus.net>
Cc: Matt <mattk@slunderground.net>; mrochon <mrochon@fullcirclees.com>; 50581 <50581.001@smithgroup.tonicdm.com>; Heather <Heather.Brose@smithgroup.com>; Christian <Christian.Kirchberg@smithgroup.com>; Nic <nic.owen@mounthorebwi.info>; Jeff <jeff.gorman@mounthorebwi.info>

Date: Thursday, 14 July 2022 1:45 PM CDT

Subject: RE: Final Project Work and Acceptance

Hi Brian – I will review the curb today and email you.

As far as the Master Site Grading Plan – I have been repeatedly asking for this. The MSGP sets the lot corner elevations as well as first floor and minimum openings for all home sin the subdivision. At this point even with everything built, it is still required to have lot corner elevations and drainage arrows on all lots and spot elevations of swales that must be maintained oer the design and notes relating to downspouts being directed towards the front of the homes (per the approved stormwater management plan) (ie 105 Walter Court). This is supposed to be used during building permit review to make sure that first floors/garages or exposed basements are not located at elevations that may cause issues for the owner relating to drainage and conveyance of water as well as the special darainage concerns of the buffers etc..

I do not believe that I have seen a televising report from the sanitary sewers as of yet.

We will need to review the Developer's Agreement to verify if the LOC requires a guarantee on the final lift of asphalt for 1-year or if there is a final acceptance at this point by the village.

Thanks –

Rob

ROBERT WRIGHT

T 608.327.4433

C 608.212.1063

robert.wright@smithgroup.com

smithgroup.com

From: cdi@chorus.net <cdi@chorus.net>
Sent: Tuesday, July 12, 2022 2:56 PM
To: Robert Wright <Robert.Wright@smithgroup.com>
Cc: Matt Kundert <mattk@slunderground.net>; mrochon
<mrochon@fullcirclees.com>
Subject: Final Project Work and Acceptance

Hi Rob,

S&L Underground has finished all of the work required except for replacing a manhole cover. Matt will complete that work tomorrow evening as he will be in Mt. Horeb.

I received their final invoice today for their work including cleaning the entry to the pond, installing additional rip-rap, saw-cutting the asphalt turnaround at the end of Manor, and grading/E-mat/seeding this area after repairing the washout areas. I will be meeting Matt tomorrow evening with their payment.

We would appreciate your decision regarding the blacktop curb in the turnaround area. If the curb can be eliminated, repeating the soil work behind the curb would not be necessary. I will also then be able to get a lien waiver from Tri-County Paving as they have also been paid.

Pending your decision on the curb, Mike Rochon can complete the final as-built drawings.

You also required a master grading plan from Mike. Could you give us what additional grading plans are required, please? Mike will be in the Village near the end of July doing the staking for S&L Underground's upcoming work and he could perform any additional field work necessary to complete your requirements on my project.

When you have received and approved all of the above, I will request the final acceptance of the project so that my LOC can be released.

Thank you, Rob.

Brian

From: cdi <cdi@chorus.net>
To: Robert <Robert.Wright@smithgroup.com>
Cc: mattk <mattk@slunderground.net>
Date: Friday, 24 June 2022 12:57 PM CDT
Subject: Request to Eliminate Manor Drive Blacktop Curb

Hi Rob,

As you know the construction plans for the Kara View Manor Drive project specify a blacktop curb on the east end turnaround on Manor Drive. The Tri-County Paving contractor overlooked the installation of the curb and it was not caught by me or your inspector(s) until they were finishing the job on the west end of Manor Drive. They will need to come back to finish the job.

I respectfully request you consider eliminating the requirement for the installation

of this curb based on the following criteria. 1) There is almost 2000 cu. yds of black dirt that I can sell that is stored on the southwest side of the pond. We can put in gravel or ramp with wood dunnage to access the dirt and avoid hurting the curb. 2) In the winter when the Village is removing the snow they can push the snow east past the end of the 90' turnaround without having the "guess" where the blacktop curb would be thus eliminating continual M&R of the curb. 3) It is difficult to navigate the entire area for maintenance of the stormwater pond and the remaining undeveloped acreage due to the drainage waterway directing runoff from the developed area to the pond. We try to mow the undeveloped portion 2X per year if possible and our mower deck digs into the waterway. 4) The placement of a curb ending with an opening directs a large amount of rain to one area that is conducive to producing "ruts and gullies" in the grassed area. This exposes rock and the resulting irregular terrain makes weed maintenance a problem and is hard on the maintenance equipment.

I would appreciate your time to review this request and provide us with your determination. I would like to finalize payment to my subcontractors so that we can close out this project.

Thank you, Rob. Brian



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 5.d

Alcohol Beverage License: B&B Geneva LLC (Mt. Horeb Board & Brush)

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 3.d Alcohol Beverage License-B&B Geneva LLC



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 5.e

Alcohol License Agent: Molly Schmock

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 3.e Alcohol License Agent-Schmock



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 5.f

Street Use Permit: Fall Village Market, October 1-2, 2022

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 3.f Street Use Permit-Fall Village Market

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

\$20.00

Applicant Name: Mount Horeb Area Chamber of Commerce

Address: 300 E. Main Street Telephone: 608-437-5200

Event Sponsor (if different than above): _____

Address: _____ Telephone: _____

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

Address: _____ Telephone: _____

Event Information

Start date: 10/01/2022 Time: 6am End Date: 10/02/2022 Time: 5pm

(Include set-up and tear-down/clean-up time)

Detailed description of street(s) proposed to be used: Detour: Close 2nd Street from Main Street to Lincoln Street. Close: Bike Shelter Parking Lot . 1st Street from Front to Bike Shelter Parking Lot.

Estimated number of persons: 1000 (Certificate of Insurance may be required)

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

If using recording or sound amplification equipment please describe: Some amplification near 2nd Street and Front St -intersection

Designate any public facilities or equipment to be used (additional costs may be incurred): _____
Municipal building bathrooms, bike trail shelter restrooms opened by 7am

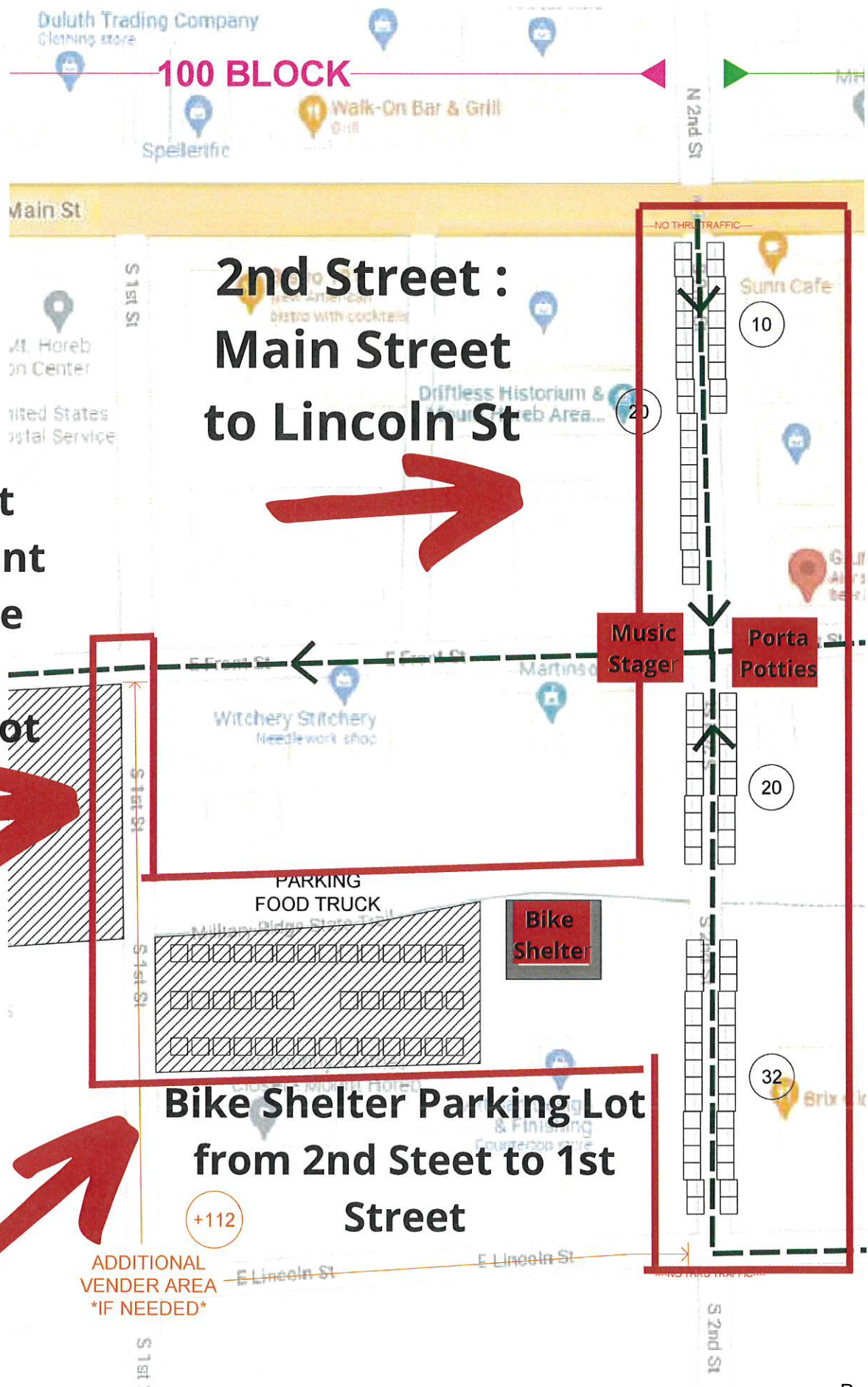
I certify that I have read and understand the Village of Mount Horeb Ordinance 2006-17 An Ordinance To Require Street Use Permits, and agree to adhere to all of the rules and requirements outlined in the Ordinance and that all information provided on this application is true and correct.

Signature 

Date 08/09/2022

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

RECEIPT#: _____ LICENSE# _____

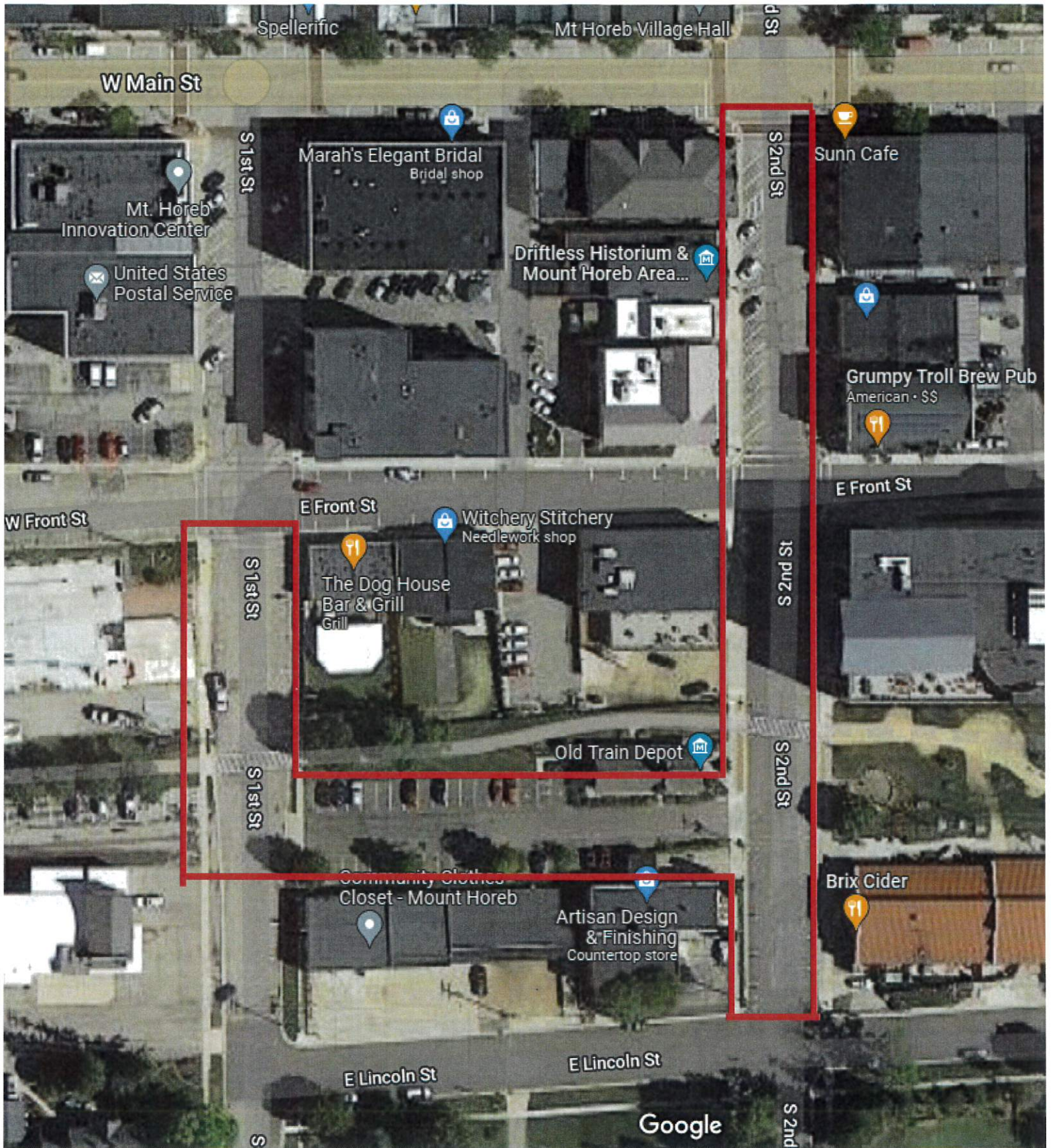


1st Street
From Front
St. to Bike
shelter
parking lot

2nd Street :
Main Street
to Lincoln St

Bike Shelter Parking Lot
from 2nd Steet to 1st
Street

ADDITIONAL
VENDER AREA
IF NEEDED



Alyssa Gaffney

From: Swenson, Kevin M - DNR <Kevin.Swenson@wisconsin.gov>
Sent: Wednesday, August 17, 2022 12:00 PM
To: jbedward@trollway.com
Subject: RE: Mount Horeb Area Chamber of Commerce - Event location

Jessie – excellent job! Everything looks good. I can give you tentative approval pending payment.

Thank you,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Kevin M. Swenson
Phone: (608) 437-5711
Kevin.Swenson@Wisconsin.Gov

From: jbedward@trollway.com <jbedward@trollway.com>
Sent: Tuesday, August 16, 2022 11:05 AM
To: Swenson, Kevin M - DNR <Kevin.Swenson@wisconsin.gov>
Subject: RE: Mount Horeb Area Chamber of Commerce - Event location

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Kevin,

It was a pleasure to talk to you today. Thank you for the information. Please see the attached Special Event Application/Permit, proof of insurance and the map of the area. The proof of insurance it two because one is coming to an end and the other takes over – same insurance just renewal. Please let me know if anything needs to be corrected. We will send payment by the end of the month as we talked about on the phone.

Thank You,
Jessie



Jessie Bedward
Events Manager
Mount Horeb Area Chamber of Commerce
(608) 437-5914 | jbedward@trollway.com
mounthorebchamber.com
300 E. Main Street, Mount Horeb, WI 53572



From: Swenson, Kevin M - DNR <Kevin.Swenson@wisconsin.gov>
Sent: Thursday, August 11, 2022 1:17 PM
To: jbedward@trollway.com
Cc: Bates, Brad W - DNR <Brad.Bates@wisconsin.gov>
Subject: RE: Mount Horeb Area Chamber of Commerce - Event location

Jessie – Thank you for your interest in using the Military Ridge State Trail shelter and parking lot in Mt. Horeb for your event. We would be more than happy to allow this event under our Special Event license. I've enclosed the application and a cover letter that will help guide you through the process. Feel free to contact me as well if you have any questions regarding the application or Certificate of Liability insurance. Your event is pretty basic, so many of the other provisions (parking, restrooms, dumpsters, etc.) do not pertain.

Please let me know if you have any questions,

Sincerely,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Kevin M. Swenson
Phone: (608) 437-5711
Kevin.Swenson@Wisconsin.Gov

From: jbedward@trollway.com <jbedward@trollway.com>
Sent: Tuesday, August 9, 2022 2:53 PM
To: Swenson, Kevin M - DNR <Kevin.Swenson@wisconsin.gov>; Bates, Brad W - DNR <Brad.Bates@wisconsin.gov>
Subject: Mount Horeb Area Chamber of Commerce - Event location

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good Afternoon,

I am reaching out regarding the Mount Horeb Bike Shelter and parking lot for use of one of our events. I was kindly given your information from Nic Owen the Village of Mount Horeb Administrator. He informed us that they only maintain the bike shelter and parking lot and that I should reach out to you for approval. This year we have had some challenges with a couple events Art Fair and Fall Village Market. These events usually take place on the Main St of Mount Horeb from the 100 block to the 300 block. We were informed this year that we will not be able to hold our event on Main Street because it is a main detour for HWY 69 construction for the next 2 years. We are in the process of relocating our Fall Village Market and would like to use the bike shelter and the parking lot for vendors of this event. Fall Village Market is on October 1 & 2nd. We are planning on closing South 2nd Street from Main St. to Lincoln St. I have attached our planning map. So I am in need to speak with you about closing the parking lot for vendors. Please let me know what else I can do to answer any questions, or please direct me to the appropriate person to ask about using the parking lot. Thank you for taking the time to

review this as we have submitted our street use permit application and we were informed that we needed approval from the DNR.

Thank You,
Jessie



Jessie Bedward
Events Manager
Mount Horeb Area Chamber of Commerce
(608) 437-5914 | jbedward@trollway.com
mounthorebchamber.com
300 E. Main Street, Mount Horeb, WI 53572





AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 6.a

Consider 2023 budget for Mount Horeb Area Joint Fire Department

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 4.a MHAJFD 2023 Budget Proposal
2. 4.b MHAJFD 2023 Capital Expenditure Packet



Mount Horeb Area Joint Fire Department

400 Blue Mounds Street
Mount Horeb, Wisconsin 53572

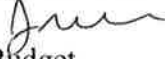
Phone: (608) 437-5571

Fax: (608) 437-3873

Email: jminter@fdmh.org

Date: August 30, 2022

To: All Municipal Members of the Mount Horeb Area Joint Fire Department

From: Chief Jenny Minter 

Subject: 2023 Operating Budget

Enclosed you will find the 2023 Operating Budget Proposal approved by the Mount Horeb Area Joint Fire Department (MHAJFD) Board of Directors. We are asking for a budget increase of \$69,900 (a 5.99% increase from 2022). Please review the 2023 budget proposal and plan to attend the Annual Budget Meeting scheduled for Wednesday, September 28, 2022 beginning at 7:00 PM.

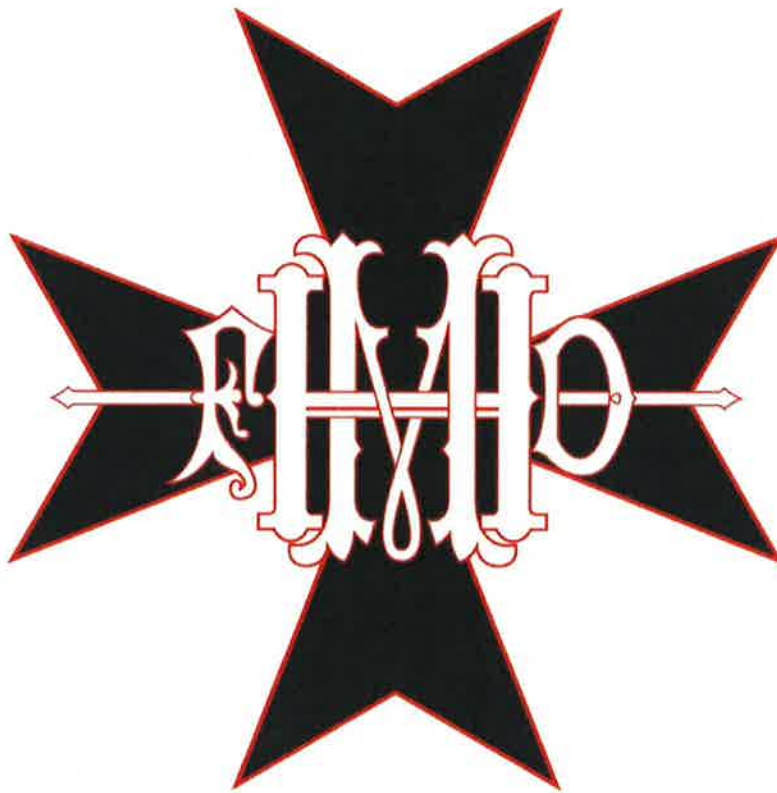
The budget process began with a thorough review of historic spending and anticipated expenses. We presented a 9.3% increase that was further reduced by the fire board to the presented 5.99% increase. Our much needed 8th staff position is currently being paid for by a 100% FEMA SAFER grant until 2024. This position gives us coverage of a single Firefighter/AEMT on duty 7 days a week, 24 hours each day. We were selected for this grant as one of the departments with the highest staffing needs across the nation. The position started January 1, 2021. The grant provides us with a total budget savings of \$217,500 over three years. Easing this addition into the budget for 2024 means we are continuing to fund for it in 2023. The inclusion of this is outlined in the attached packet.

There is a narrative document attached, outlining all category changes for 2023. The budget contains the basics and essentials of function and safety. This budget addresses some of our requirements in meeting National Fire Protection Association Codes (the firefighter safety standards) by purchasing hose, communications equipment and keeping up with turnout gear and fire equipment replacement. This year the budget adjusts for increased fuel and natural prices, increased electricity usage and apparatus repair costs.

A separate loan payment for the USDA building loan is due in 2023 and that annual payment and required reserve fund is located on page 4 of the budget spreadsheet.

Please provide at least one elected or appointed official to discuss and vote on the 2023 Operating Budget Proposal at the Annual Meeting on Wednesday, September 28th. Through the management by your MHAJFD board members you will be able to be proud of your decision to support this budget as it plays a pivotal role in making your department the best to meet the needs of your constituents.

Mount Horeb Area Joint Fire Department



2023 Operating Budget Request

The Mount Horeb Area Joint Fire Department presents the following 2023 Budget Request. The budget process began with a thorough review of historic spending and anticipated expenses. This document covers all the changed categories, both additions and subtractions. All other budget categories, not in this request, remain unchanged for 2023.

The budget contains the basics and essentials of function and safety. Staffing is essential, since without staffing, the Fire and EMS service cannot survive. As a combination department, we have 65 Volunteers that serve our department. If they chose to no longer serve the Department, it would be at least a million-dollar budget addition. The one million-dollar addition would provide minimum staffing of 11 additional, for a total of 18 (3 shifts of 6 FF/AEMTs), to keep one ambulance and one fire truck in service 24 hours a day. It would not cover any vacation or sick days. The 2023 budget also continues the gradual increase to prepare for a grant funded full-time position thru 2023 which becomes part of the 2024 budget.

The objective of the Capital Expenditure Fund is to keep all new apparatus and apparatus mounted equipment expenditures within the annual Fire Department Operating Budget. It has been funded annually for over 20 years which prevents any additional funds from individual municipalities when a vehicle is purchased. This year are working on replacements for Rescue 38, Brush 1, and Engine 4. The process from writing specifications to delivery of a vehicle can take over two years. Since we started the Capital Expenditure Fund we have saved money by eliminating 2 major pieces of fire apparatus by combining their uses together (such as a pumper/tender and pumper/squad). We cannot go any lower than the four major pieces of fire apparatus we maintain now.

Fire and EMS calls for 2021 totaled 1,438; crews are going out the doors almost 4 times each day. In 2021, members of the Fire Department accumulated a total of 5,263 hours of training, an average of 87 hours per member.

The following budget categories have proposed changes for 2023:

5231.18 Employee Benefits \$11,000

Benefit costs include State of Wisconsin retirement, health care, dental, and a retirement health savings account for accrued sick leave. The state announced a health insurance premium increase of 5.4% for 2023 which is two percent higher than last year's premium increase.

5231.20 C.H.H. Cadet Program (\$4,000)

This budget category can be reduced based on historical spending.

5231.31 Heat \$6,900

The total price of the natural gas we used for heating in the last 12 calendar months increased by 50%. Quantity of gas used has remained consistent. Fire Department's heating expenses for a full year to June 30, 2022 was \$18,912.63. The adjustment to this account will match the historical spending figure over the last 12 months.

5231.33 Utilities-electric \$1,700

The Fire Department's electrical expenses for a full year to June 30, 2022 was \$24,667.08. The adjustment to this account will accommodate this usage increase.

5231.35 Utilities – water & sewer \$1,100

It was discovered that the police department has a water meter that is not included in the joint bill. The metered water on the joint bill is being split to address this change, with the Fire Department paying 90.85% and the Police Department paying 9.15% of the bills. Total expense is still lower than we were paying at our old station, due to lower flow fixtures and a new system for washing trucks that uses less water.

5231.37 Telephone (\$700)

This budget category can be reduced based on historical spending in 2022 that included one less cell phone device, and one less telephone line.

5232.10 Fire Fuel, Gas, Grease \$4,000

The price per gallon of fuel has increased greatly over the last 10 months. The increase in this account for 2023 is based on the actual fuel costs in the first 6 months of 2022.

5232.12 Fire Run Charges (\$1,500)

This amount is paid to the Volunteers on a per call basis. For many previous years, the amount was paid at \$15 per call. Through better recordkeeping of expenses and MHAJFD establishing more vendor accounts, the bills paid for by the Volunteers have reduced. The proposed per call amount will be reduced to \$10.

5232.15 Firefighter Salary \$10,600

The increase in this account for 2023 is the scheduled annual increase in base pay of the approved salary schedule. These staff costs are equally shared in the EMS Expense category 5255.15.

5232.16 Fire Fill-In Staff \$6,000

Fill-in staff covers openings in the full-time staff through sick, vacation, and other absences in a staff member. The increase in this category includes both a correction to match actual costs in historical spending along with an hourly rate increase in order to stay competitive in attracting persons to cover fill-in shifts. These staff costs are equally shared in the EMS Expense category 5255.27.

5232.27 DNR Grant Equipment (\$1,700)

The annual DNR grant is traditionally a 50% state funded grant awarded in October for equipment used in wildland firefighting. This year we have requested funding for 2 portable radios. The equipment requested is different every year.

5234.04 Fire Training (\$2,000)

This budget category can be reduced based on historical spending, due in part to an annual donation. If this donation for educational purposes does not repeat, this budget category will need to increase to current levels in future years.

4522.7 DNR Grant Funds \$2,000

This is a decrease in the income from the DNR grant if we are awarded it in October. The grant traditionally pays for 50% of the requested items for wildland firefighting. For 2023 we have requested less equipment which means less income from the grant, if awarded.

4422.9 Fire Income – Fire Runs (\$8,000)

This billing income involves vehicle accidents that require extrication, fire extinguishment, traffic control or other fire related tasks on scene. The Fire Board has approved billing for all accidents, adding invoicing for Mount Horeb area residents.

5255.02 EMS Apparatus Repair \$2,000

Historical data has shown that as our rescues age, we see an increase in maintenance costs until the next replacement. We have been delayed in the order of our next rescue due to chassis shortages. Repairs on both rescues have skyrocketed this year. We will have some Wisconsin State Funding Assistance Program income to use in 2023 to pay for unexpected repairs that will absorb extra expense. This category otherwise would need to reflect historical spending of \$14,000.

5255.04 EMS Equipment Repair \$1,000

Our maintenance contract for a cot and loading system expired in 2022. We need to pay annually for this expense until we replace R40. We have already had three repairs to the system in 2022, showing the maintenance contract is a valuable addition to the patient loading systems in our rescues.

5255.10 EMS Fuel, Gas, Grease \$7,000

The price per gallon of fuel has increased greatly over the last 10 months. The increase in this account for 2023 is based on the actual fuel costs in the first 6 months of 2022.

5255.12 EMS Training (\$2,000)

This budget category can be reduced based on historical spending, due in part to funding provided by the State of Wisconsin for EMT Basic level classes.

5255.14 EMS Run Charges (\$3,300)

This amount is paid to the Volunteers on a per call basis. For many previous years, the amount was paid at \$15 per call. Through better recordkeeping of expenses and MHAJFD establishing more vendor accounts, the bills paid for by the Volunteers have reduced. The proposed per call amount will be reduced to \$10.

5255.15 EMT Salary \$10,600

The increase in this account for 2023 is the scheduled annual increase in base pay of the approved salary schedule. These staff costs are equally shared in the Fire Expense category 5232.15

5255.19 EMT Computer Program (\$1,800)

The laptop for medical reporting of each ambulance call will in the future be included in the purchase of the ambulance from the Capital Expenditure Fund. This will help to decrease the Operating Budget in 2023 and future budgets.

5255.22 EMS Equipment Replacement (\$2,000)

This category includes EMS coats, pants, boots, gloves and other extended use EMS supplies that need to be replaced on a scheduled basis. For only 2023, some equipment can be purchased with Wisconsin Funding Assistance Program monies, allowing a decrease in 2023.

5255.26 EMS New Equipment (\$3,000)

This category includes patient care items and other EMS equipment that last for only several years. For only 2023, some equipment can be purchased with Wisconsin Funding Assistance Program monies, allowing a decrease in 2023.

5255.27 EMS Fill-In Staff \$6,000

Fill-in staff covers openings in the full-time staff through sick, vacation, and other absences in a staff member. The increase in this category includes both a correction to match actual costs in historical spending along with an hourly rate increase in order to stay competitive in attracting persons to cover fill-in shifts. These staff costs are equally shared in the Fire Expense category 5232.16.

SAFER Grant Staff Reserve \$30,000

Added to the last page of the Budget Summary, is a two-year temporary item. This budget item will slowly ease our budget into the addition of the 8th full-time position that is currently covered by a 100% funded FEMA SAFER (Staffing for Adequate Fire & Emergency Response) grant. (An increase of the full salary and benefits in one year would alone be an 8% budget increase.)

The grant provides us with \$217,500 over 3 years for a full-time firefighter/AEMT that started January 1, 2021. This position allowed us to move to one full-time person on duty 7 days a week, 24 hours a day.

To make the budget increase more gradual, the \$30,000 per year temporary increase allows us to dedicate funds to much needed areas. In 2022 we purchased a LUCAS cardiac compression device, a battery-operated hydraulic ram, and a used SCBA (Self Contained Breathing Apparatus). For 2023 these funds will be used to fix a shortage in our Equipment Expenditure Fund that will purchase all new SCBAs when our current models turn 15 years old, an age at which National Fire Protection Association (NFPA) codes call for replacement. In 2019 the cost of one SCBA increased from \$5,000 a unit to \$8,000 a unit. The remainder of the SAFER reserve funds for 2023 will go to repair our Fund Balance (reserve) that is currently at only \$3,100. The Fire Board policy calls for an unassigned fund balance of not less than 5% of expenditures.

The Budget Summary page includes lines related to the building. Listed is the USDA loan payment due for the year, the required reserve fund as it builds each year until year 10 of the loan, and the Building Fund for future repairs.

FDMH joins neighboring departments with declining volunteerism. To assist with recruiting we implemented a yard sign and social media campaign to attract new volunteers. Another way we attempt to counteract a decline in volunteers is through our Student Volunteer Program which we implemented in 2016. The first two graduates of the program for high school students became active members of the Department, with another 12 transitioning to membership or the Internship program in the last two years. We have no current Student Volunteers due to no high school fire academy in 2022. A class is planned for spring semester of 2023. This program is of no cost to the Joint Fire Department as the turn-out gear for the students is paid for by the Mount Horeb Volunteers who fully support the program. In addition to supporting the Students, the Volunteers have donated \$50,000 in the last 12 months to the Joint Fire Department in the purchase of a UTV project, defibrillator purchase assistance, a second LUCAS device, flashlights and a Rapid Intervention Team bag (to save trapped firefighters).

Approval of the 2023 Budget Request will be at the Annual Budget Meeting set for September 28th, 2022 at 7:00 p.m. Questions on the 2023 Budget Request can be directed to Fire Chief Jenny Minter at the Fire Station, 608-437-5571.

Mount Horeb Area Joint Fire Department - 2023 Budget

ACCT#	ACCOUNT NAME	2020 BUDGET	2020 ACTUAL	2021 BUDGET	2021 ACTUAL	2022 BUDGET	2022 6 MO.	2022 EST. TOTAL	2023 BUDGET	2024 ESTIMATE
ADMINISTRATIVE										
5231.01	Board of Directors	2,500	920	1,400	1,300	1,400	0	1,400	1,400	1,400
5231.03	Board Secretary	100	0	100	100	100	0	100	100	100
5231.05	Board Treasurer	100	100	100	100	100	0	100	100	100
5231.07	Board President	200	200	200	200	200	0	200	200	200
5231.08	Insurance	28,500	26,536	29,500	34,101	33,000	29,578	36,000	33,000	34,000
5231.11	Admin Office Personnel	7,500	7,969	10,500	9,553	9,000	4,323	9,000	9,000	15,000
5231.15	Fire/EMS Administrator	107,000	104,305	108,600	108,412	113,100	56,376	111,300	113,100	115,600
5231.16	State Unemployment Insurance		24							
5231.18	Employee Benefits	180,000	176,364	185,400	209,043	199,000	104,183	208,000	210,000	246,300
5231.20	C.H.H. Cadet Program	48,000	35,617	48,000	38,930	48,000	19,122	42,000	44,000	44,000
5231.21	Disposable Supplies	8,000	6,357	8,000	8,274	8,000	2,798	8,000	8,000	8,000
5231.22	Computer Equipment	5,100	5,409	5,100	4,975	5,600	1,765	6,300	5,600	6,400
5231.23	Travel and Mileage	800	0	800	799	800	800	800	800	800
5231.24	Attorney Fees	1,000	1,160	1,000	0	500	0	500	500	500
5231.25	Insurances, Mtgs, Confer.	1,000	974	1,000	1,000	1,000	99	1,000	1,000	1,000
5231.26	Copier	8,000	7,707	8,000	7,743	7,800	3,919	7,800	7,800	7,800
5231.28	District Audit					1,500	0	1,500	1,500	1,500
5231.30	SAP	11,000	12,187	13,000	13,121	13,000	12,548	12,600	13,000	13,000
Total Administrative		408,800	385,828	420,700	437,652	442,100	235,513	446,600	449,100	495,700
FACILITIES										
5231.31	Heat	9,000	9,971	10,000	13,827	12,000	14,281	18,900	18,900	19,000
5231.33	Utilities - electric	20,000	21,788	21,200	24,876	22,900	10,663	24,600	24,600	25,000
5231.35	Utilities - water & sewer	4,500	4,295	2,900	3,389	2,300	1,856	3,400	3,400	3,500
5231.37	Telephone	13,500	13,723	13,500	13,366	13,500	6,376	12,800	12,800	13,000
5231.39	Maintenance	10,500	22,309	21,000	24,875	21,000	13,841	24,000	21,000	21,000
5231.43	Disposable Supplies	1,500	1,598	2,400	1,527	1,600	874	1,600	1,600	1,600
Total Facilities		59,000	73,684	71,000	81,860	73,300	47,892	85,300	82,300	83,100
Total Administrative & Facility		467,800	459,512	491,700	519,512	515,400	283,405	531,900	531,400	578,800

Mount Horeb Area Joint Fire Department - 2023 Budget

Fire Department Expense & Income

ACCT#	ACCOUNT NAME	2020 BUDGET	2020 ACTUAL	2021 BUDGET	2021 ACTUAL	2022 BUDGET	2022 6 MO.	2022 EST. TOTAL	2023 BUDGET	2024 ESTIMATE
5232.02	Apparatus Repair	22,000	16,780	22,000	20,971	19,000	12,428	25,000	19,000	22,000
5232.04	Equipment Repair	5,000	5,093	5,000	6,627	5,000	1,721	5,000	5,000	6,000
5232.06	Disposable Supplies	3,000	3,032	3,000	2,005	3,000	1,342	3,000	3,000	3,000
5232.10	Fuel, Gas, Grease	10,000	8,023	10,000	9,558	10,000	7,145	14,000	14,000	14,000
5232.12	Run Charges	5,000	4,830	5,000	4,920	5,000	2,445	5,000	3,500	3,500
5232.14	Clothing Allowance	4,000	3,996	4,000	3,996	4,000	1,998	4,000	4,000	4,000
5232.15	Firefighter Salary	175,900	171,156	181,000	187,296	187,000	97,311	194,600	197,600	233,500
5232.16	Fill-In Staff Wages	10,000	14,531	12,000	11,305	12,000	9,411	18,000	18,000	24,000
5232.18	Travel & Mileage	1,000	62	1,000	498	1,000	622	1,000	1,000	1,000
5232.19	Computer Program	3,200	3,815	3,200	3,109	3,700	1,804	3,700	3,700	3,700
5232.20	Apparatus Replacement									
5232.22	Equipment Replacement	32,000	31,906	36,000	35,968	36,000	4,619	36,000	36,000	36,000
5232.23	Maintenance Tools	500	136	500	188	500	28	500	500	500
5232.24	New Apparatus									
5232.25	AFG Expenditures									
5232.26	New Equipment	8,000	6,272	8,000	7,861	8,000	2,058	8,000	8,000	8,000
5232.27	DNR Grant Equipment	17,800	17,268	16,600	14,875	8,900	8,673	8,673	7,200	8,000
5232.29	Expenses - Fire Officers	2,000	1,620	2,000	975	2,000		2,000	2,000	2,000
5232.30	Capital Expenditure Fund	210,000	210,000	210,000	210,000	210,000	126,000	210,000	210,000	210,000
5233.02	Inspections/Prevention	1,500	287	1,500	815	1,500	425	1,000	1,500	1,500
5234.02	Training	8,000	7,989	8,000	5,134	8,000	2,330	6,000	6,000	6,000
Fire Department Expense		518,900	506,796	528,800	526,100	524,600	280,360	545,473	540,000	586,700
AFG Grant Funds										
DNR Grant Funds		8,900	8,634	5,500	5,208	4,500	0	4,347	2,500	3,000
Fire Income - Fire Runs		5,000	8,120	5,000	9,555	8,000	700	5,000	16,000	5,000
Fire Department Revenue		13,900	16,754	10,500	14,763	12,500	700	9,347	18,500	8,000
Total Fire Department		505,000	490,042	518,300	511,337	512,100	279,560	536,126	521,500	578,700

Mount Horeb Area Joint Fire Department - 2023 Budget

EMS Expense & Income

ACCT#	ACCOUNT NAME	2020 BUDGET	2020 ACTUAL	2021 BUDGET	2021 ACTUAL	2022 BUDGET	2022 6 MO.	2022 EST. TOTAL	2023 BUDGET	2024 ESTIMATE
EXPENSE										
5255.02	Apparatus Repair	5,000	6,703	5,500	10,732	6,000	9,744	14,000	8,000	7,000
5255.04	Equipment Repair	4,500	3,098	4,500	3,376	4,500	6,181	5,500	5,500	5,500
5255.06	Disposable Supplies	26,000	33,166	26,000	25,590	30,000	17,116	30,000	30,000	30,000
5255.10	Fuel, Gas, Grease	10,000	7,971	10,000	10,470	10,000	8,919	17,000	17,000	17,000
5255.12	Training	8,000	3,870	8,000	5,608	8,000	1,542	5,500	6,000	6,000
5255.14	Run Charges	15,000	14,715	15,000	16,155	15,000	8,760	17,500	11,700	12,000
5255.15	EMT Salary	175,900	171,156	181,000	187,296	187,000	97,311	194,600	197,600	233,500
5255.16	Clothing Allowance	4,000	3,996	4,000	3,996	4,000	1,998	4,000	4,000	4,000
5255.18	Travel and Mileage	1,000	0	1,000	499	1,000	336	1,000	1,000	1,000
5255.19	Computer Program	2,200	2,586	4,500	2,965	4,500	616	4,500	2,700	2,700
5255.20	Apparatus Replacement									
5255.22	Equipment Replacement	7,000	1,539	7,000	5,046	5,000	919	5,000	3,000	5,000
5255.24	New Apparatus									
5255.26	New Equipment	8,000	5,276	8,000	7,825	6,000	4,477	6,000	3,000	6,000
5255.27	Fill-in Staff Wages	10,000	14,531	12,000	11,305	12,000	9,411	18,000	18,000	24,000
5255.28	EMS Paid On Call	80,000	75,280	85,000	71,670	80,000	38,217	80,000	80,000	80,000
5255.29	Expenses - EMS Officers, Directors	5,600	5,383	5,600	5,417	5,600	2,691	5,600	5,600	5,600
5255.30	Capital Expenditure Fund	105,000	105,000	105,000	105,000	105,000	63,000	105,000	105,000	105,000
	EMS Expense	467,200	454,270	482,100	472,950	483,600	271,239	513,200	498,100	544,300
	EMS Revenue	375,000	356,792	375,000	342,821	375,000	194,015	375,000	375,000	375,000
	Total EMS	92,200	97,478	107,100	130,129	108,600	77,225	138,200	123,100	169,300

Mount Horeb Area Joint Fire Department - 2023 Budget

BUDGET SUMMARY	2020		2021		2021		2022		2022		2023		2024	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	6 MO.	EST. TOTAL	BUDGET	ESTIMATE			
Administrative/Facilities	467,800	459,512	491,700	519,512	515,400	519,512	515,400	283,405	531,900	531,400	578,800	531,400	578,800	
Fire Department	505,000	490,042	518,300	511,337	512,100	511,337	512,100	279,660	536,126	521,500	578,700	521,500	578,700	
EMS	92,200	97,478	107,100	130,129	108,600	130,129	108,600	77,225	138,200	123,100	169,300	123,100	169,300	
SAFER Grant Staff Reserve					30,000	-	30,000	26,588	30,000	60,000	-	60,000	-	
Total Budget	1,065,000	1,047,032	1,117,100	1,160,978	1,166,100	1,160,978	1,166,100	666,878	1,236,226	1,236,000	1,326,800	1,236,000	1,326,800	
USDA Loan:														
Building Loan Payment	346,800	291,544	296,200	292,363	296,200	292,363	296,200		292,434	296,200	296,200	296,200	296,200	
Building Construction Expense	-	74,719	-	-	-	-	-			-	-	-	-	
USDA Loan Reserve	34,680	50,572	59,240	79,241	88,860	79,241	88,860		107,910	118,480	148,100	118,480	148,100	
Operating Account:														
Fund Balance	58,400	46,693	20,000	3,088	52,700	3,088	52,700		3,100	33,100	45,000	33,100	45,000	
Dedicated Insurance Funds	24,700	24,700	-	-	-	-	-		-	-	-	-	-	
Special Funds:														
Personnel Fund	61,000	62,129	62,000	62,199	62,100	62,199	62,100		62,300	62,300	62,300	62,300	62,300	
Equipment Fund (SCBAs, extrication equip)	134,100	134,641	129,500	119,516	140,000	119,516	140,000		136,766	154,000	171,200	154,000	171,200	
Capital Expenditure Fund (vehicles)	492,900	56,426	82,500	124,455	359,700	124,455	359,700		389,700	229,700	(445,300)	229,700	(445,300)	
Building Fund - Future Repairs	1,000	11,908	2,000	12,629	14,000	12,629	14,000		20,600	25,000	30,000	25,000	30,000	



Mount Horeb Area Joint Fire Department

400 Blue Mounds Street
Mount Horeb, Wisconsin 53572

Phone: (608) 437-5571

Fax: (608) 437-3873

Email: jminter@fdmh.org

DATE: August 30, 2022

TO: Fire District Municipalities

FROM: Chief Jenny Minter 

SUBJECT: Capital Expenditure Fund

Enclosed you will find the MHAJFD Capital Expenditure Fund and Apparatus Replacement Schedule that will be presented at the Annual Budget Meeting scheduled for Wednesday, September 28, 2022 beginning at 7:00 p.m.

The objective of the Capital Expenditure Fund is to keep all apparatus and apparatus mounted equipment expenditures within the annual Fire Department Operating Budget requiring no additional funds from individual municipalities. Modifiers include obligations, unforeseen major repairs, special purchases, contributions, interest earned, miscellaneous income, etc.

The replacement of large fire trucks is at a 20-year interval. Ambulance replacements will switch to a 6-year interval with the purchase of the next Rescue 38 in 2023. These figures are based on a review looking at call volume, mileage/hours, repair costs, downtime during repairs, and both NFPA and ISO recommendations. This evaluation process will need to continue on a regular basis to ensure that MHAJFD is able to "get out the door" and serve our customers.

We currently have no loan obligations for apparatus. This fund has within the last several years, moved to an annual maintenance amount, showing no signs of budget increase needed. The schedule has been updated to show apparatus needs for the next 15 years. The MHAJFD board is supportive of this fund document and is looking towards working within this proposal for future purchases.

The enclosed document is only a projection and is proposed that in order to maintain a consistent apparatus replacement schedule we will need to continue at the planned level of investments. A presentation on this Fund and Schedule will be given at the Annual Budget Meeting. If you have any questions please feel free to contact me at the fire station.

Capital Expenditure Fund & Replacement Schedule

Capital Expenditure Fund		Apparatus Replacement Schedule				
Year	Fund Contributions	Loan Payments	Scheduled Replacement	Loan Proceeds	Replacement Cost	Sale Proceeds/Extra Payments End of Year Balance
2021	\$315,000		Engine 2 completion		\$284,000	\$52,200
2022	\$315,000		Defibrillators		\$60,000	\$389,700
2023	\$315,000		Rescue 38, B1/C1		\$475,000	\$229,700
2024	\$315,000		Engine 4		\$990,000	-\$445,300
2025	\$315,000					-\$130,300
2026	\$315,000		Rescue 40		\$445,000	-\$260,300
2027	\$315,000					\$54,700
2028	\$315,000		Brush 1/Car 1		\$90,000	\$279,700
2029	\$315,000		Rescue 38		\$515,000	\$79,700
2030	\$315,000					\$394,700
2031	\$315,000					\$709,700
2032	\$315,000		Rescue 40 + Defibs		\$656,000	\$368,700
2033	\$315,000					\$683,700
2034	\$315,000		Engine 3		\$1,000,000	-\$1,300
2035	\$315,000		Rescue 38		\$690,000	-\$376,300
2036	\$315,000					-\$61,300
2037	\$315,000					\$253,700
2038	\$315,000		Rescue 40		\$800,000	-\$231,300

At inception, the apparatus fund increased 9% each year. For the years 2011 to 2016 increases in contributions to the fund ranged from 11% to 15%. In 2018, the fund contributions were able to be decreased to maintenance levels. Large apparatus repairs or apparatus mounted equipment replacements have also historically come from this fund. Sales from used apparatus are deposited into the account, but recent sales have not been large enough to affect fund contributions.

modified 8/16/22



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
September 7, 2022	

AGENDA ITEM # 6.b

Appearance by Sandy Strommen: Moving Toward Dedicated Pickelball Courts

BACKGROUND

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.d

Consideration of Ethics Policy

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. Code of Ethics For Approval 8.9.22

Ethics Code

1. Statement of Purpose.

- (a) The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established in this Code of Ethics for all Village of Mount Horeb officials and employees, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions of the Village, as well as any individuals who are candidates for elective office as soon as such individuals file nomination papers with the Village.
- (b) The purpose of this Ethics Code is to establish guidelines for ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the Village of Mount Horeb and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Village. The Village Board believes that a Code of Ethics for the guidance of elected and appointed officials and employees will help them avoid conflicts between their personal interests and their public responsibilities, will improve standards of public service and will promote and strengthen the faith and confidence of the citizens of this Village in their elected and appointed officials and employees. The Village Board hereby reaffirms that each elected and appointed Village official and employee holds his or her position as a public trust, and any intentional effort to realize substantial personal gain through official conduct is a violation of that trust. The provisions and purpose of this Ethics Code and such rules and regulations as may be established are hereby declared to be in the best interests of the Village of Mount Horeb.

2. Definitions.

The following definitions shall be applicable in this Chapter:

- (a) **Public Official.** Those persons serving in statutory elected or appointed offices provided for in Chapter 62 of the Wisconsin Statutes, and all members appointed to boards, committees and commissions established or appointed by the Village President and/or Village Board pursuant to this Code of Ordinances, whether paid or unpaid.
- (b) **Public Employee.** Any person excluded from the definition of a public official who is employed by the Village.
- (c) **Anything of Value.** Any gift, favor, loan, service or promise of future employment, but does not include reasonable fees and honorariums, or the exchange of seasonal, anniversary or customary gifts among relatives and friends.
- (d) **Business.** Means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages in profit-making activities.
- (e) **Personal Interest.** The following specific blood or marriage relationships:
 - (1) A person's spouse, mother, father, child, brother or sister; or
 - (2) A person's relative by blood or marriage who receives, directly or indirectly, more than one-half ($\frac{1}{2}$) support from such person or from whom such person receives, directly or indirectly, more than one-half ($\frac{1}{2}$) of his support.
- (f) **Significant Interest.** Owning or controlling, directly or indirectly, at least ten percent (10%) or Five Thousand Dollars (\$5,000.00) of the outstanding stock of at least ten percent (10%) or Five Thousand Dollars (\$5,000.00) of any business.

-
- (g) **Financial Interest.** Any interest which shall yield, directly or indirectly, a monetary or other material benefit to the officer or employee or to any person employing or retaining the services of the officer or employee.
 - (h) **Staff.** Any full- or part-time employee of the Village.

3. Statutory Standards of Conduct.

There are certain provisions of the Wisconsin Statutes which should, while not set forth herein, be considered an integral part of any Code of Ethics. Accordingly, the provisions of the following sections of the Wisconsin Statutes, as from time to time amended, are made a part of this Code of Ethics and shall apply to public officials and employees whenever applicable, to wit:

- (a) **Sec. 19.59.** State Ethics Law.
- (b) **Sec. 946.10.** Bribery of Public Officers and Employees.
- (c) **Sec. 946.11.** Special Privileges from Public Utilities.
- (d) **Sec. 946.12.** Misconduct in Public Office.
- (e) **Sec. 946.13.** Private Interest in Public Contract Prohibited.

4. Responsibility of Public Office.

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and carry out impartially the laws of the nation, state and municipality, to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their prime concern. Their conduct in both their official and private affairs should be above reproach so as to foster respect for government.

5. Dedicated Service.

- (a) Officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.
- (b) Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.
- (c) Members of the Village staff are expected to follow their appropriate professional code of ethics. Staff members shall file a copy of such professional ethics codes with the Village Clerk. The Village Clerk may notify the appropriate professional ethics board of any ethics violations involving Village employees covered by such professional standards.

6. Fair and Equal Treatment.

- (a) **Use of Public Property.** No official or employee shall use or permit the unauthorized use of Village-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as Village policy for the use of such official or employee in the conduct of official business, as authorized by the Village Board or authorized board, commission or committee.
- (b) **Use of Village Stationery.** No official or employee shall use, or permit the unauthorized use of, Village stationery for personal use.

-
- (c) **Obligations to Citizens.** No official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen. No official or employee shall use or attempt to use his or her position with the Village to secure any advantage, preference or gain, over and above his rightful remuneration and benefits, for himself or for a member of his or her immediate family.
 - (d) **Political Contributions.** No official shall personally solicit from any Village employee, other than an elected official, a contribution to a political campaign committee for which the person subject to this Chapter is a candidate or treasurer.

7. Conflict of Interest.

(a) Financial and Personal Interest Prohibited.

- (1) No official or employee of the Village, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties in the public interest contrary to the provisions of this Chapter or which would tend to impair independence of judgment or action in the performance of official duties.
- (2) Any member of the Village Board who has a financial interest or personal interest in any proposed legislation before the Village Board shall disclose on the records of the Village Board the nature and extent of such interest; such official shall not participate in debate or vote for adoption or defeat of such legislation.
- (3) Any non-elected official who has a financial interest or personal interest in any proposed legislative action of the Village Board or any board, commission or committee upon which the official has any influence or input or of which the official is a member that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Village Board or the appropriate board, commission or committee the nature and extent of such interest. Such official shall not participate in debate or discussion or vote for adoption or defeat of such legislation.
- (4) Any Village employee who has a financial interest or personal interest in any proposed legislative action of the Village Board or any board, commission or committee upon which the employee has any influence of input, or of which the employee is a member, that is a make to recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Village Board or the appropriate board, commission or committee the nature and extent of such interest.

- (b) **Disclosure of Confidential Information.** No official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Village, nor shall such information be used to advance the financial or other private interests of the official or employee or others.

(c) Gifts and Favors.

- (1) No official or employee, personally or through a member of his immediate family, may solicit or accept, either directly or indirectly, from any person or organization, money or anything of value if it could be expected to influence the employee's official actions or judgments or be considered a reward for any action or inaction on the part of the official or employee.
- (2) No official or employee personally, or through a member of his immediate family, shall accept any gift, whether in the form of money, service, loan, thing or promise, from any person which could reasonably be expected to impair his independence of judgment or action in the performance of his duties or grant in the discharge of his duties any improper favor, service or thing of value. However, it is not a conflict of interest for any public official or employee to receive hospitality that is unsolicited and unrelated to government business, such as a meal, and that is not intended to influence the official.

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- (3) An official or employee is not to accept hospitality if, after consideration of the surrounding circumstances, it could reasonably be concluded that such hospitality would not be extended were it not for the fact that the guest, or a member of the guest's immediate family, was a Village official or employee. Participation in celebrations, grand openings, open houses, informational meetings and similar events are excluded from this prohibition. This paragraph further shall not be construed to prevent candidates for elective office from accepting hospitality, as a properly reported political contribution, from citizens for the purpose of supporting the candidate's campaign. (The State Ethics Board has interpreted "hospitality" as it applies to state officials as including meals, beverages and lodging which a person offers at his residence and would have been offered if the recipient was not an official).
- (4) Gifts received by an official or employee or his immediate family under unusual circumstances shall be referred to the Village Board within ten (10) days of receipt for recommended disposition. Any person subject to this Chapter who becomes aware that he is or has been offered any gift, the acceptance of which would constitute a violation of this Subsection, shall, within ten (10) days, disclose the details surrounding said offer to the Village Board. Failure to comply with this reporting requirement shall constitute an offense under this Chapter.
- (d) **Representing Private Interests Before Village Agencies or Courts.**
- (1) Non-elected Village officials and employees shall not appear on behalf of any private person (other than him or herself, his or her spouse or minor children) before any Village agency, board, commission or the Village Board if the official or employee or any board, commission or committee of which the official or employee is a member has any jurisdiction, discretion or control over the matter which is the subject of such representation.
- (2) Elected Village officials may appear before Village agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of public or civic obligations. However, the disclosure requirements of Subsection (a) above shall be applicable to such appearances.
- (e) **Ad Hoc Committee Exceptions.** No violation of the conflict-of-interest restrictions of this Section shall exist, however, where an individual serves on a special ad hoc committee charged with the narrow responsibility of addressing a specific issue or topic in which that individual, or the employer or a client of that individual, has an interest so long as the individual discloses to the Village Board that such interest exists.
- (f) **Contracts with the Village.** No Village official or employee who, in their capacity as such officer or employee, participates in the making of a contract in which he has a private pecuniary interest, direct or indirect, or performs in regard to that contract with some function requiring the exercise of discretion on his part shall enter into any contract with the Village unless, within the confines of Sec. 946.13, Wis. Stats.:
- (1) The contract is awarded through a process of public notice and competitive bidding or the Village Board waives the requirement of this Section after determining that it is in the best interest of the Village to do so.
- (2) The provisions of this Subsection shall not apply to the designation of a public depository of public funds.

8. Advisory Opinions.

When an official or employee has doubt as to the applicability of a provision of this Ethics Code to a particular situation or definition of terms used in this Chapter, he should apply to the Village Administrator for an advisory opinion from the Village Attorney and will be guided by that opinion when given. The official or employee shall have the opportunity to present his interpretation of the facts at issue and of the applicability provisions of this Chapter before such advisory decision is made. This Chapter shall be operative in all instances covered by its provisions except when superseded by an applicable statutory provision and statutory action is mandatory, or when the application of a statutory provision is discretionary, but determined by the Village Attorney to be more

appropriate or desirable. Advisory requests and opinions shall be kept confidential, except when disclosure is authorized by the requestor, in which case the request and opinion may be made public.

9. Hiring Relatives.

- (a) This Section governs the proposed hiring of individuals for full-time or part-time work as Village employees who are members of the immediate family of Village employees or elected officials. "Immediate family" includes those relatives by blood or marriage defined in Section 2(e) as personal interests.
- (b) Hiring an immediate family member of any current Village employee or elected Village official will be considered only if that individual has the knowledge and skills, experience or other job-related qualifications that warrant consideration for the position. A person cannot be hired for either full-time or part-time employment in a position immediately supervised by a member of that person's immediate family.
- (c) This Section does not apply to non-elected officials who are asked to accept appointment as members of a Village Board, commission or committee; non-elected officials, however, will be expected to disqualify themselves from participation in matters under consideration which may affect the hiring, retention, classification or compensation of their immediate family if currently employed or being considered for employment by the Village.

10. Employees Covered by Collective Bargaining Agreements.

In the event an employee, covered under a collective bargaining agreement, is allegedly involved in an Ethics Code violation, the terms and conditions set forth in the applicable collective bargaining agreement shall prevail in the administration and interpretation of this Ethics Code Chapter.

13. Employee Protection.

No appointing authority, agent of an appointing authority or supervisor may initiate or administer, or threaten to initiate or administer, any retaliatory action against a Village employee following an employee's disclosure of information related to the violation of any federal or state law, rule or regulation, the mismanagement or abuse of authority, a substantial waste of public funds, or a danger to public health and safety. Nothing in this Section restricts the right of the Village as an employer to take appropriate disciplinary action against an employee who knowingly makes an untrue statement or discloses information, the disclosure of which is specifically prohibited by federal or state law, rule or regulation.



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 6.e

Consider Resolution 2022-10 "ANNUAL BANK AUTHORIZATION RESOLUTION"

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 8. reso 2022-10 Annual Bank Authorization

RESOLUTION 2022-10

ANNUAL BANK AUTHORIZATION RESOLUTION

WHEREAS, the Village of Mount Horeb, Dane County, Wisconsin has the responsibility to maintain security for the finances of the village; and

WHEREAS, the Village has a limited number of employees to maintain that security;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Mount Horeb, Dane County, Wisconsin that the following employees will be given the authority to handle the finances as described below:

Bank Accounts: All bank accounts require two signatures for checks or withdrawals, unless the Village Administrator gives authorization to modify this requirement. The Clerk or Treasurer are authorized to set up new bank accounts or close accounts, as needed, following the requirements established in this resolution. The authorized signers shall be the Clerk, Treasurer, Deputy Treasurer, and Village President unless the Village Administrator approves other signers.

Wire Transfers/ACH Transactions: The Clerk, Treasurer, or Deputy Treasurer may send wire transfers or ACH transactions as necessary to conduct village business, with a daily limit of \$1,000,000 and prior approval of the Village Administrator.

Online Transfers: The Clerk, Treasurer, or Deputy Treasurer may transfer funds online between bank accounts as needed to conduct village business.

AUTHORIZED FINANCIAL INSTITUTIONS

Pursuant to approved Village policy 100-10 - Financial Investments, the following are authorized public depositories for funds of the Village of Mount Horeb:

Farmers Savings Bank, State Bank of Cross Plains, BMO Harris Bank, Mound City Bank, Old National Bank, and the State of Wisconsin Local Government Investment Pool.

Deposits in authorized financial institutions shall be time deposits, demand deposits, or savings deposits and may vary with each public depository from time-to-time.

With the exception of Village investments in authorized bonds, each public depository must furnish security in a format acceptable to the Village for all Village deposits held in excess of federally insured amounts.

Introduced and passed this 7th day of September 2022.

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 6.f

Consider Resolution 2022-11 "RESOLUTION REQUESTING EXEMPTION FROM COUNTY LIBRARY TAX"

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 9. reso 2022-11 Library Exemption Resolution

RESOLUTION 2022-11

Resolution Requesting Exemption from County Library Tax

WHEREAS the Dane County Board has established a county library and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS the Dane County Library Board has determined that the library serving the Village of Mount Horeb meets the minimum standards of operation established by the County Board (RES 185, 2011-2012; RES 98, 2013-2014; RES 233, 2016-2017) in compliance with Section 43.11 (3) (d) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city which levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the city or village for the current year, and

WHEREAS the Village of Mount Horeb will appropriate in 2022 and expend in 2023 an amount in excess of that calculated above in support of its library,

NOW THEREFORE BE IT RESOLVED that the Village of Mount Horeb hereby requests of the Dane County Board of Supervisors that the Village of Mount Horeb be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that confirmed copies of this resolution will be forwarded by the Village clerk to the following party:

Tracy Herold, Director
Dane County Library Service
1874 S. Stoughton Rd.
Madison, WI 53716

Date Passed: _____

Vote: _____

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 6.g

Consider Resolution 2022-12 "RESOLUTION IN RECOGNITION OF CURT WITYNSKI AND GAIL SUMI"

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 10. reso 2022-12 League Retirement Recognition

RESOLUTION 2022-12

Resolution in Recognition of Curt Witynski and Gail Sumi

WHEREAS, since 1987, Curt Witynski has been providing leadership, guidance, and advocacy to benefit the cities and villages of Wisconsin; and

WHEREAS, since 2011, Gail Sumi has given voice to, and enlightened and informed Wisconsin's local leaders through her direction and coordination of the League of Wisconsin Municipalities' multiple channels of communication, including editing and production of *The Municipality*; and

WHEREAS, Mr. Witynski and Ms. Sumi have been thought leaders and trusted advisors for local officials, both elected and appointed; and

WHEREAS, Curt Witynski and Gail Sumi have contributed in countless ways to the prosperity and success of local government in Wisconsin; and

WHEREAS, in addition to their tireless efforts on behalf of municipal government, Curt Witynski and Gail Sumi have been role models for thousands of local leaders; and

WHEREAS, Mr. Witynski and Ms. Sumi will be retiring from daily service to local government at the end of calendar year 2022,

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Village of Mount Horeb, Wisconsin expresses its profound gratitude to Curt Witynski and Gail Sumi for their service; and

BE IT FINALLY RESOLVED that the Village Board of Village of Mount Horeb, Wisconsin congratulates them both on their careers of leadership and wishes them well in future endeavors.

Introduced and passed this 7th day of September, 2022.

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY**AGENDA ITEM # 6.h**

Consider Resolution 2022-13 "RESOLUTION TO RENAME THE 'WEDNESDAY NIGHT LIVE STAGE' TO 'JEFKO STAGE'"

BACKGROUND**RECOMMENDATION****ATTACHMENTS**

1. reso 2022-13 Jefko Recognition

RESOLUTION 2022-13

Resolution to Name Wednesday Night Live Stage as Jefko Stage

WHEREAS, Wednesday Night Live has become a staple of Mount Horeb summers over the last 25 years; and

WHEREAS, Charlie Jefko's leadership has been instrumental in organizing the event and making it a destination event; and

WHEREAS, along with his wife Cynthia and many volunteers has devoted countless hours and energy into planning and preparing for Wednesday night live; and

WHEREAS, after years of hard work and dedication to making Wednesday Night Live a huge success Mr. Jefko has decided to transition out of his leadership role; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Village of Mount Horeb, Wisconsin expresses its profound gratitude to Charlie Jefko for his service; and

BE IT FINALLY RESOLVED that the Village Board of Village of Mount Horeb, Wisconsin names the Wednesday Night Live Stage at Grundahl Park the Jefko Stage.

Introduced and passed this 7th day of September, 2022.

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
September 7, 2022	

AGENDA ITEM # 6.i

Consideration of 2023-2025 WPPA Contract Agreement

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. 5. WPPA-Mount Horeb 2 DRAFT 2023-2025

Agreement between the

VILLAGE MOUNT HOREB

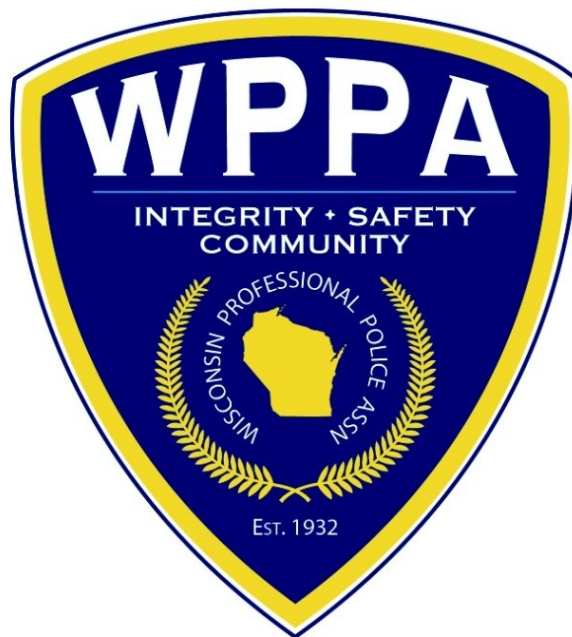
and the

MOUNT HOREB PROFESSIONAL POLICE

ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION



2023 - 2025

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AGREEMENT

This agreement, made and entered into at Mount Horeb, Wisconsin, by and between the Village of Mount Horeb, Wisconsin, hereinafter referred to as "Village" or "Employer" and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, hereinafter referred to as the "Association" for and on behalf of the members of the Mount Horeb Professional Police Association, regarding rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

It is intended by the parties hereto that the Employer-employee relationship which exists now, and has heretofore existed by and between the Employer and the members of the bargaining unit, shall continue in the same amicable and peaceful manner as that which has existed in the past, and that agreements reached and set forth herein shall be binding upon the parties.

The Village agrees that there shall be no discrimination by the Village against any employee covered by this Agreement because of his/her membership or activities in the Association, nor will the Village interfere with the right of such police officers or employees to become members of the Association.

ARTICLE I - MANAGEMENT RIGHTS

SECTION 1.01 - The Village Board, on its own behalf and in behalf of the electors and citizens of the Village, retains and reserves unto itself, without limitation, all powers, authorities, and rights of management and control of Village property, finances, highways, streets, and public services, conferred upon and vested in it by applicable law, rules and regulations, and particularly as set forth in Wisconsin State Statutes, and retains the right to act for the Government and good order of the Village, for its commercial benefit and for the health, safety, welfare, and convenience of the public, except to the precise extent such functions and rights are explicitly, clearly, and unequivocally restricted by the express terms of this Collective Bargaining Agreement. These powers, authorities, and rights include, but are not limited by enumeration of the following powers, authorities, and rights:

- 1) To direct all operations of the Village Government including the Police Department, all utilities, commissions, and boards of said Village;

- 2) To delegate as permitted under law, any of these functions and activities to any commission or board of said Village;
- 3) To hire, promote, transfer, schedule, and assign police officers to jobs within the Police Department, customary to those duties of a Police Officer;
- 4) To determine the number of police officers and employees to be employed, the duties of each of these police officers and employees, the nature and place of their work, and to schedule the work of all police officers and employees;
- 5) To create, combine, or eliminate any police officer position deemed advisable and necessary by the Village Board;
- 6) To suspend, discharge, and take other disciplinary action against police officers and employees for just cause;
- 7) To reduce a full-time position to an integral part-time position due to layoff;
- 8) To maintain efficiency and productivity in Village operations;
- 9) To take whatever action is necessary to comply with State or Federal law;
- 10) To introduce new or improved methods or facilities or equipment;
- 11) To select employees, establish quality standards, and evaluate employee performance;
- 12) To contract out for goods and services;
- 13) To determine the methods, means, and personnel by which the Police Department operations are to be conducted;
- 14) To take whatever action is necessary to carry out the functions of the Village government and services in situations of emergency;
- 15) To maintain discipline and to establish rules and regulations governing the handling of discipline by police officers and employees;
- 16) To provide rules and regulations for the control and use of the properties and facilities of the Village;
- 17) To provide measures for the safety and health of employees, citizens, and visitors upon the properties of the Village and the protection of such property;

- 18) To enforce the rules and regulations as set forth in Village policies now in effect and to establish new rules, regulations, and policies from time to time governing the operation of the Village.

ARTICLE II - RECOGNITION

SECTION 2.01 - The Village hereby recognizes the Association as the sole and exclusive bargaining agent with respect to hours, wages, and conditions of employment for all regular full-time and regular part-time employees in the Police Department having the power of arrest, excluding the Chief of Police, managerial, supervisory, confidential, executive, temporary and casual employees. ~~Regular part time employee is defined as a police officer or employee who works more than 1040 hours per year.~~

ARTICLE III - HOURS

SECTION 3.01 - The normal "work period" for each police officer and employee shall consist of twenty eight (28) days. The normal shift shall consist of eight and one-half (8 ½) hours.

SECTION 3.02 - The Chief of Police will post each police officer and employee "work period" on the work schedule a minimum of two (2) weeks in advance.

SECTION 3.03 – The normal work schedule shall consist of six (6) consecutive days on followed by three (3) days off.

ARTICLE IV - OVERTIME PAY

SECTION 4.01 - Police officers and employees shall be compensated at the rate of time and one-half (1½) based on their normal rate of pay for all hours exceeding their normal work day or work week.

SECTION 4.02 - Court Time - For court appearances police officers shall be compensated at time and one-half on an officer's day off with a two hour minimum. Officers will be paid if not notified within twelve (12) hours of any cancellation or postponement.

SECTION 4.03 - Compensatory Time Off - Employees shall be allowed to accrue up to seventy-six and one-half (76.5) hours of compensatory time at any time. Employees may use accrued comp time following the same procedure used for personal days. Any accrued comp time not scheduled by December 1 shall be paid out on the first payday in December.

SECTION 4.04 – Selection of Vacant Shifts – When there is more than 14 days notice of an open shift, part-time officers may sign up for an unlimited number of open shifts on a first-come, first-served basis, and bumping of part-time officers who sign up is not allowed.

When there is less than or equal to 14 days notice of an open shift, the following rules apply. Part-time officers may sign up for any open shift(s) on a first-come, first-served basis, and bumping of part-time officers who sign up is not allowed. Full-time officers may sign up for any open shift(s) by seniority, to include bumping of less senior full-time officers. Any full-time officer electing to bump a less senior full-time officer shall indicate such on the Overtime Sign-Up sheet, and shall notify the bumped officer himself/herself. Full-time officers may sign up to work a partial shift. However, if electing to only sign up for a partial shift, it shall be that officer's responsibility to secure another officer to fill the remainder of the shift. When there is 48 hours or less prior to the start of the shift, whoever signed or signs up for the open shift shall be responsible for the shift as signed up for and cannot be bumped.

ARTICLE V - WORKERS COMPENSATION

SECTION 5.01 – State Worker's Compensation regulations will be used to determine a job or work-related injury or illness.

ARTICLE VI - WAGES

SEE APPENDIX "A" ATTACHED.

ARTICLE VII - SENIORITY

SECTION 7.01 - Each police officer shall earn, accumulate, or lose seniority as follows:

- 1) While on probation police officers and employees shall not acquire or accumulate seniority. Upon completion of probation, police officers and employees shall receive seniority credits retroactive to date of employment.
- 2) Police officers and regular part-time employees who work a regular schedule of less than full-time shall earn seniority prorated related to full-time employment. Temporary and casual employees will not earn seniority.
- 3) Police officers and employees on military leave shall earn and accumulate seniority in accordance with State and Federal Standards.
- 4) Police officers and employees seniority shall be terminated or lost when:
 - a) the police officer or employee quits or is discharged in the manner as provided for in this agreement;
 - b) the police officer or employee fails to return to work upon completion of a leave of absence, within ninety (90) days after a military tour of duty (as provided by law), or fails to respond to a recall from layoff.
- 5) The Employer shall furnish an up-to-date seniority list by February 1 and August 1 of each year to the union steward. Such list shall include the names, classifications, and dates of hire of all police officers and all employees.
- 6) Each October 1st – October 10th, employees will be allowed to select shifts with such changes to be effective on or about January 1st. Such shift changes are to be based on seniority and preference. If shift openings occur between January 1st and the following October 1st, the openings will be posted and assignment will be made by seniority when there are enough qualified employees to staff each shift.

ARTICLE VIII - PROBATIONARY PERIOD

SECTION 8.01 - All newly hired police officers and employees shall be on probation for the first year of employment. Effective January 1, 2023 all newly hired police officers and employees shall be on probation for 18 months. If a newly hired police officer has to attend the Academy upon hire, then the 18 month probationary period shall commence upon academy graduation. Any employee who has not received written notice of termination or notice that his/her probationary period has been extended prior to the date of completion of their probationary period shall be considered to have completed their probationary period. Probationary police officers and employees shall have all the rights provided by this Agreement, except as provided elsewhere and except the right to grieve discipline or discharge. The Employer reserves the right to extend the probationary period of police officers and employees if, in the opinion of the Employer, the police officer or employee has not satisfactorily completed its first year of probation. Such extension of the probation period shall not exceed six months. Upon completion of the probationary period, the employee moves to the second step in the wage schedule. Police officers or employees who are promoted shall serve a six (6) month trial period. If promoted, the police officer or employee goes to the beginning step of the next level or their present pay, whichever is higher. After successful completion of the trial period, the police officer or the employee goes to the next step.

SECTION 8.02 – Any noncertified officers hired by the Village for sponsorship to the Police Recruit Academy shall comply with this section:

- 1) A newly hired Police Officer will be sworn in by the Village prior to the start of the Police Recruit Academy per Wisconsin Training and Standards Rules and Regulations.
- 2) Newly hired Police Officers who are sponsored by the Village to the Police Recruit Academy (“recruit officer”) to become certified will receive 75% of the start rate wage as listed in Article VI, Appendix A, of the CBA, while in attendance at the academy. Upon the first day following graduation and successful completion of a background check, the recruit officer will move to the status of certified police officer and will move to the start rate on the wage scale in Article VI Appendix A of the CBA. If the recruit officer is assigned to field training prior to the start of the recruit academy the

officer will receive pay at the start rate until the recruit officer is assigned to the recruit academy.

- 3) The recruit officer's seniority date under Article VII of the CBA will commence on the date the recruit officer becomes a certified police officer.
- 4) The Village will pay for the recruit officer's academy costs as set forth in an individual agreement between the recruit officer and the Village. Potential reimbursement of those costs will be as set forth in that individual agreement.
- 5) The recruit officer will be scheduled for forty (40) hours per week, at the rate set forth in number 1 above, solely for the purpose of attendance at the academy's daily schedule (Monday-Friday) and will not be eligible for voluntary overtime hours (ie., patrol shifts, special events, other certified law enforcement shifts, etc.). The recruit officer's assigned work location will be the technical college while attending the recruit academy. If the academy requires attendance on Saturday or Sunday, the recruit officer will receive overtime for those hours in attendance after 40 hours in a 7-day period. Overtime is defined as 1.5 times the rate of pay for that employee. From the date of hire, the recruit officer will be afforded the benefits extended by the CBA and the Village, including but not limited to health insurance, paid holidays, and WRS protective status, subject to the terms of the CBA and those plans.
- 6) During the period the recruit officer is attending the academy, the recruit officer will be in probationary status and serves at the pleasure of the Chief of Police and may be terminated at will. The 18 month probationary period outlined in the CBA will begin upon successful completion of the academy and is subject to terms and conditions outlined in the CBA. The Chief of Police or designee shall receive reports from the Academy Director regarding attendance and performance. The recruit officer shall adhere to the Village's attendance policy as well as the academy attendance policy. If the recruit officer does not satisfactorily complete the academy the recruit officer may be terminated without recourse to the CBA's grievance procedure or Wis. Stat §62.13 (5).

- 7) The recruit officer may not carry a concealed weapon until such time the recruit officer successfully completes the academy and qualifies with the department firearm unless the officer has a valid Wisconsin CCW permit.

ARTICLE IX - VACATIONS

SECTION 9.01 - Police Officers and employees shall be entitled to the following amount of vacation in accordance with their continuous service:

- 1) Eighty-Five (85) hours ~~after~~ at one (1) year of service
- 2) One-hundred-twenty-seven-and-a-half (127 ½) hours ~~after~~ at six (6) years of service
- 3) On the tenth (10) year and each year thereafter, eight-and-one-half (8 ½) additional hours per year shall be added to the vacation until total annual vacation hours reach a total of one hundred seventy (170) hours.

SECTION 9.02 - New police officers and employees, while on their first year, shall earn, but not receive, vacation. Upon completion of their first year, based on their anniversary date of employment, they shall be entitled to their two (2) weeks of vacation. Any police officer or employee terminated or resigning before the completion of one (1) year will not be entitled to any vacation.

SECTION 9.03 - Each police officer and employee shall use their vacation time during the year following the earning of the vacation time. If it is not used during that year, it lapses unless consent is obtained from the Chief of Police and Village Administrator to extend it to the following year. Each police officer and employee shall be compensated while on vacation at the rate of pay in effect for him/her at the time the vacation credits are used.

SECTION 9.04 - The time of taking vacations must be approved by the Chief of Police. Any police officer or employee must give the Chief of Police at least two (2) weeks notice of their desire to take a vacation and the time requested.

SECTION 9.05 - The Village, within two (2) weeks after the first anniversary of employment and each anniversary thereafter, will certify to the police officer or employee their vacation entitlement.

ARTICLE X - HOLIDAYS WITH PAY

SECTION 10.01 - Holidays shall be as follows: New Years Day, **Martin Luther King Day**, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, December 24, Christmas Day, **New Years Eve**, and four (4) floating holidays. Holidays and floating holidays shall be pro-rated for new hires based on their date of hire during the current calendar year of their hire date.

SECTION 10.02(a) HOLIDAY ALLOWANCE - All employees shall receive eight and one-half (8½) hours of straight time pay for each holiday listed in SECTION 10.01 [ten (10) holidays X 8.5 hours = 85.0 hours], to be taken either as pay or holiday compensatory time off. This allowance is earned regardless of whether the employee works on a named holiday or not, and shall be credited to an employee's holiday compensatory time off "bank." ~~Three (3)~~ **Four (4)** floating holidays shall be credited to each employee's bank each January 1st, while the named holidays shall be credited to each employee's bank as the holiday occurs. Holiday compensation taken as time off in lieu of pay must be approved in advance by the Chief of Police or his/her designee.

~~Effective upon ratification of this Agreement, employees with more than 85 hours of holiday compensatory time off shall have all hours in excess of 85 hours segregated in a separate account or column. This "excess" bank cannot be added to moving forward, and shall only be used as time off and/or pay (and on a schedule for such use or pay) as mutually agreed to by the Village and each affected employee, if any.~~

Any accrued holiday compensatory time off in an employee's "regular" bank not scheduled by December 1st of each year in excess of 51 hours shall be paid out on the first payday in December. "Regular" holiday compensatory time off up to 51 hours may be carried forward to the next calendar year, but at no time ~~moving forward (starting in 2017)~~ will an employee's "regular" holiday compensatory time off bank exceed ~~136~~ **144 ½** hours.

SECTION 10.02(b) WORK ON A HOLIDAY - Employees who work on an observed holiday listed in SECTION 10.01 (excluding floating holidays) shall be paid at time and one-half (1½) for all regularly scheduled hours, in addition to the allowance received in subsection (a) above. It is understood that work on a holiday that is a regularly scheduled work day shall be included in the calculation of total regular work hours for that pay period, and may not be taken as compensatory time off. In other words, an employee who works on a holiday as part of their regular schedule would be paid 71.5 hours at their regular rate and 8.5 hours at time and one-half (1½) for a total of 80 regular work hours. If the work on a holiday is in addition to the employee's normal work day or work week (i.e. extension of shift or work on a regular off-duty day), that work shall be compensated for at two times (2x) the employee's regular rate of pay, and may be taken as either pay or compensatory time off (pursuant to Article IV, Section 4.03). Article IV, Section 4.01 (regular overtime) does not apply to work on holidays.

ARTICLE XI - PENSION

SECTION 11.01 – Each employee who qualifies shall be a participant in the Wisconsin Retirement System under the rules and regulations established by the Wisconsin Retirement Fund Board. Employees will pay the Employee Share as defined by the Wisconsin Retirement System.

ARTICLE XII - INSURANCE

SECTION 12.01 - HEALTH INSURANCE – The Employer agrees to provide health insurance for employees and their dependents under the Wisconsin Public Employee Group Health Insurance Plan. The Village agrees to pay the employer share amount that is eighty-eight percent (88%) of the average premium cost of the qualified Tier 1 health plans as defined as the maximum employer share. The remaining health insurance premium cost shall be the employee's responsibility. Eligible part-time employees may obtain health insurance but shall receive a prorated share as to the hours worked compared to forty (40) hours per week.

SECTION 12.02 - LIFE INSURANCE - The Employer shall provide basic life insurance coverage, at the Employer's expense, consistent with the rules and regulations of the Wisconsin

Department of Employee Trust Funds Group Life Insurance program. The Employer shall offer additional and spouse/dependent coverage at the Employees expense, through payroll deduction.

SECTION 12.03 - DENTAL INSURANCE - The Employer agrees to provide dental insurance for employees and their dependents. The Village shall contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage, a dollar amount equal to 88% of the gross premium of the dental plan. The Employer may change the dental plan during the duration of this agreement providing that the new plan is better than or equal to the present Plan.

SECTION 12.04 - DISABILITY INSURANCE - The Employer agrees to provide State of Wisconsin Income Continuation Insurance and further agrees to pay the employer portion of the insurance premium in an amount dictated by the program requirements.

SECTION 12.05 - SECTION 125 PLAN - As soon as is practical, the Village will develop and implement a Section 125 plan (a “cafeteria plan”) so that the employees’ portions of their health insurance premiums may be paid on a pre-tax basis. The plan will also include a flexible spending account component which will allow for dependent care and certain out-of-pocket medical costs to be paid on a pre-tax basis, as allowed by law.

ARTICLE XIII - MILITARY LEAVE

SECTION 13.01 - All police officers and employees having permanent status and who are duly enrolled members of the National Guard, the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, Naval Reserve Corps, Naval Reserve, the Marine Corps Reserve, or any other Reserve component of the military or naval forces of the United States or the State of Wisconsin now or hereafter organized or constituted under Federal law, are entitled to any and all rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE XIV - CLOTHING ALLOWANCE

SECTION 14.01 - The clothing allowance per year shall be as follows:

Uniform allowance - Six hundred twenty-five dollars (\$625.00) annually, and can be carried over to the next year with a limit of one thousand two hundred fifty dollars (\$1250.00) carried over.

SECTION 14.02 - The Employer agrees to furnish a ballistic vest to each officer upon initial hiring and shall replace each employee's vest pursuant to the manufacturers' specifications or due to wear and/or damage. ~~The maximum cost to the Employer shall not exceed \$700.00 per vest.~~ The vest specifications will be a minimum of threat level IIIA. Employees may purchase a more expensive vest at their option and may use monies from the uniform allowance for this purpose. Officers who have a vest that has not reached replacement time as specified by the manufacturer shall not be issued a vest until the replacement time is reached. Officers expecting to replace their vests shall notify the Chief of Police in writing no later than August 31 of the year prior to replacement. Officers who obtain a vest purchased by the Village shall be required to wear the vest except where special circumstances are present, which shall be determined by the Chief of Police.

SECTION 14.03 – All newly hired officers shall be provided all equipment listed in the uniform policy and officers will not receive new clothing allowance until after completion of probationary period. The awarded allowance will be pro-rated based on number of months left in the year at completion of probationary period. Any changes to the uniform list shall be discussed with the union members prior to change.

ARTICLE XV - GRIEVANCE PROCEDURE

SECTION 15.01 - Both the Association and the Village recognize that grievances and complaints should be settled promptly and at the earliest possible stage, and that the grievance process must be initiated within ten (10) days of the incident or knowledge of the incident. Any grievance not reported or filed within ten (10) days shall be invalid. Any of the time limits may be extended by mutual agreement.

SECTION 15.02 - Procedural Steps:

Step 1) If a police officer or employee has a grievance, they shall present the grievance orally to their immediate supervisor. Within ten (10) days after receipt of the

grievance, the supervisor shall present a written decision to the grievant and/or the Union Steward.

Step 2) If the grievance is not settled at the Step 1 level, the grievant and/or the Union Steward may, within ten (10) days after the written decision, submit the grievance in writing to the Chief of Police. The Chief of Police shall provide a written decision to the grievant and/or Union Steward within ten (10) days after receipt of the grievance.

Step 3) If the grievance is not settled at step 2, the grievant and/or the Union steward may, within ten (10) days after the decision, submit the grievance in writing to the Village Administrator. The Village Administrator may schedule a hearing with the grievant and his/her representative for the purpose of hearing evidence related to the grievance. The Village Administrator may, at his/her discretion, confer with the Personnel Committee. The Village Administrator shall present a written decision to the grievant and/or the Union steward within ten (10) days after receipt of the grievance or conclusion of the hearing, whichever is appropriate.

Step 4) Arbitration - If the grievance is still unresolved, either party may, within ten (10) days after the reply of the Village Administrator is due, by written notice to the other party, request arbitration. If arbitration is requested, the Wisconsin Employment Relations Commission shall be contacted for an arbitrator to be selected from their staff. The arbitrator appointed by the Wisconsin Employment Relations Commission (WERC) shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of the hearing, the arbitrator shall render a written decision to both parties which shall be final and binding except for judicial review. The arbitrator shall have no authority to add to or modify the terms of this Agreement.

SECTION 15.03 - Costs of Arbitration: The parties shall bear their own expenses of arbitration and shall share equally any cost of the arbitrator.

ARTICLE XVI - SICK LEAVE

SECTION 16.01 – Sick leave shall be defined as time off the job with pay because of illness, bodily injury, exposure to a contagious disease requiring quarantine, attendance upon members of the immediate family, diagnostic treatment, dental procedures and services of optician when such services are performed by duly licensed practitioners. A police officer or employee's immediate family for sick leave shall be the spouse and children.

SECTION 16.02 - Each regular full-time police officer and employee shall earn eight-and-one-half (8 ½) hours of sick leave per month to be accumulated for a total not to exceed ~~nine-hundred-seventy-seven and one-half (977 ½) hours.~~ **One-thousand-one-hundred-five (1105) hours.**

SECTION 16.03 - In the case of illness extending beyond three (3) days duration, the employee shall furnish a certificate issued by a licensed practitioner or other satisfactory proof of illness upon the request of the employer.

SECTION 16.04 - Police officers and employees who are eligible for retirement under the Wisconsin Retirement System, and take that retirement, shall be credited six (6) hours of pay at the time of retirement for each day of accumulated sick leave to be used for payment of continuation of health insurance benefits.

SECTION 16.05 - Police officers and employees shall be required to give four (4) hours notification prior to their shift of their absence from work to their supervisor or department head. Police officers and employees shall make reasonable efforts to keep the Employer informed as to the duration of the absence so that the Employer can plan accordingly. Where such notification is not possible due to circumstances, notification shall be made as soon as circumstances allow.

ARTICLE XVII - AMENDMENT PROVISION

SECTION 17.01 - This agreement is subject to amendment, alternation, or addition only by a subsequent written agreement between and executed by the Village and the Association where mutually agreeable. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XVIII - FUNERAL LEAVE

SECTION 18.01 - In case of necessary absence due to a death in the immediate family (wife, husband, ~~co-habiting significant other~~, daughter, son, ~~step-child~~, father, mother, ~~step-parent~~, sister, brother, ~~half-sibling~~, father-in-law, mother-in-law, grandmother or grandfather), a police officer or employee shall be granted three (3) scheduled work days as funeral leave. In case of an absence due to the death of a spouse's grandmother, grandfather, ~~and~~ brother/sister-in-law, ~~employee's aunt, uncle, or first cousin~~, an employee shall be guaranteed one (1) scheduled work day as funeral leave. For all days specified as funeral leave, police officers and employees shall be paid at their regular rate of pay.

ARTICLE XIX - JURY DUTY

SECTION 19.01 - A police officer or employee required to serve as a juror shall be paid their regular wages for the number of hours normally spent on a duty day during the time spent on jury duty for a maximum of two (2) weeks, minus the compensation paid to such police officer or employee for serving as a juror, except expenses, which will be turned over to the Employer. If the police officer or employee is required to serve as a juror during their regularly scheduled day off or vacation, such police officer or employee shall be entitled to keep the juror fees.

ARTICLE XX - FAIR SHARE

SECTION 20.01 - ~~The Village agrees to deduct Union monthly membership dues from the pay of those police officers and employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deduction of all police officers and employees shall be remitted to the treasurer of the local union monthly.~~

~~SECTION 20.02 - FAIR SHARE AGREEMENT - It is agreed that all of the police officers and employees in the collective bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and contract administration.~~

~~SECTION 20.03 – FAIR SHARE DEDUCTIONS – The employer agrees that it will deduct from the earnings of all police officers and employees in the collective bargaining unit covered by this Agreement, the amount certified by the Union as being the monthly cost of the collective bargaining process and contract administration uniformly required of all members. Changes in the amount of such cost to be deducted shall be certified by the Union thirty (30) days before the effective date of the change. The employer will provide the Union with a list of police officers and employees to the Union. The employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.~~

It shall be the WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.

They shall notify the WPPA of all new hires of the bargaining unit within 30 days of their start date.

The employer shall deduct the combined dues amount of each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the employer, WPPA or to the Local Association.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either the WPPA or Local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/Leer will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless against any and

all claims, demands, suits, order, judgements or any other forms of liability against employer which may arise out of employer's compliance with this article.

SECTION ~~20.04~~ 20.02- AGREEMENTS AS TO REPRESENTATION - The Union, as the exclusive representative of all police officers and employees in the collective bargaining unit, will represent all such police officer, employees, union and nonunion, fairly and equally, and all police officers and employees in the unit will be required to pay their proportionate share of the cost of collective bargaining process and contract administration by the Union. No police officer or employee shall be required to join the Union, but membership shall be made available to all employees who apply. No police officer or employee shall be denied Union membership because of race, creed, color, age, or sex. The employer shall be saved harmless in any controversy that may arise from the employer's compliance with this fair share agreement.

ARTICLE XXI - EDUCATIONAL INCENTIVE

SECTION 21.01 - All employees who desire to further their education shall submit their request to the Employer for approval, stating the school which they desire to attend, the subject(s) of instruction, the number of credits and tuition costs, including books, for such attendance. Reimbursed college courses are to be pre-approved by the Chief of Police.

Upon successful completion of each course, the employee shall present to the Employer an official school record indicating a grade of at least a 'B' (or 3.0 on a 4.0 grade scale) in the subject taken in that semester together with an application for reimbursement of the tuition and book costs by the Employer. In addition, the employee shall submit documentation that the tuition and book costs have been paid by him/her. Upon compliance with the provisions of this section, reimbursement of the tuition and book costs shall be made by the Employer. No reimbursement shall be made for tuition or book costs which have been paid under any veterans benefit program or other program of a similar nature. The amount to be reimbursed shall not exceed \$800.00 per employee per year.

SECTION 21.02 - Employees possessing between 90 and 119 approved college credits shall be eligible for 2% added to their annual salary. Employees possessing at least 120 approved credits shall be eligible for an additional 2% added to their annual salary.

ARTICLE XXII — K-9 OFFICER

~~———— Refer to attached Memorandum of Understanding dated April 2, 2008.~~

ARTICLE XXIII - TERM OF AGREEMENT

SECTION 23.01 - This agreement shall be effective as of January 1, ~~2020~~ 2023, and shall remain in full force and effect through the 31st day of December, ~~2022~~ 2025. It shall be automatically renewed in January ~~2023~~ 2026 unless either party shall notify the other in writing, on or before the first day of August ~~2022~~ 2025, of their intent to modify this Agreement. However, nothing shall prevent the parties from altering or amending, at any time, any part of this Agreement by mutual consent in writing.

SECTION 23.02 - If any article or section of this Agreement, or any appendix thereto should be held invalid by the operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement and appendices shall not be effected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section or appendix.

SECTION 23.03 - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties and that the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

VILLAGE OF MOUNT HOREB

MOUNT HOREB PROFESSIONAL
POLICE ASSOCIATION

BY: _____
Village President

BY: _____
Union Representative

BY: _____
Village Clerk

BY: _____
WPPA/LEER Representative

DATE: _____

DATE: _____

APPENDIX A

WAGE SCHEDULE

PATROL OFFICER

		<u>01/01/2023</u>	<u>01/01/2024</u>	<u>01/01/2025</u>
		3.0%	3.0%	3.0%
Start		\$ 31.58	\$ 32.53	\$ 33.51
1 year		\$ 34.56	\$ 35.60	\$ 36.67
5 year		\$ 35.24	\$ 36.30	\$ 37.39
10 year		\$ 35.94	\$ 37.02	\$ 38.13
15 year		\$ 36.46	\$ 37.56	\$ 38.69

PERMANENT DETECTIVE/SRO

		<u>01/01/2023</u>	<u>01/01/2024</u>	<u>01/01/2025</u>
		3.0% above patrol rate	4.0% above patrol rate	4.0% above patrol rate
Start		\$ 32.53	\$ 33.83	\$ 34.85
1 year		\$ 35.60	\$ 37.02	\$ 38.14
5 year		\$ 36.30	\$ 37.75	\$ 38.89
10 year		\$ 37.02	\$ 38.50	\$ 39.66
15 year		\$ 37.55	\$ 39.06	\$ 41.25

PART-TIME OFFICER

	<u>01/01/2023</u>	<u>01/01/2024</u>	<u>01/01/2025</u>
Part-time Officer	\$ 25.00	\$ 28.00	\$ 30.00

Employees with at least five years of service but less than 10 years of service shall receive an additional 2% of the one year hourly wage rate.

Employees with at least ten years of service shall receive an additional 4% of the one year hourly base wage rate.

Employees with at least fifteen years of service shall receive an additional 5.5% of the one year hourly base wage rate.

FTO Pay: Officers certified as Field Training Officers (FTOs) shall receive an additional fifty cents (50¢) per hour when training officers during their respective Field Training periods.

Police officers and employees using their personal vehicle for Village business shall be reimbursed at the current IRS mileage rate.

PATROL WITH EDUCATION RATE

	<u>01/01/2023</u>	<u>01/01/2024</u>	<u>01/01/2025</u>
EDUC-90 Credits + 2% 1 yr Base Rate	\$ 35.25	\$ 36.31	\$ 37.40
EDUC-90 Credits w/5yr Longevity	\$ 35.94	\$ 37.02	\$ 38.13
EDUC-90 Credits w/10yr Longevity	\$ 36.66	\$ 37.76	\$ 38.89
EDUC-90 Credits w/15yr Longevity	\$ 37.19	\$ 38.31	\$ 39.46
EDUC-120 Credits + 4% 1 yr Base Rate	\$ 35.94	\$ 37.02	\$ 38.14
EDUC-120 Credits w/5yr Longevity	\$ 36.65	\$ 37.75	\$ 38.89
EDUC-120 Credits w/10yr Longevity	\$ 37.38	\$ 38.50	\$ 39.66
EDUC-120 Credits w/15yr Longevity	\$ 37.92	\$ 39.06	\$ 40.24

DETECTIVE/SRO WITH EDUCATION RATE

	<u>01/01/2023</u>	<u>01/01/2024</u>	<u>01/01/2025</u>
EDUC-90 Credits + 2% 1 yr Base Rate	\$ 36.31	\$ 37.76	\$ 38.90
EDUC-90 Credits w/5yr Longevity	\$ 37.03	\$ 38.51	\$ 39.67
EDUC-90 Credits w/10yr Longevity	\$ 37.76	\$ 39.27	\$ 40.45
EDUC-90 Credits w/15yr Longevity	\$ 38.30	\$ 39.84	\$ 42.08
EDUC-120 Credits + 4% 1 yr Base Rate	\$ 37.02	\$ 38.50	\$ 39.67
EDUC-120 Credits w/5yr Longevity	\$ 37.75	\$ 39.26	\$ 40.45
EDUC-120 Credits w/10yr Longevity	\$ 38.50	\$ 40.04	\$ 41.25
EDUC-120 Credits w/15yr Longevity	\$ 39.05	\$ 40.62	\$ 42.90



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
September 7, 2022	

AGENDA ITEM # 6.j

Discuss Request by Police Chief Vierck for approval to place a deposit for purchase of K9 for 2023 K9 Program

BACKGROUND

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

September 7, 2022

PREPARED BY

AGENDA ITEM # 6.k

Consider Ordinance 2022-05 "Ordinance Providing For The Annexation of Land Owned by The Village of Mount Horeb

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. Ord 2022-05 Annexation of Land-Electric Substation

ORDINANCE NO. 2022-05
VILLAGE OF MOUNT HOREB

AN ORDINANCE PROVIDING FOR THE ANNEXATION
OF LAND OWNED BY THE VILLAGE OF MOUNT HOREB
PURSUANT TO WIS. STAT. § 66.0223

RECITALS

- A. The Village of Mount Horeb (the “Village”), through Mount Horeb Utilities, owns the following parcel of land currently located in the Town of Blue Mounds, Dane County, Wisconsin:

Lot Two (2) of Certified Survey Map No. 8792, recorded in the office of the Register of Deeds for Dane County, Wisconsin in Volume 48 of Certified Survey Maps, Pages 300, 301, 302, and 303, as Document Number 2922656, in the Town of Blue Mounds, Dane County, Wisconsin (the “Property”).

- B. The Property is approximately one-half mile from the Village boundaries and, thus, lies near but not contiguous to the Village pursuant to Wis. Stat. § 66.0223, allowing the Property to be annexed to the Village.
- C. The Village plans to construct and operate a new electric substation on the Property for the purpose of providing electric power to Mount Horeb Utilities customers, and this use is not contrary to the Town of Blue Mounds zoning code pursuant to Wis. Stat. § 66.0223.

NOW THEREFORE, the Village Board of the Village of Mount Horeb, Dane County, do ordain as follows:

ORDINANCE

1. Property Annexed. In accordance with Wis. Stat. § 66.0223, the Village Board approves the annexation of the Property.
2. Effect of Annexation. From and after the effective date, the Property shall be a part of the Village of Mount Horeb for any and all purposes provided by law, and all persons coming or residing within such Property shall be subject to all ordinances, rules, and regulations governing the Village of Mount Horeb.

3. Ward Designation. From and after the effective date, the Property annexed by this Ordinance shall be incorporated into Ward No. ___ of the Village.
4. Clerk Duties. From and after the effective date, the Village Clerk is hereby directed to provide notice and copies of this Ordinance pursuant to the applicable Wisconsin Statutes.
5. Zoning. From and after the effective date, the Property shall be initially and temporarily zoned in the A-1 Agricultural District pursuant to section 17.34 of the Village Code.
6. Effective Date. This Ordinance shall take effect upon passage and publication as provided by law.
7. Recitals incorporated. The representations and recitations set forth in Recitals are material to this Ordinance and are hereby incorporated into and made a part of this Ordinance as though they were fully set forth in this paragraph.

The above ordinance was duly adopted by the Village Board of the Village of Mount Horeb at a regular meeting held on September 7, 2022.

APPROVED:

By: _____
Randy J. Littel, Village President

ATTEST:

By: _____
Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
September 7, 2022	

AGENDA ITEM # 7.b

Community Development Authority

BACKGROUND

RECOMMENDATION

ATTACHMENTS

None