



VILLAGE OF MOUNT HOREB

E. Main Street

Mount Horeb, WI 53572

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

Email: mhinfo@mounthorebwi.info Web: mounthorebwi.info

COMMUNITY DEVELOPMENT AUTHORITY AGENDA

Wednesday, September 11, 2024 at 6:00 PM

Municipal Building Board Room

138 E. Main Street

Mount Horeb, WI

- 1) Call to order
- 2) Consent Agenda
 - a. Consideration of July 10, 2024 Meeting Minutes
 - b. Economic Development Director's report
 - c. Mount Horeb Area School District report
 - d. Mount Horeb Area Chamber of Commerce report
- 3) Agenda Items
 - a. Presentation and Recommendation: Community Development Block Grant Pathways to Removing Obstacles to Housing (PRO Housing)
 - b. Recommendation on Residential Exterior Improvement Grant Application, Adam Melka, 302 N 2nd Street
 - c. 2024 Residential Improvement Program Progress Update
 - d. Update on Parking Study Recommendations
 - e. Update on Downtown Plan Updates
 - f. Discussion on Wisconsin Economic Development Corporation Small Business Development Grant Webinar
- 4) Future Agenda Items
- 5) Meeting adjournment.

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



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COMMUNITY DEVELOPMENT AUTHORITY AGENDA

Wednesday, July 10, 2024 at 5:30 PM

DRAFT MEETING MINUTES

- 1) Call to order
Marc Schellpfeffer called the meeting to order at 5:30 PM. Members present were Ben Vondra, Marc Schellpfeffer, Andy Baber, Barb Case & Heidi Kopras. Also, present were Village Administrator, Nic Owen, Kristin Fish-Peterson (6:00) & Office Administrator, Katie Jelle. Absent from the meeting were Todd Fritz & Ryan Czyzewski.
- 2) Consent Agenda
There were no questions or comments regarding the information provided. Motion by Baber to approve the Minutes & Consent Agenda, Second by Vondra. Motion carried.
 - a. Consideration of April 10, 2024 Meeting Minutes
 - b. Economic Development Director's report
 - c. Mount Horeb Area School District report
 - d. Mount Horeb Area Chamber of Commerce report
- 3) Agenda Items
 - a. Recommendation: Residential Exterior Improvement Application: Tom Castello, 302 Forest Street
Owen discussed the Residential Exterior Improvement Grant Application for 302 Forest Street. The applicant was requesting funds to strip old paint & re-paint the home. Applicant qualified for the grant. Baber made a motion to approve the application. Case seconded the motion. Motion carried.
 - b. Recommendation: Residential Exterior Improvement Application: Grahm Cronin, 303 N Third Street
Owen discussed the Residential Exterior Improvement Application for 303 N Third Street. The application was for 2 separate projects. One being to replace concrete & a garage door. The 2nd part of the application was to

replace the existing porch roof with a gabled roof.

Schellpfeffer asked for more information on which job they would like to apply the grant and for more clarification on the estimate breakdown.

Case agreed that clarity & focus are important to the application process.

Kopras made a motion to table the application until more information is obtained. Case seconded the motion. Motion carried.

- c. Continued discussion on downtown redevelopment and determining next steps

Fish-Peterson continued the discussion on downtown redevelopment & how to determine the next steps in the redevelopment process. She discussed the boundaries of the downtown area. Members had much discussion as to what constitutes the downtown area.

Fish-Peterson also discussed the infrastructure of the downtown area and if Mount Horeb has what is needed for downtown redevelopment.

There was discussion on Retail/Service Businesses whether needed or not needed. Case suggested a need for more evening, outdoor dining options.

Schellpfeffer discussed utilizing the bike trail and stretching the connection between downtown & the bike trail.

Fish-Peterson asked about a Depo Plaza that was proposed in 2017 & why that didn't develop. Schellpfeffer suggested that the DNR be contacted to see if there is an opportunity to develop a depot plaza near the bike trail.

Owen suggested dividing the redevelopment options into zones and deciding where to prioritize the needs/wants.

- d. Discussion: Request for Proposal for Development of Lukken Farm

Owen gave a background on the need for developmental land and what the Village has discussed regarding the Lukken Farm. The Village is in need of land for Single Family Residential development & park land for the recreation department. The Village would like to use about 20 acres as park space and make a request for proposals from developers for what their plans would be for the property. Owen also discussed the future land use map that is part of the Villages Comprehensive Plan that the Developers will use when submitting their proposal. The map can be found on the Village Zoning site.

There was discussion on the timeline of the project and what the CDA would need to do and what the process would be.

- 4) Meeting adjournment.

Kopras moved to adjourn at 6:54 PM, Case seconded.

September 8, 2024

To: Community Development Authority

From: Kristen Fish-Peterson, Economic Development Contracted Staff

Re: Report on work to date

What follows is a list of activities for July and August:

1. Meetings in person and virtual
 - a. Nic Owen individually (in person, phone, and emails)
 - b. Chamber Community Coalition Meeting
 - c. Chamber Board Meeting
 - d. Attendance at Mount Horeb Village Board meeting in August
 - e. Chamber Business Advocacy Committee Meeting
 - f. Good Morning Mount Horeb - presentation
 - g. Meeting with Rachel from Chamber regarding ongoing efforts to organize the downtown
 - h. Emails, virtual meetings, and phone calls with prospective new business and new property owners, calls and emails to find suitable locations
 - i. Meeting with Marc and Nic to walk trail and route into downtown, brainstorming ideas for attracting people off the trail
 - j. Phone calls/virtual meetings with Dane County Housing group for possible participation in CDBG PRO Housing grant
 - k. Retention calls on 4 Mount Horeb (downtown) businesses
2. Research
 - a. BID project research
 - b. Downtown business prospects property search
 - c. Contact information for early conversations for new business park prospects
3. Prep, attendance and follow up at July CDA meeting.



AGENDA ITEM REPORT

MEETING DATE

September 11, 2024

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 3.a

Presentation and Recommendation: Community Development Block Grant Pathways to Removing Obstacles to Housing (PRO Housing)

BACKGROUND

Joanna Cervantes with Dane County Department of Health and Human Services will be present to discuss the grant opportunity and what that could mean for Mount Horeb. Kristen Fish-Peterson has provided a memo on the subject which is included in your packets.

RECOMMENDATION

ATTACHMENTS

1. MEMO for CDBG PRO Housing Grant Opportunity v. 2.0 09062024

September 9, 2024

To: Community Development Authority, Village of Mount Horeb

Re: Dane County Department of Human Services: CDBG PRO Housing Grant Application

From: Kristen Fish-Peterson, Economic Development Consultant, Redevelopment Resources

The Dane County Department of Human Services, Division of Housing Access and Affordability is applying to the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Pathways to Removing Obstacles (PRO) Housing Grant. The CDBG PRO Housing program supports communities who are actively taking steps to remove barriers to affordable housing. Dane County will be submitting a \$7 million application and will need to secure \$3.5 million in leveraged funds to maximize the points in the application. Dane County is in current discussions with multiple municipalities and a local Community Development Financial Institution (CDFI) to determine opportunities that can be firmly committed as leverage. The application will encompass: 1) addressing local zoning barriers and opportunities to minimize them; 2) enhancing the nonprofit and Black, Indigenous and people of color (BIPOC) housing developer's capacity by providing financial leverage in pre-development costs in addition to mentoring and training; and 3) gap-financing provided to the actual development of multi-family affordable housing projects which could include a portion of infrastructure costs (to the Village or to the developer).

Dane County is seeking municipal partners throughout Dane County, who can identify and firmly commit opportunities for multi-family affordable housing development tied to the CDBG PRO Housing application. Specific to the Village of Mount Horeb, the proposed opportunity is to have the CDA make a recommendation to the Village Board to identify a portion of land at the Lukken Farm if/when that acquisition occurs. The identified portion of the property would then be offered via a Request for Proposal (RFP) at below appraised value to the developer to support their effort to develop affordable housing. In doing so, by quantifying the value of the discounted price, the value can be attributed to the CDBG-PRO Housing application, which then can be used as a leveraged match. The transfer of ownership to the developer would need to occur within the next 4 years so that it can be counted as leveraged match.

In order for the Village of Mount Horeb to benefit from this partnership and be included in the grant application (submission to HUD due October 15), the Village needs to submit a letter, firmly committing to offering land below appraised value to a developer of a multi-family affordable housing project that is using CDBG PRO Housing grant funds. For purposes of the grant application, the below appraised value of the identified land needs to be a monetized amount due

to leverage specifications in the Notice of Funding Opportunity for CDBG PRO Housing. In addition to this project, the Village staff will continue to work with Dane County staff to look for ways we can invest in creating affordable housing in Mount Horeb.



AGENDA ITEM REPORT

MEETING DATE

September 11, 2024

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 3.b

Recommendation on Residential Exterior Improvement Grant Application, Adam Melka, 302 N 2nd Street

BACKGROUND

The applicant is applying for a total re-roof including decking, venting, underpayment and shingles. The work will improve the look of the home from the street, protect the old home and will likely provide some improvement in energy efficiency. The application was concise and complete and the final score for the project was 53.

RECOMMENDATION

ATTACHMENTS

1. Melka Full Application
2. Melka Scoring Rubric



HERITAGE
COMMUNITY
OPPORTUNITY

VILLAGE OF MOUNT HOREB

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RESIDENTIAL EXTERIOR IMPROVEMENT PROGRAM GRANT APPLICATION

(Please complete and submit one application for the complete project)

APPLICANT INFORMATION

Applicant Name ADAM MELKA
Property Address 302 N 2nd ST
Phone 608 235 1702 Email AJMELKA @ GMAIL.COM

PROPERTY INFORMATION

Year Home Built 1932 Purchase Year of Home 2015
Assessed Value of Home \$ 337,000

PROJECT INFORMATION

Proposed Start Date 9/1/24 TO 11/30/24 Proposed Completion Date 9/1/24 TO 11/30/24
Contractor Name FREY CONSTRUCTION Contractor License # 049800082-DC
Contractor Address 530 PARK AVENUE PRAIRIE DU SAC WI 53578
Street City State Zip
Contractor Phone 608-643-7914 Contractor Email FREYCONSTRUCTION.COM
Total Project Estimate \$ 25,315.04 Grant Request \$ 5,000

Other funding sources that will be used: OWNER FUNDS

Project Narrative (attach additional sheets if necessary).

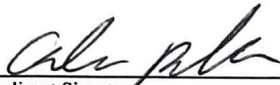
Please include information related to the work that will be done, colors that will be used, why there is a need for the project, and other information that will be relevant to making a decision on the grant application.

COMPLETE ROOF SYSTEM REPLACEMENT, INCLUDING DECKING, VENTING, UNDERLAYMENT, + SHINGLES. CURRENT ROOFING IS DETERIORATING AND ATTIC VENTILATION IS INADEQUATE. CHARCOAL SHINGLES WILL BE USED.

DOCUMENTS TO INCLUDE

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

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


Applicant Signature

8-27-24
Date

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

Much Less expensive over time

- Every 10 yrs. roofing labor and materials will double or possibly triple
- Swita Metal Roofs are 40% - 60% less expensive over time
- Current roof can be gone over with one layer – No Tear off – Saves more \$\$\$\$
- Homeowner's insurance premiums can be reduced
- 25-35% energy savings – energy consumption and costs are tripling

No Worries - No Problems - No More

- No more hassle having to keep replacing asphalt shingles
- No leaks – little to no maintenance
- No need to shovel the snow off your roof

Beauty For the Test of Time

- Latest paint technology – 30 yr. No Fade, No Chip, No Chalk warranties
- Numerous styles and metal shingle profiles now available

Eco-Friendly

- 34 % Recycled Materials – Saves \$\$\$ - Heals the planet
- Low Carbon Footprint – Saves \$\$ - Heals the planet
- No more asphalt shingles into landfills

Resale Value

- 40 - 68% Resale on a quality metal roof (Cost vs. Resale Magazine 2019)
- Much easier to sell your home if the roof does not need replacing

Durability and Longevity

- Metal Roofs can last 70 - 100 yrs. or more
- Investment Grade A metal materials – strong, durable, walkable
- Class IV hail rating, UL 2218 Wind Rating, Class A – Fire Rated

Less weight

- 1/5 the weight of asphalt shingles
- Snow sheds off the roof faster – less weight and stress on rafters

Iron Clad Warranties

- 40 yr. warranties on most metal
- Transferable warranties available on most metal roofs
- 5 yr. Non-Pro Rated Labor Warranty that is 100% transferable

Experienced and Skilled Installers

- Family-Owned Businesses subcontracted through Swita
- Experience and specialization in metal installations

Swita Metal Roofing

- Family Owned and Operated
- Excellent communications and follow-through from start to finish
- Five Star Ratings (Google & Home Advisor & Angie)

Today's Date: 6/12/24

Metal Roofing Consultant: Mike Swita 608-444-3345
Mike@SwitaMetalRoofing.com

Published List Price: _____ (Good for six months)

Qualified Discounts: _____

Total Investment: \$28,000 (3 payments 20% / 60% / 20%)

Chosen Product: Vicwest Shake

Chosen Color: Burnished Slate-Mate

Includes
- Cold Roof
- Ventilation
- Pro Deck Total Foam
- All TAXES
- TEAR OFF



Frey Construction & Home Improvements, LLC
530 Park Avenue
Prairie du Sac, WI 53578
(608) 643-7914

www.freyconstruction.com

Customer Information

Adam Melka 302 N Second St Mount Horeb WI 53572	(608)703-0244 ajmelka@gmail.com	Date: 08/27/2024 Rep: Zach Peterson
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Locations INCLUDED in scope of work to be performed All shingles on house. Vented drip edge on upper section of house.
Locations EXCLUDED in scope of work to be performed Any insulation. Soffit and fascia. Siding replacement. Gutters and downspouts. Reinstallation of gutter covers.

Roofing Shingles

GAF Timberline HDZ			
Metal Edging			1 Story
Product Details **Exclusive Warranty Available Only From a GAF Master Elite Contractor** GAF Golden Pledge Warranty covers complete Roofing System, not just the shingles. GAF Warranty provides 50 years of 100% coverage for material defects and labor to repair or replace materials, including tear-off and disposal. For any non-single family, residential property, length of the warranty is 40 years and the non-prorated period shall be reduced to 20 years. Upon completion, Workmanship will be 100% covered by the warranty for 25 years. Unlimited Wind Coverage is provided for 15 years. If the home is sold, the warranty may be transferred once during the first twenty years of the warranty. Tear off existing one layer of roof materials down to roof deck. Supply & install GAF StormGuard Ice and Water Shield on 6' on eaves and 3' in valleys. Supply & install GAF Deck Armor Felt Underlayment. Supply & install GAF Snow Country ridge vent, 20" of galvanized steel in all valleys, and metal edging with GAF Starter along all eaves & rakes. Install plywood in existing vent openings. Replace plumbing vent flashings, Broan vents and chimney flashings. Clean up, and recycle or dispose of waste. Antenna/Dish remove or reset, Homeowner responsible to realign. Supply & install GAF Timberline HDZ Lifetime Shingles. Supply & install GAF Timbertex Hip and Ridge Shingles.	Mocha	Wall Details Wood siding: Cut out 4", Ice & Watershield up the wall, install new flashings & kick outs, install new 3.5" board cover with metal. Color? Pry out and install flashing. Homeowner have paint? Y/N	
Color	TBD		



GAF Timberline HDZ		
Metal Edging		1 Story
	Mocha	Wall Details
Product Details **Exclusive Warranty Available Only From a GAF Master Elite Contractor** GAF Golden Pledge Warranty covers complete Roofing System, not just the shingles. GAF Warranty provides 50 years of 100% coverage for material defects and labor to repair or replace materials, including tear-off and disposal. For any non-single family, residential property, length of the warranty is 40 years and the non-prorated period shall be reduced to 20 years. Upon completion, Workmanship will be 100% covered by the warranty for 25 years. Unlimited Wind Coverage is provided for 15 years. If the home is sold, the warranty may be transferred once during the first twenty years of the warranty. Tear off existing one layer of roof materials down to roof deck. Supply & install GAF Ice and Water Shield on 6' on eaves and 3' in valleys. Supply & install GAF Deck Armor Felt Underlayment. Supply & install GAF Snow Country ridge vent, 20" of galvanized steel in all valleys, and metal edging with GAF Starter along all eaves & rakes. Install plywood in existing vent openings. Replace plumbing vent flashings, Broan vents and chimney flashings. Clean up, and recycle or dispose of waste. Antenna/Dish remove or reset, Homeowner responsible to realign. Supply & install GAF Timberline HDZ Lifetime Shingles. Supply & install GAF Timbertex Hip and Ridge Shingles.		Wood siding: Cut out 4", Ice & Watershield up the wall, install new flashings & kick outs, install new 3.5" board cover with metal. Color? Pry out and install flashing. Homeowner have paint? Y/N
Color	TBD	

Roofing Accessories

Misc Roof Labor		
Roof Misc	Roof to wall flashings. Set up for 2 story.	Brand
Product Details	Misc. Roof Repair	Misc. Roof Repairs
Custom Bend Vent. Drip Edge, 2x4 & OSB		
Brand	Custom Bend Vent. Drip Edge, 2x4 & OSB	Product Details
**	Venting to be done on upper 7 pitch section of roof.	Custom Bend Ventilating Drip Edge on the Eaves and Custom Bent Dripedge on the rakes, With 2x4" Furring Strips Running Up the Roof To Create a 1.5" Air Chamber for Ventilation. 1/2" OSB Roof Sheeting applied over furring strips.

Zach Peterson
08/27/2024
Date

Adam Melka
08/27/2024
Date

Customer Information

Adam Melka
302 N Second St
Mount Horeb WI 53572

(608)703-0244
ajmelka@gmail.com

Date: 08/27/2024
Rep: Zach Peterson

Homeowner's Association	No
Built before 1978?	Yes
Historical Association	Yes

Estimated Job Timeline

Estimated Start Date	9/1/24 to 11/30/24
Estimated Date of Completion	9/1/24 to 11/30/24
Total Contract Amount	\$25,315.04
Deposit	\$2,500.00
Deposit Form of Payment	Check
Balance Due	\$22,815.04
Balance Form of Payment	Check

Financing Details

Amount Financed	\$0.00
FINANCING IS SUBJECT TO CREDIT APPROVAL	



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Terms and Conditions

1. **Contract Price:** Customer agrees to pay Frey Construction & Home Improvement, LLC ("Contractor") the Balance Due upon Substantial Completion of the Project. "Substantial Completion" means the earlier of the following: (i) the date Customer takes possession of the Project site; (ii) the date completion of the Project allows for the Project site to be occupied or used for its intended purpose; or (iii) the issuance of an occupancy permit by the applicable governmental entity. The Balance Due is subject to adjustment in accordance with these Terms and Conditions. The specific job details, together with these Terms and Conditions, shall be referred to as the "Contract." This Contract may be withdrawn by Contractor if not accepted by Customer within 30 days of receipt.
2. **The Project:** Contractor shall provide the labor, materials, and equipment necessary to complete the project (the "Project") in a professional manner. Contractor may engage subcontractors to perform work hereunder. The Project may be completed in phases as determined by Contractor and Customer.
3. **Contract Time:** Contractor shall not be required to commence work on the Start Date unless Customer has paid the deposit. Subject to any extensions set forth in this Contract, Contractor will accomplish Substantial Completion of the Project by the Estimated Date of Completion.
4. **Permits:** Contractor will be responsible for obtaining all necessary permits for the Project. Permit costs will be added to the Balance Due in a Separate Invoice.
5. **Delays:** Contractor shall give Customer timely notice of any delay. The notice will specify the reason for the delay and a new proposed Estimated Start Date or Date of Completion. If the Project is delayed by any cause outside the control of Contractor, including any change requested or caused by Customer or by any public authority, site condition, labor dispute, adverse weather conditions, force majeure, or delays in delivery of materials, the Estimated Date of Completion shall be extended by the duration of such delay.
6. **Project Photographs:** Customer hereby grants permission to Contractor for Contractor to use photographs of the Project site for marketing purposes.
7. **Past Due Invoices:** Past due invoices will be subject to 1% interest charges per month until paid. The interest will be applied to the previous month's balance.
8. **Costs:** In the event Contractor prevails in any action or proceeding to collect any amount due Contractor under this Contract, or otherwise enforce this Contract, Contractor shall be entitled to recover from Customer, in addition to any other damages, its costs and expenses including reasonable attorneys' fees.
9. **Supervision of the Project:** Contractor shall be the authority for the proper placement of fixtures in accordance with recognized standards. Customer agrees that the supervision of the working forces rests exclusively with Contractor. Customer shall have the right to observe the progress of the Project provided, however, that Contractor shall not be responsible for any injury to Customer during said observations.
10. **Differing Site Conditions:** A "Differing Site Condition" is any physical condition at the Project Site that is materially different from those normally encountered in the construction of this type of Project, such as rotten wood, etc. If Contractor encounters a Differing Site Condition, Contractor shall provide notice to Customer. If a Differing Site Condition is encountered by Contractor when performing the Project, then the Contract Price and the Estimated Date of Completion Date shall be adjusted as follows: (i) the Contract Price shall be adjusted to include the additional costs incurred by Contractor, including time and material at \$80.00 per hour plus 25% over material, labor, and subcontractor costs; and (ii) the Estimated Date of Completion Date shall be extended a reasonable number of days necessary to complete the Project.
11. **Mold Abatement:** This contract does not include, unless expressly specified, any mold abatement, removal, or cleaning. If mold is found existing on the premises, any cost to abate, remove, or clean shall be paid by the homeowner as an extra. In addition, any warranty given to the homeowner under this contract does not include the cost to abate, remove, or clean mold that may be found on the premises in the future.
12. **Project Site Damage:** Contractor is not responsible for damage to the interior of the Project site caused by exterior work, including knick-knacks and pictures falling off walls, nail pops, and cracked drywall. Contractor is not responsible for concrete damage caused by equipment.
13. **NOTICE CONCERNING CONSTRUCTION DEFECTS:**
WISCONSIN LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED YOUR DWELLING OR COMPLETED YOUR REMODELING PROJECT OR AGAINST A WINDOW OR DOOR SUPPLIER OR MANUFACTURER. SECTION 895.07 (2) AND (3) OF THE WISCONSIN STATUTES REQUIRES YOU TO DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE BEFORE YOU FILE YOUR LAWSUIT, AND YOU MUST PROVIDE YOUR CONTRACTOR OR WINDOW OR DOOR SUPPLIER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR REMEDY THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR WINDOW OR DOOR SUPPLIER. ALL PARTIES ARE BOUND BY APPLICABLE WARRANTY PROVISIONS.
14. **Repairs:** Contractor shall not be obligated to repair any construction defect caused, in whole or in part, by: (i) Customer's

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improper maintenance of the Project; (ii) natural occurrences beyond Contractor's control; (iii) defects in materials supplied by anyone other than the Contractor; (iv) any work performed by Customer or Customer's agents; (v) normal wear and tear; and (vi) materials or products covered by other warranties.

15. Warranties: EXCEPT FOR THOSE WARRANTIES PROVIDED TO THE CUSTOMER IN WRITING, CONTRACTOR MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE WORK, ANY IMPLIED WARRANTY OF MERCHANTABILITY, USE, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. CUSTOMER AGREES THAT IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, EMOTIONAL DISTRESS, PERSONAL INJURY, BODILY INJURY, DEATH, OR INDIRECT, INCIDENTAL OR, CONSEQUENTIAL DAMAGES, CAUSED DIRECTLY OR INDIRECTLY BY THE ACTS OR OMISSIONS OF CONTRACTOR UNDER THE CONTRACT. ANY WRITTEN WARRANTIES PROVIDED TO CUSTOMER, IF ANY, ARE NOT ASSIGNABLE TO ANY OTHER PARTY.

16. LIEN NOTICE: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL LIKELY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND OWNER SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO OWNER'S LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

17. Miscellaneous terms: If any provision of this Contract shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate the entire Contract; instead, the entire Contract shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of Customer and Contractor shall be construed and enforced accordingly. This Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, heirs, personal representatives, administrators, successors and assigns. All disputes shall be resolved in the courts of the State of Wisconsin. The interpretation, construction and performance of this Contract shall be governed by the laws of the State of Wisconsin. This Contract shall constitute the entire agreement between Customer and Contractor with respect to its subject matter, and shall not be modified or amended except by a writing signed by Customer and Contractor. A change order signed by the parties shall constitute such a modification whether attached or separately executed. The provisions of this Contract supersede all prior oral and written quotations, communications, and understandings of the parties with respect to the subject matter of this Contract. No oral representations or statements made by Customer or Contractor or their representatives or agents shall modify the terms and conditions of this agreement. Consulting with Counsel. Customer has read this contract and has had the opportunity to consult third parties, including attorneys. Customer understands the terms and conditions of the contract.

By signing below you confirm that you (the Customer) have received the terms & conditions of the Contract and are in agreement.

Adam Melka

08/27/2024

Date

Zach Peterson

08/27/2024

Date

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NOTICE OF CONSUMER'S RIGHT TO RECEIVE LIEN WAIVERS

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.

For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

Adam Melka

08/27/2024

Date

Zach Peterson

08/27/2024

Date

By signing below you confirm that you (the Customer) have received the Wisconsin "Right to Cure" Law brochure.

Adam Melka

08/27/2024

Date

Zach Peterson

08/27/2024

Date

By signing below you confirm that you (the Customer) have received the The Notice of Cancellation.

Adam Melka

08/27/2024

Date

Zach Peterson

08/27/2024

Date

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NOTICE OF CANCELLATION

You may cancel this agreement by mailing a written notice to:
Frey Construction & Home Improvement, LLC
530 Park Ave
Prairie du Sac, WI 53578
USA

before midnight of the third business day (excluding Saturdays, Sundays and holidays) after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instruments executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of this transaction will be cancelled.

NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS CONTRACT.

I HEREBY CANCEL THIS CONTRACT.

SIGNATURE DATE: BUYER'S

You may cancel this agreement by mailing a written notice to:
Frey Construction & Home Improvement, LLC
530 Park Ave
Prairie du Sac, WI 53578
USA

before midnight of the third business day (excluding Saturdays, Sundays and holidays) after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records. If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instruments executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of this transaction will be cancelled.

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SIGNATURE DATE: BUYER'S

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Residential Improvement Program Scoring			
Level of Performance	Strong	Fair	Weak/Poor
Score	10-7 Points	6-4 Points	3 Point or Below
Property Condition	7		
Age of home	8		
Percentage of Average Assessed Value	8		
Percentage of Improvements of Assessed Value		6	
Repair of historical elements			3
Quality of materials		6	
Thoroughness of application		6	
Sustainability, energy efficiency		6	
Financial Hardship			3
Application Score			
Score			53
Total Overall Points for Grant Application: 100 Points			



AGENDA ITEM REPORT

MEETING DATE

September 11, 2024

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 3.c

2024 Residential Improvement Program Progress Update

BACKGROUND

Year to date, we have received 5 applications, including the one on the agenda tonight. One applicant has been tabled to provide more information which has not been provided, one project has been finished and closed out, and two projects are still ongoing. Our budget for 2025 for this project was \$25,000 and if the application on the agenda tonight is approved, we would still have \$9,000 remaining for new projects. In addition to the project that needs to submit more information, I have received two other inquiries about the program.

RECOMMENDATION

ATTACHMENTS

1. 2024 Application Summary Sheet

Mount Horeb Residential Exterior Improvement Program

[illegible]



AGENDA ITEM REPORT

MEETING DATE

September 11, 2024

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 3.d

Update on Parking Study Recommendations

BACKGROUND

So far, of the immediate actions approved by the Village Board, the directional signs have been updated to the standard blue P parking signs with arrows and the parallel spots on S First Street have been changed to angle parking. The compact parking only signs have been ordered, and we are working with the Police Department on a revised ordinance that will be enforceable. The new signs for the parking lots have also been ordered. These new lots signs will be more simplistic and all lots will have a number that corresponds with a parking lot map shared online by the Village and Chamber. The Village and Chamber are also continuing the conversation with downtown businesses and property owners about the pros and cons of posting temporary 15 minute stalls.

The board chose not to take action on changing the parking lengths downtown at this time. Additionally, there are opportunities for more angle parking on S 1st Street and S 2nd Street that need some infrastructure work. We will time those improvements with other projects to take advantage of shared cost savings. Staff will continue to monitor parking in the downtown and reassess as time passes and additional development occurs.

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

September 11, 2024

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 3.e

Update on Downtown Plan Updates

BACKGROUND

Chair Shellpfeffer, Economic Development Consultant Kristen Fish-Peterson and I met and walked the downtown and bike trail to discuss ways to promote bike trail uses to explore our downtown. Some items that immediately jumped out were aesthetics of businesses from the trail. The Buck and Honey's patio creates an inviting, welcoming atmosphere, where other properties are more closed off. We discussed potential assistance to properties to improve this look, as well as public art ideas to draw attention from the trail to Main Street.

Administrator Owen has reached out to the DNR to have a discussion on a downtown gathering area and how that relates to the trail and the Mount Horeb Station Property, but has not yet been able to set up a meeting.

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

September 11, 2024

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 3.f

Discussion on Wisconsin Economic Development Corporation Small Business Development Grant Webinar

BACKGROUND

Administrator Owen and Kristen Fish-Peterson viewed a webinar on a new small business development grant. The grant is a competitive application process with \$2 million allocated for 2025 to provide grants ranging from \$50,000 to \$250,000. The funds would be used to assist small businesses with fewer than 25 full-time equivalent employees. The option for use of these funds that we thought of is a revolving loan fund (RLF). A RLF provides loans to businesses at a reduced rate to help finance a project that otherwise may not be attractive for traditional bank finance or there is a gap in financing. The interest charged is generally less than prime, and as funds are paid back, they are used to grow the amount to be loaned out. The Village currently has a RLF that was funded by USDA money, so the application process is detailed and often difficult for smaller businesses to manage; it would be helpful to have a less burdensome fund available.

We are always open to looking into alternate funding sources to provide assistance to our businesses, but we also have to keep in mind that this is a competitive grant for a limited amount of funds and with any RLF there are management costs we will incur. If we to apply for a \$100,000 grant and chose to make loans between \$10,000 and \$20,000, that could mean between 5-10 loans to manage. On top of that we need to determine if that amount of funds would be attractive for our businesses and worth our effort.

RECOMMENDATION

ATTACHMENTS

1. 2024-07-Small-Business-Development-Grant
2. BCD_SBDG_FY25_PG Final Clean
3. SBDG-Flyer

SMALL BUSINESS DEVELOPMENT GRANT

CONNECTING SMALL BUSINESSES WITH THE CAPITAL THEY NEED TO GROW

The Wisconsin Economic Development Corporation's (WEDC's) **Small Business Development Grant (SBDG) Program** encourages communities and economic development partners to invest in their small businesses. The program offers financial incentives for these communities and organizations to develop innovative programs that directly support small businesses and small business creation. The program's goal is to support local and regional economic development programs that are aimed at providing greater access to capital to small businesses in the state of Wisconsin.

How it works

The SBDG Program is a competitive program that assists local and regional economic development organizations, municipalities, tribal governments, and counties to support small business development in their respective areas. WEDC has allocated \$2 million for fiscal year 2025, with individual grants ranging from \$50,000 to \$250,000.

Eligibility criteria

Eligible uses of funds include, but are not limited to, matching grant programs (such as startup, façade, expansion) and small business financing for firms with fewer than 25 full-time equivalent employees. Grant funds may not be used to cover past costs. WEDC will not require matching funds for this program; however, applications that provide for matching funds will receive extra points in the scoring process. The scoring process will also take into account whether the project is in a rural or distressed area and whether it will assist small businesses that are diversely owned, among other criteria.

LEARN MORE

For more information about becoming eligible for the Small Business Development Grant Program, contact a Wisconsin Economic Development Corporation (WEDC) regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.



Pilot-Small Business Development Grant Program

Program Guidelines for Fiscal Year 2025	
Lead Division: Business and Community Development	
☒ New	☐ Revised
☒ Grant	☐ Loan ☐ Tax Credit ☐ Technical Assistance

Introduction

Background: The Small Business Development Grant Program (SBDG) encourages communities and economic development partners through financial incentives to invest in their small businesses by developing innovative programs aimed directly at supporting small businesses and small business creation. WEDC believes we can foster creative, new program ideas by challenging our communities and partners to think outside the box to develop new programs and ideas rather than the typical top-down approach to program development. WEDC, in the follow up to its previous small business-related programming, including the historic Main Street Bounceback program, consistently received feedback that access to capital continues to be a primary issue.

Purpose: The Small Business Development Grant is a competitive program that assists local and regional Economic Development Organizations (EDOs), municipalities, tribal governments, and counties to support small business development in their areas. The goal of the Small Business Development Grant Program is to support local and regional economic development programs that are aimed at providing greater access to capital to small businesses in the state of Wisconsin.

Eligibility Requirements

Eligible Applicants: Local and regional Economic Development Organizations, municipalities, tribal governments, and counties are eligible applicants.

Ineligible Applicants: Member-based small-business centric organizations, such as Chambers of Commerce, are not eligible to apply for the Small Business Development Grant.

Eligible Use of Funds: Include but are not limited to matching grant programs (start-up, façade, expansion) and small business financing for firms with fewer than 25 full-time employees. Costs are only eligible after WEDC approval.

Matching: WEDC will not require matching funds for the Small Business Development Grant Program. However, matching funds will be considered during the scoring process, as well as other attributes including whether the project is in a rural/distressed area, whether the small business is diverse owned, and other attributes outlined on the SBDG scoring rubric.

Available Incentives

FY25: \$2,000,000

Award Sizes: Between \$50,000 and \$250,000.

Awards per Applicant: One award per application for the fiscal year.

Activities and Expected Outcomes

Awards will be made to a minimum of eight and a maximum of 40 communities.

Impact: Create a set of innovative solutions to support small businesses at the community level that can be shared state-wide. This includes ideas that may increase access to capital for small businesses and new ways to deliver technical assistance.

Metrics:

- Leverage – Total.
- Individuals Served/Engaged, new business started and obtained EIN.
- Pass-through Businesses Assisted (Financial).
- Pass-through Businesses Assisted (Technical), new business formed and hiring.
- Pass-through Leverage Total.
- Pass-through Job Creation.
- Performance Milestone, Number of vacant commercial spaces filled.

Application Guideline

Timeline: Applications will be accepted, evaluated, and awarded during the second half of 2024. The Small Business Development Grant is a competitive program.

Scoring Criteria: WEDC will include, but not limit the SBDG scoring to the following:

- The extent to which the proposed effort provides a model to maintain grant funding for long-term use in the applicant's service territory.
- The extent to which the applicant's program provides customized business advising and technical assistance follow-up to small businesses in the applicant's service territory in conjunction with business financing.
- The extent to which the applicant's program will address a local economic challenge (e.g. number of localities served, geography, businesses served, etc.).
- The extent to which the problem has been approached through regional collaboration with other economic development groups and other local jurisdictions.
- The extent to which the applicant demonstrates community demand/support/need for program.
- The extent to which the applicant demonstrates the critical need for WEDC financial support.
- The extent to which the program as proposed will support local, small business growth.
- The extent to which the project will provide an impact to economically distressed communities or rural areas of Wisconsin.
- The extent to which the project will impact historically underserved populations.

- The extent to which the proposed effort can be replicated throughout Wisconsin.
- The extent to which the applicant budget is complete and displays how funds will support small businesses. Funds cannot be used to cover administrative costs or the provision of technical assistance.
- The extent to which the applicant has secured match funds (a match is not required).
- The extent to which the applicant has demonstrated experience administering loan/grant funds.
 - If a Revolving Loan Fund is proposed then objectives, financing strategy (terms, eligibility, use of funds), Operational procedures (application process, underwriting, disbursement, loan monitoring, marketing plans), a full summary of the applicant's organizational capacity to run an RLF must be provided.
- The extent to which the applicant has a plan to disburse grant funds within the first 18 months of the project window.

How to Apply: An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

Award Process: The completed application will be assigned to a scoring committee for review and recommendation. A WEDC underwriter will be assigned to review each recommended award and go through the award review process.

Performance Reporting: Awardees will submit periodic performance reports via Network WI documenting specific project activities and any other contract deliverables. WEDC requires two performance reports throughout the project: an annual report and one at the end (assuming a 24–36-month project period).

WEDC annually selects awards on a sample basis for an audit. All backup documentation to the performance report and financial records must be maintained by the Recipient for at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Revision History

Program Inception – Fiscal Year 2025



CONNECTING SMALL BUSINESSES WITH THE CAPITAL THEY NEED TO GROW

The Wisconsin Economic Development Corporation (WEDC) has created a new program that aims to support small businesses in the state of Wisconsin by encouraging initiatives that offer these businesses increased access to capital. The **Small Business Development Grant (SBDG) Program** will offer financial incentives for communities and organizations to develop innovative programs that directly support small businesses and small business creation.

Who is eligible to apply?

- Local and regional economic development organizations
- Municipalities
- Tribal governments
- Counties

What can grant funds cover?

- Eligible uses of funds include, but are not limited to, matching grant programs (such as startup, façade, expansion) and small business financing for firms with fewer than 25 full-time equivalent employees.
- Grant funds may not be used to cover past costs.

What else do I need to know?

- WEDC has allocated \$2 million for fiscal year 2025, with individual grant amounts ranging from \$50,000 to \$250,000.
- Membership-based organizations such as chambers of commerce are not eligible to apply for this program.
- WEDC will not require matching funds for this program; however, applications that provide for matching funds will receive extra points in the scoring process.
- The scoring process will also take into account whether the project is in a rural or distressed area and whether it will assist small businesses that are diversely owned, among other criteria.

How do I apply?

- Visit wedc.org/regional to identify the regional economic development director (REDD) for your area. Reach out to that person, who can help you determine if your proposed project meets the criteria to apply. If you are eligible to apply, you will receive an invitation to submit an application through the Network Wisconsin portal.
- Please keep in mind that if your project is selected, you will need to submit project reports with specific deliverables at predetermined intervals during and after the grant period. The REDD for your area can provide more details about the reporting requirements during the initial conversation so you can determine if you wish to proceed.



Evaluation criteria

The application scoring rubric will factor in the following criteria:

- The extent to which the proposed effort provides a model to maintain grant funding for long-term use in the applicant's service territory
- The extent to which the applicant's program provides customized business advising and technical assistance follow-up to small businesses in the applicant's service territory in conjunction with business financing
- The extent to which the applicant's program will address a local economic challenge (e.g. number of localities served, geography, businesses served, etc.)
- The extent to which the problem has been approached through regional collaboration with other economic development groups and other local jurisdictions
- The extent to which the applicant demonstrates community demand/support/need for program.
- The extent to which the applicant demonstrates the critical need for WEDC financial support
- The extent to which the program as proposed will support local, small business growth
- The extent to which the project will provide an impact to economically distressed communities or rural areas of Wisconsin
- The extent to which the project will impact historically underserved populations
- The extent to which the proposed effort can be replicated throughout Wisconsin
- The extent to which the applicant budget is complete and displays how funds will support small businesses
 - Funds cannot be used to cover administrative costs or the provision of technical assistance.
- The extent to which the applicant has secured match funds (a match is not required)
- The extent to which the applicant has demonstrated experience administering loan/grant funds
 - If a Revolving Loan Fund is proposed then objectives, financing strategy (terms, eligibility, use of funds), Operational procedures (application process, underwriting, disbursement, loan monitoring, marketing plans), a full summary of the applicant's organizational capacity to run an RLF must be provided.
- The extent to which the applicant has a plan to disburse grant funds within the first 18 months of the project window