



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, March 5, 2025 at 7:00 PM

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

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Roll call
- 4) Public Comments – non-agenda items
- 5) Consent Agenda
 - a. Consideration of February 5, 2025 Meeting Minutes
 - b. Consideration of Ordinance 2025-04 Rezone application from R-3 Multi-Family Residential to R-2 Two-Family Residential, Mark Nortman
 - c. Authorization to Bid the 2025 Street Improvements Project
 - d. Recommendation on extension of loan to Mount Horeb Dental
- 6) Agenda Items
 - a. Bid Award for Nesheim Water Main Rehabilitation
 - b. Resolution Authorizing the Issuance and Establishing Parameters for the sale of Not to Exceed \$5,285,000 General Obligation Promissory Notes
 - c. Consideration of Preliminary Plat Application by Jeff Grundahl for Brookstone Hills
 - d. Public Comments on Ordinance 2025-03 Permitting ATV/UTVs on Village Streets
 - e. Consideration of Ordinance 2025-03 Permitting ATV/UTVs on Village Streets
 - f. Consideration of Resolution 2025-01 Preliminary Resolution to Levy Special Assessments
 - g. Consideration of Resolution 2023-03 Fundraising Memorandum of Understanding with Mount Horeb Public Library
 - h. Discussion on Committee and Commission Requirements
- 7) Committee Reports:

- a. Community Development Authority
 - b. Dane County Cities & Villages Association Report
 - c. Finance/Personnel
 - d. Historic Preservation Committee Report
 - e. Library Board
 - f. Mount Horeb Area Chamber of Commerce
 - g. Mount Horeb Area Joint Fire Department
 - h. Parks, Recreation, and Forestry Commission
 - i. Plan Commission
 - j. Public Safety Committee
 - k. Public Works Committee
 - l. School Liaison
 - m. Sustainability and Natural Resources Committee
 - n. Tourism Commission
 - o. Utility Commission
- 8) Village President's report
 - 9) Village Administrator's report
 - 10) Village Clerk's report
 - 11) 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
FEBRUARY 5, 2025**

The Village Board met in regular session in-person on the above date in the Board Room of the Mount Horeb Municipal Building.

Call to Order/Roll Call: Village President Ryan Czyzewski called the meeting to order at 7:00pm. The Pledge of Allegiance was recited. Present were Trustees Jones, White, Schellpfeffer, Gauger, Scott, and Halverson. Also present were Administrator Nic Owen, Village Clerk Alyssa Gaffney, and Youth-In-Government students Siobahn Mertz and Nola Gilmore.

Public Comments: Robert Sagmoen spoke about the misinformation that has been spreading about ATVs and UTVs.

Consent Agenda: Scott requested the CSM for Lot 3, Sienna Hills Subdivision be removed from the consent agenda. Jones moved, Halverson seconded to approve the following remaining consent agenda items: January 8, 2025 meeting minutes; 2025 approved Aquatic Center dates and hours of operation; Authorization to bid 2025 Nesheim Water Main Replacement project; and Authorization to bid 2025 Lake St/Co JG Stormwater Basin project. Motion carried by unanimous voice vote. Scott voiced her concerns that the conditions wouldn't be met by the developer for Lot 3 in the Sienna Hills Subdivision. Halverson moved, Schellpfeffer seconded to approve the CSM, based on the engineer's conditions. All voted aye, except for White and Scott, who voted no. Motion carried.

Appearance by County Executive Agard: Dane County Executive Melissa Agard spoke about her office's plans for 2025.

Presentation and Discussion of 2025 Proposed Borrowing for 2025-2026 Street Improvements: Village Financial Planner Kevin Mullen spoke about the borrowing option for the 2025-2026 Street Improvement Projects.

Presentation on Affordable Housing: Village Economic Development Consultant Kristen Fish-Peterson gave her presentation on affordable housing.

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

Village President's report: Czyzewski stated he met with trustee candidate Sarah Best. He also spoke about the citizen appointment application process, and some upcoming items for future meetings.

Village Administrator's report: Owen spoke about the Lukken Farm and Karakahl property.

Village Clerk's report: Gaffney spoke on details of the Spring Primary election coming up on February 18th, and absentee voting dates. She also spoke about the timeline for scheduling the reorganizational meeting in April.

Adjournment: With no further business before the board, Halverson moved, Schellpfeffer seconded to adjourn @ 8:37pm. Motion carried by unanimous voice vote.

Minutes by Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.b

Consideration of Ordinance 2025-04 Rezone application from R-3 Multi-Family Residential to R-2 Two-Family Residential, Mark Nortman

BACKGROUND

The Plan Commission will held a public hearing and are recommending approval of the rezoning application from Mark Nortman. Nortman is applying for the rezone of 303 Manor Drive from R-3 multifamily to R-2 two-family. The down zoning of the lot would allow the purchaser to construct either a single-family home or duplex on the lot. The lot is adjacent to existing single-family homes and staff have no concerns about the request. It was noted prior to the meeting that the lot immediately East of this lot is also addressed as 303 Manor Drive. Staff is working with emergency management and the post office on readdressing this lot. It will likely be addressed off of Alan Drive when the homes are sited.

RECOMMENDATION

ATTACHMENTS

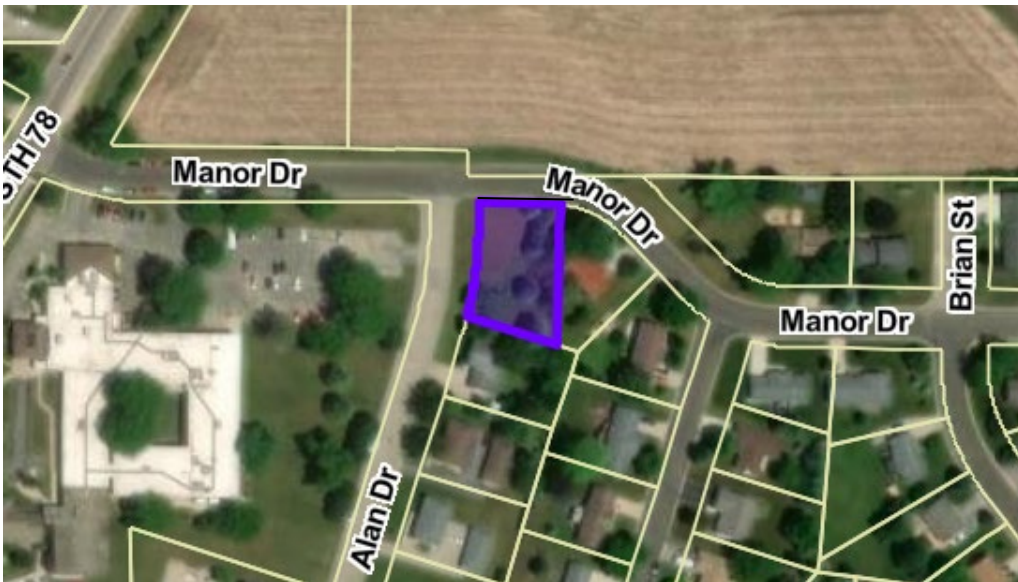
1. 303 Manor Drive Rezone 300 letter PH
2. Rezone App

VILLAGE OF MOUNT HOREB
PUBLIC HEARING
February 26, 2025

The Plan Commission of the Village of Mount Horeb will hold a public hearing on the above date at 7:00pm in the Board Room of the Municipal Building, 138 E Main Street, Mount Horeb, WI. The purpose of the hearing is to consider an application from Mark Nortman to rezone 303 Manor Drive, parcel 0606-121-0123-2, further described as Kara View Heights Lot 3, from R-3 Multi family Residential to R-2 Two Family Residential.

The Village Board, by its Plan Commission, will hear all persons concerning all matters and/or objections written or verbal at that time.

PUBLISH: Mount Horeb Mail February 6, 2025
Mount Horeb Mail February 13, 2025



PROPERTY OWNERS: You are receiving this notice as you own property that is within 300 feet of the proposed rezone. Please contact Village Administrator Nic Owen at 608 437-6884 ext 2109 or email nic.owen@mounthorebwi.info with any questions.



VILLAGE OF MOUNT HOREB
Zoning Administrator 608-437-9409
138 East Main Street
Mount Horeb, WI 53572

PLAN COMMISSION APPLICATION

PROJECT NAME: Lot 3 Manor Drive

Project Address 303 Manor Drive Parcel Number: 060612101232

Zoning Map

Current Zoning R3 Multi family res. Future Land Use Zoning: R-2 Two family res.

(select zoning layer in map)

(select future land use layer in map)

APPLICANT: Mark Nortman

ADDRESS: 207 N. 8th Street Mount Horeb

PHONE: 608-575-3393

EMAIL: nortmanm@firstweber.com

OWNER: Heidi Kopras-proxy for sellers

ADDRESS: 500 Reid Drive, Mt Horeb, WI 53572

PHONE: 608-347-9828

EMAIL: heidi@homelobster.com

PROJECT DESCRIPTION: Request a downzone from R-3 to R-2.

OWNER/APPLICANT SIGNATURE: Heidi Kopras DATE: 1/17/2025

DocuSigned by:

0862187EACEB44C...

FEES & DEPOSITS: (CHECK ALL THAT APPLY)

Application	Fee	Public Hearing-	Developer Deposit:
☐ Certificate of Appropriateness (for Central Business Zoning)	No Fee		An escrow deposit is required in accordance with the Development Application Agreement.
☐ Certified Survey Map (CSM) scroll to Section 18.61 in schedule	Schedule		
☐ Certified Survey Map Extraterritorial scroll to Section 18.61 in schedule	Schedule		Total Fee Paid: _____
☐ Comprehensive Plan Amendment	\$150.00	Class One	
☐ Conditional Use Permit (changes in USE of property)	\$150.00	Class Two	Date: _____
☐ Conditional Use Permit (planned development district)	\$200.00	Class Two	
☐ Design Review	\$100.00		Fee Waived By: _____
☐ General Development Plan (GDP)	\$200.00		
☐ Specific Improvement Plan (SIP)	\$300.00		
☒ Zoning Amendment (changes in zoning)	\$150.00	Class Two	
☐ Zoning Amendment (planned development district)	\$200.00	Class Two	



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.c

Authorization to Bid the 2025 Street Improvements Project

BACKGROUND

The Village board needs to take action to authorize the Village Administrator and Village engineer to solicit bids for street improvement projects. The 2025 Street projects include the resurfacing of Garfield Street from Blue Mounds Street west to the Village limits and the total reconstruction, including utility repairs and replacement of Blue Mounds Street from Blue Mounds Street south to Justin Drive.

RECOMMENDATION

ATTACHMENTS

1. LTR 2025-0226 Request for Auth to Bid 2025 Streets

SMITHGROUP

February 26, 2025

Nic Owen
Village Administrator
VILLAGE OF MOUNT HOREB
138 East Main Street
Mount Horeb, WI 53572

Re Contract 25-101 – 2025 Street Improvements (Blue Mounds Street from W Main St to Justin Dr, West Garfield Street from West Village Limits to Blue Mounds St)
SmithGroup Project No. 15582.000
Authorization to Bid

Dear Mr. Owen,

Per the 5-year Capital Improvement Plan (CIP), the above referenced project includes street rehabilitation to address excessive alligator cracking of the pavement due to aggregate base displacement and failure and curb and gutter cracking, displacement, and settlement. Spot repairs of the existing sidewalk within the project will be completed and new sidewalk will be added per the Sidewalk Circulation Plan. New sanitary sewer and sanitary spot repairs will be completed to address manhole surcharge issues and general maintenance. Additional storm sewer inlets will be added.

A Preliminary Resolution to Levy Special Assessments was adopted by the Village Board and Village of Mount Horeb on February 5, 2025. A Public Hearing on the Preliminary Special Assessment Report was held on February 24, 2025. The Engineer's Estimate for the project is \$1,524,300; portions of this contract are funded in part by a grant from the Local Roads Improvement Program (LRIP).

The anticipated bid schedule is as follows:

- Advertisement for Bids: March 13 & March 20, 2025
- Bid Opening: March 28, 2025 at 11:00am
- Bid Award: April 5, 2025 Village Board Meeting
- Bid Award Issued to Contractor: April 6, 2025
- Pre-Construction Conference/Notice to Proceed: TBD based on successful bidder schedule
- Construction Completion Dates:
 - Phase 1: June 6, 2025 (Summer Frolic: June 12-15, 2025)
 - Phase 2: July 23, 2025 (Country Music Faire: July 26, 2025)
 - Phase 3: August 28, 2025

SmithGroup requests the Village Board provide Authorization to Bid the above referenced project at the March 5, 2025 meeting.

Sincerely,



Heather Brose, P.E. - WI
Associate | Civil Engineer



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.d

Consideration of extension of loan to Mount Horeb Dental

BACKGROUND

In 2020, the Village approved a revolving loan fund application for Mount Horeb Dental associated with their new facility on Springdale Street. When we approved the loan, we approved a 5-year loan for \$200,000 at 4.00% interest amortized over 10-years with a final balloon payment of \$111,237.65. The idea behind the balloon payment was that they could then decide to refinance with the bank or extend their loan with us.

Our revolving loan fund manual allows for loans for terms of up to 10 years, to be amortized over as much as 25 years. Rates are set at the Village's borrowing rate, plus or minus depending on the benefits of the applicant's proposal.

The Revolving Loan Fund Committee met and are recommending extending the loan for 5 years at a rate of 5.35% (the Village rate of 4.35% + 1.00%).

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.a

Bid Award for Nesheim Water Main Rehabilitation

BACKGROUND

Bids were opened for the Nesheim Trail Water Main Rehabilitation Project on the morning of February 28th. The low bid came from S&L Underground for \$1,773,672.41, below the engineers' opinion of probable cost of \$1.8 million. We have worked with S&L in the past and have not had issues.

RECOMMENDATION

ATTACHMENTS

1. LTR 2025-0228 Bid Tabulations 25-100

SMITHGROUP

February 28, 2025

Nic Owen
Village Administrator
VILLAGE OF MOUNT HOREB
138 East Main Street
Mount Horeb, WI 53572

Re Nesheim Water Main Rehabilitation
Contract 25-100
Village of Mount Horeb, Wisconsin

Dear Nic:

Bids for the above referenced project were opened on February 28, 2025. Four (4) bids were received with the resulting bid tabulations enclosed. The low bid of \$1,773,672.41 was lower than the Engineer's Opinion of Probable Construction Cost of \$1,800,000. The highest bid received was \$2,099,157.50. We have enclosed the bid tabulations for your review and files.

S&L Underground, Inc. of Lodi, Wisconsin was the apparent low bidder at \$1,773,672.41. The bid included a bid bond for 10%, a certification agreeing to comply with Davis-Bacon Requirements, and a Good Faith Certification (Form 8700-294) as required by the Specifications.

As with all contractors, we strongly suggest that you consider evaluating S&L Underground's financial status and past project references prior to award and other information submitted to you as required by Part 2, Paragraph 7 of the Standard Specifications.

Sincerely,



Heather Brose, P.E.
Associate | Civil Engineer

CC: Denise Schwenn, Denise.Schwenn@mounthorebwi.info
Jeff Gorman, jeff.gorman@mounthorebwi.info
Brian Schult, brian.schult@mounthorebwi.info
Mike Brace, michael.brace@mounthorebwi.info
Rob Wright, robert.wright@smithgroup.com
Josh Bilau, josh.bilau@smithgroup.com
Matt Kundert mattk@slunderground.net

CONTRACT 25-100

BID DATE: **FEBRUARY 28, 2025** BID TIME: **11:00 A.M.**
VILLAGE OFFICE • 138 E. MAIN STREET • MOUNT HOREB, WI

NESHEIM WATER MAIN REHABILITATION

NESHEIM TRAIL (W MAIN ST TO DEAD END)
ORCHARD LANE (NESHEIM TRL TO W MAIN ST)
OAK TREE DRIVE (NESHEIM TRL TO MOUNT VIEW CIR)
MOUND VIEW CIRCLE (OAK TREE DR TO SHADY CT)
SHADY COURT (MOUND VIEW CIR TO RAVINE RD)
RAVINE ROAD (SHADY CT TO NESHEIM TRL)
OAK TREE COURT (SHADY CT TO DEAD END)
LONG VIEW AVENUE (NESHEIM TRL TO HICKORY RD)
MOUNT HOREB, WI

BIDDER'S NAME	ADDENDUM NO. 1	BID BOND	DBE CERT	BASE BID AMOUNT		RANK
				Contractor's computed	Engineer's computed	
S & L Underground, Inc.	X	X	X	\$ 1,773,672.41	\$ 1,773,672.41	1
Parisi	X	X	X	\$ 2,099,157.50	\$ 2,099,157.50	4
Rule Construction, Ltd.	X	X	X	\$ 1,877,410.00	\$ 1,877,410.00	3
G-Pro Excavating LLC	X	X	X	\$ 1,846,284.50	\$ 1,846,284.50	2

Reviewed and Approved By:



Robert S. Wright, PE
Village Engineer

SMITHGROUP

Village of Mount Horeb
Mount Horeb Nesheim Trl Water Main Rehabilitation
14940.000
Bid Tabulation
2/28/2025

www.smithgroup.com

			S & L Underground, Inc. W10440 County Road K, P.O. Box 167 Lodi, WI 53555		G-Pro Excavating LLC 101 South Fountain Street, P.O. Box 215 Montfort, WI 53569		Rule Construction, Ltd. 3696 State Rd 23 Dodgeville, WI 53533		Parisi 508 S. Nine Mound Rd. Verona, WI 53593	
Description	Quantity	Unit	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Roadway										
Install 30" Concrete Curb & Gutter. (Includes placement and compaction of 12" depth crushed stone Base Course to 12" behind curb & gutter.) (Complete in place)	1500	LF	\$ 39.00	\$ 58,500.00	\$ 42.50	\$ 63,750.00	\$ 40.00	\$ 60,000.00	\$ 50.00	\$ 75,000.00
Special Waterway Curb. (Includes placement and compaction of 12" depth crushed stone Base Course to 12" behind back of curb.) (Complete in place)	180	SF	\$ 52.30	\$ 9,414.00	\$ 54.50	\$ 9,810.00	\$ 59.00	\$ 10,620.00	\$ 17.00	\$ 3,060.00
Driveway Plating and Access During Curb Curing (undistributed)	4	EA	\$ 500.00	\$ 2,000.00	\$ 800.00	\$ 3,200.00	\$ 1,250.00	\$ 5,000.00	\$ 750.00	\$ 3,000.00
Sawcut Butt Joint. (Complete in place)	9600	LF	\$ 1.60	\$ 15,360.00	\$ 2.50	\$ 24,000.00	\$ 2.00	\$ 19,200.00	\$ 2.15	\$ 20,640.00
Install 4" Deep Bituminous Pavement. (2-1/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	6500	SY	\$ 31.46	\$ 204,490.00	\$ 37.25	\$ 242,125.00	\$ 24.80	\$ 161,200.00	\$ 37.00	\$ 240,500.00
Remove Existing Bituminous Drive Apron and Replace with 3" Thick Bituminous Drive Apron on 8" Deep Aggregate Base. (Complete in place)	500	SF	\$ 5.60	\$ 2,800.00	\$ 7.00	\$ 3,500.00	\$ 6.00	\$ 3,000.00	\$ 6.50	\$ 3,250.00
Remove Existing Concrete Apron and Replace with 6" Thick Concrete Drive Apron on 6" Deep Aggregate Base. (Complete in place)	230	SF	\$ 13.70	\$ 3,151.00	\$ 14.75	\$ 3,392.50	\$ 13.50	\$ 3,105.00	\$ 12.00	\$ 2,760.00
Hydrant Curb Striping. (15 LF centered on hydrant, curb face and head, yellow) (Complete in place)	150	LF	\$ 40.00	\$ 6,000.00	\$ 15.00	\$ 2,250.00	\$ 12.00	\$ 1,800.00	\$ 42.00	\$ 6,300.00
Restoration	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 31,000.00	\$ 31,000.00	\$ 20,610.00	\$ 20,610.00	\$ 5,000.00	\$ 5,000.00
Construction Staking and Layout	1	LS	\$ 16,161.00	\$ 16,161.00	\$ 24,500.00	\$ 24,500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
Traffic Control	1	LS	\$ 55,866.41	\$ 55,866.41	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
Erosion Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Water Main										
8-inch Ductile Iron Water Main (Complete in place)	4865	LF	\$ 116.00	\$ 564,340.00	\$ 149.00	\$ 724,885.00	\$ 140.00	\$ 681,100.00	\$ 133.00	\$ 647,045.00
6-inch Ductile Iron Water Main (Complete in place)	220	LF	\$ 101.00	\$ 22,220.00	\$ 126.00	\$ 27,720.00	\$ 125.00	\$ 27,500.00	\$ 130.00	\$ 28,600.00
8-inch Gate Valve and Box (includes Gate Valve Adapter) (Complete in place)	21	EA	\$ 3,716.00	\$ 78,036.00	\$ 3,205.00	\$ 67,305.00	\$ 2,950.00	\$ 61,950.00	\$ 4,800.00	\$ 100,800.00
Fire Hydrant with Auxiliary Valve (Complete in Place)	10	EA	\$ 9,161.00	\$ 91,610.00	\$ 8,335.00	\$ 83,350.00	\$ 9,725.00	\$ 97,250.00	\$ 15,000.00	\$ 150,000.00
Tapping Tee and Gate Valve (includes live tap) (Complete in place)	2	EA	\$ 6,492.00	\$ 12,984.00	\$ 6,500.00	\$ 13,000.00	\$ 6,700.00	\$ 13,400.00	\$ 10,000.00	\$ 20,000.00
Connection to Existing Main (Complete in place)	1	EA	\$ 50,000.00	\$ 50,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
Install Temporary Water Main System for Oak Tree Ct Water Main Replacement (includes temporary connections to individual curb stops)	1	LS	\$ 12,981.00	\$ 12,981.00	\$ 15,770.00	\$ 15,770.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
Install Temporary Standpipe for Hydrostatic Testing	3	EA	\$ 1,540.00	\$ 4,620.00	\$ 550.00	\$ 1,650.00	\$ 1,500.00	\$ 4,500.00	\$ 3,000.00	\$ 9,000.00
Install Surge Suppressor & Precast Water Access Structure (includes 8 x 6 tee and casting adjustment to finished grade) (Complete in place)	1	LS	\$ 8,717.00	\$ 8,717.00	\$ 13,712.00	\$ 13,712.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
Abandon Existing Water Main	1	LS	\$ 11,211.00	\$ 11,211.00	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
Replacement of Water Service (including tap and connections, corporation, box, curb stop, and reducer as required) (Complete in place)	61	EA	\$ 1,718.00	\$ 104,798.00	\$ 990.00	\$ 60,390.00	\$ 1,950.00	\$ 118,950.00	\$ 3,500.00	\$ 213,500.00
Install 1" Type K Copper Water Service (Complete in place)	1690	LF	\$ 57.70	\$ 97,513.00	\$ 65.00	\$ 109,850.00	\$ 60.00	\$ 101,400.00	\$ 27.25	\$ 46,052.50
Install 1.5" Type K Copper Water Service (Complete in place)	20	LF	\$ 95.40	\$ 1,908.00	\$ 80.00	\$ 1,600.00	\$ 90.00	\$ 1,800.00	\$ 45.00	\$ 900.00

SMITHGROUP

Village of Mount Horeb
Mount Horeb Nesheim Trl Water Main Rehabilitation
14940.000
Bid Tabulation
2/28/2025

www.smithgroup.com

			S & L Underground, Inc. W10440 County Road K, P.O. Box 167 Lodi, WI 53555		G-Pro Excavating LLC 101 South Fountain Street, P.O. Box 215 Montfort, WI 53569		Rule Construction, Ltd. 3696 State Rd 23 Dodgeville, WI 53533		Parisi 508 S. Nine Mound Rd. Verona, WI 53593	
Description	Quantity	Unit	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
Install 2" Type K Copper Water Service (Complete in place)	20	LF	\$ 107.00	\$ 2,140.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 55.00	\$ 1,100.00
Underground Utility Exploration (as requested by Engineer) (undistributed)	6	EA	\$ 970.00	\$ 5,820.00	\$ 500.00	\$ 3,000.00	\$ 750.00	\$ 4,500.00	\$ 600.00	\$ 3,600.00
Rock Excavation	1500	LF	\$ 85.00	\$ 127,500.00	\$ 70.00	\$ 105,000.00	\$ 40.00	\$ 60,000.00	\$ 75.00	\$ 112,500.00
Sanitary Sewer										
Install 4" Deep Bituminous Pavement for Pavement Patches associated with Sanitary Sewer Repairs. (2-1/4" Binder, 1-3/4" Surface, Type LT) (Complete in place)	1300	SY	\$ 31.50	\$ 40,950.00	\$ 37.25	\$ 48,425.00	\$ 24.80	\$ 32,240.00	\$ 37.00	\$ 48,100.00
Remove and Replace 8" SDR 35 PVC Sanitary Sewer (includes reconnection of all live laterals) (Complete in place)	64	LF	\$ 130.00	\$ 8,320.00	\$ 103.00	\$ 6,592.00	\$ 95.00	\$ 6,080.00	\$ 425.00	\$ 27,200.00
Remove and Replace 48" diameter Sanitary Sewer Manhole with castings (Neenah R-1550-B with non-rocking lid) (includes adjustment, polyethylene rings, and external chimney seal) (Complete in Place)	2	EA	\$ 7,770.00	\$ 15,540.00	\$ 5,761.00	\$ 11,522.00	\$ 5,800.00	\$ 11,600.00	\$ 8,400.00	\$ 16,800.00
Remove Sanitary Manhole Brick Risers and Replace with New Pre-Cast Concrete Eccentric Cone Section, Chimney, Casting, and External Seal (includes adjustment). (Complete in place). (SAN-MH-7 & SAN-MH-8)	2	EA	\$ 3,455.00	\$ 6,910.00	\$ 2,187.00	\$ 4,374.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00
Adjust Existing Sanitary Sewer Manhole Casting to finish grade. Provide new polyethelyene adjustment rings and external chimney seal. Reuse existing casting unless otherwise noted. (Complete in place)	11	EA	\$ 1,222.00	\$ 13,442.00	\$ 833.00	\$ 9,163.00	\$ 1,000.00	\$ 11,000.00	\$ 1,050.00	\$ 11,550.00
Provide New Sanitary Sewer Manhole Casting. (Neenah R-1550-B with non-rocking lid) Installation and adjustment are included within Bid Item 33	5	EA	\$ 620.00	\$ 3,100.00	\$ 500.00	\$ 2,500.00	\$ 485.00	\$ 2,425.00	\$ 1,500.00	\$ 7,500.00
Sanitary Spot Repair - 10 LF (includes Fernco connections.) (Complete in place)	28	EA	\$ 1,190.00	\$ 33,320.00	\$ 2,425.00	\$ 67,900.00	\$ 7,850.00	\$ 219,800.00	\$ 5,100.00	\$ 142,800.00
Sanitary Spot Repair - 20 LF (includes Fernco connections.) (Complete in place)	6	EA	\$ 2,205.00	\$ 13,230.00	\$ 3,700.00	\$ 22,200.00	\$ 7,580.00	\$ 45,480.00	\$ 7,100.00	\$ 42,600.00
Sanitary Spot Repair - 30 LF (Ravine Rd) (includes Fernco connections.) (Complete in place)	1	EA	\$ 3,280.00	\$ 3,280.00	\$ 4,287.00	\$ 4,287.00	\$ 8,650.00	\$ 8,650.00	\$ 13,000.00	\$ 13,000.00
Sanitary Spot Repair - 50 LF (Ravine Rd) (includes Fernco connections.) (Complete in place)	1	EA	\$ 5,440.00	\$ 5,440.00	\$ 6,562.00	\$ 6,562.00	\$ 17,250.00	\$ 17,250.00	\$ 20,000.00	\$ 20,000.00
Engineer's Total Computed Bid:			\$ 1,773,672.41		\$ 1,846,284.50		\$ 1,877,410.00		\$ 2,099,157.50	
Contractor's Total Computed Bid:			\$ 1,773,672.41		\$ 1,846,284.50		\$ 1,877,410.00		\$ 2,099,157.50	
			S & L Underground, Inc. W10440 County Road K, P.O. Box 167 Lodi, WI 53555		G-Pro Excavating LLC 101 South Fountain Street, P.O. Box 215 Montfort, WI 53569		Rule Construction, Ltd. 3696 State Rd 23 Dodgeville, WI 53533		Parisi 508 S. Nine Mound Rd. Verona, WI 53593	



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.b

Resolution Authorizing the Issuance and Establishing Parameters for the sale of Not to Exceed \$5,285,000 General Obligation Promissory Notes

BACKGROUND

The attached parameters resolution establishes the limits for which staff will be authorized to sell the bonds for the 2025-2026 street projects. Kevin Mullen of Baird will be present to explain the details on the borrowing.

RECOMMENDATION

ATTACHMENTS

1. Mount Horeb, V of - 25 GOPNs - Parameters Resolution 2025-02

RESOLUTION NO. 2025-02

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO
EXCEED \$5,285,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Mount Horeb, Dane County, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of street improvement projects (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell the general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the Village (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the Village Administrator and the President (the "Authorized Officers") the authority to accept the Proposal on behalf of the Village so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed FIVE MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$5,285,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, Notes aggregating the principal amount of not to exceed FIVE MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$5,285,000). The purchase price to be paid to the Village for the Notes shall not be less than 97.00% of the principal amount of the

Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the Village by the Purchaser shall not exceed 3.00% of the principal amount of the Notes, with an amount not to exceed 1.35% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 1.65% of the principal amount of the Notes representing costs of issuance, including bond insurance premium (if any), payable by the Purchaser or the Village.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to \$5,285,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$350,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$5,285,000. Any maturity or mandatory redemption amount may be eliminated, at the option of the Village, if the amount of such maturity or mandatory redemption amount is less than or equal to \$350,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$5,285,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2026	\$380,000
04-01-2027	495,000
04-01-2028	455,000
04-01-2029	230,000
04-01-2030	260,000
04-01-2031	345,000
04-01-2032	280,000
04-01-2033	295,000
04-01-2034	310,000
04-01-2035	325,000
04-01-2036	345,000
04-01-2037	365,000
04-01-2038	380,000
04-01-2039	400,000
04-01-2040	420,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2026, or on such other date approved by the Authorized Officers in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as

Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Village shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2025 through 2039 for the payments due in the years 2026 through 2040 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. To the extent necessary, the Village hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2025, if any, as may be set forth on Schedule III of the Approving Certificate.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes - 2025" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Zions Bancorporation, National Association, Chicago, Illinois, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf

of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The Village Board hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 5, 2025.

Ryan Czyzewski
President

ATTEST:

Alyssa Gaffney
Village Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned Village Administrator and President of the Village of Mount Horeb, Dane County, Wisconsin (the "Village"), hereby certify that:

1. Resolution. On March 5, 2025, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$5,285,000 General Obligation Promissory Notes of the Village (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$5,285,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The first interest payment date on the Notes shall be [April 1, 2026.] The amount of each annual principal or mandatory redemption amount due on the Notes is not more than \$350,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2026	\$380,000	\$ _____
04-01-2027	495,000	_____
04-01-2028	455,000	_____
04-01-2029	230,000	_____
04-01-2030	260,000	_____
04-01-2031	345,000	_____
04-01-2032	280,000	_____
04-01-2033	295,000	_____
04-01-2034	310,000	_____
04-01-2035	325,000	_____
04-01-2036	345,000	_____
04-01-2037	365,000	_____
04-01-2038	380,000	_____
04-01-2039	400,000	_____
04-01-2040	420,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.00%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 97.00% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering prices of the Notes (\$_____) and the purchase price to be paid to the Village by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 3.00% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 1.35% of the principal amount of the Notes. The amount representing other costs of issuance is \$_____, which does not exceed 1.65% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. The Notes maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the Village have been irrevocably pledged and there has been levied on all of the taxable property in the Village, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on
_____, 2025 pursuant to the authority delegated to us in the Resolution.

Nicholas W. Owen
Village Administrator

Ryan Czyzewski
President

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP

Mandatory Redemption Provision

The Notes due on April 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20__

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
DANE COUNTY
NO. R-____ VILLAGE OF MOUNT HOREB \$_____
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____, 2025 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the Village of Mount Horeb, Dane County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on [April 1, 2026] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Zions Bancorporation, National Association, Chicago, Illinois (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,285,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street improvement projects, as authorized by a resolution adopted on March 5, 2025, as supplemented by an Approving Certificate, dated _____, _____ (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Resolution, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Mount Horeb, Dane County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF MOUNT HOREB
DANE COUNTY, WISCONSIN

By: _____
Ryan Czyzewski
President

(SEAL)

By: _____
Alyssa Gaffney
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the Village of Mount Horeb, Dane County, Wisconsin.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
CHICAGO, ILLINOIS

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.c

Consideration of Preliminary Plat Application by Jeff Grundahl for Brookstone Hills

BACKGROUND

Jeff Grundahl has submitted a preliminary plat for the Brookstone Hills subdivision. The new development will add 16 single-family lots by extending Brookview Trail. The land is included in our current Urban Service Area Boundary and the proposal is consistent with the future land use designation of Planned Neighborhood in our Comprehensive Plan. Village Engineer Rob Wright's review comments are included in the packet. While the list seems long, all comments are minor and can be easily addressed. If the preliminary plat is approved, we will plan on consideration of the final plat and will also have a public hearing on the rezoning associated with the plat at the March Plan Commission meeting. The Plan Commission recommends approval.

RECOMMENDATION

ATTACHMENTS

1. Plan-Commission-Application.2
2. 24-1229_Preliminary Plat DRAFT (02-05-2025)
3. LTR 2025-0221 Preliminary Plat Review



VILLAGE OF MOUNT HOREB
Zoning Administrator 608-437-9409
138 East Main Street
Mount Horeb, WI 53572

PLAN COMMISSION APPLICATION

PROJECT NAME: _____

Project Address _____ Parcel Number: _____

[Access Dane Link](#)

Zoning Map

Current Zoning _____ Future Land Use Zoning: _____
[\(select zoning layer in map\)](#) [\(select future land use layer in map\)](#)

APPLICANT:	
ADDRESS:	
PHONE:	EMAIL:

OWNER:	
ADDRESS:	
PHONE:	EMAIL:

PROJECT DESCRIPTION: _____

OWNER/APPLICANT SIGNATURE: _____ DATE: _____

FEES & DEPOSITS: (CHECK ALL THAT APPLY)

Application	Fee	Public Hearing-	Developer Deposit: An escrow deposit is required in accordance with the Development Application Agreement. Total Fee Paid: _____ Date: _____ Fee Waived By: _____
☐ Certificate of Appropriateness (for Central Business Zoning)	No Fee		
☐ Certified Survey Map (CSM) <i>scroll to Section 18.61 in schedule</i>	Schedule		
☐ Certified Survey Map Extraterritorial <i>scroll to Section 18.61 in schedule</i>	Schedule		
☐ Comprehensive Plan Amendment	\$150.00	Class One	
☐ Conditional Use Permit (changes in USE of property)	\$150.00	Class Two	
☐ Conditional Use Permit (planned development district)	\$200.00	Class Two	
☐ Design Review	\$100.00		
☐ General Development Plan (GDP)	\$200.00		
☐ Specific Improvement Plan (SIP)	\$300.00		
☐ Zoning Amendment (changes in zoning)	\$150.00	Class Two	
☐ Zoning Amendment (planned development district)	\$200.00	Class Two	

Preliminary Plat

Final Plat

The Village of Mount Horeb Plan Commission meets the fourth Wednesday of the month, unless noted on calendar. A schedule of deadlines can be found on the Zoning page of the Village website: [Plan Commission Calendar](#). **Consultation with the Village Administrator is highly encouraged to discuss procedure and necessary forms prior to any submittal.**

Note: applications requiring a public hearing will be scheduled for a hearing according to the publication deadline, with action considered at the scheduled Plan Commission meeting following the public hearing. Applicants are encouraged to contact the Village Administrator for a pre-application meeting to review the project and submittal requirements prior to submitting an official application.

Class One = Published in newspaper for one week / Class Two = Published in newspaper for two weeks

Application submittals should include:

- 1) Fully executed **Plan Commission Application**
- 2) Fully executed **Development Application Agreement** (attached)
 - A development agreement is a voluntary contract between a local jurisdiction and a person who owns or controls property within the jurisdiction, detailing the obligations of both parties and specifying the standards and conditions that will govern development.
- 3) Full payment for all associated fees
- 4) Written narrative of the proposed project
- 5) One electronic copy of **full submittal**
 - emailed to (2 parties) Nic.Owen@mounthorebwi.info and mhbuildinginspector@mounthorebwi.info,
 - or provided to our offices on a USB device or submitted via downloaded file

All **submittals** must contain the following to be considered complete:

- 1) Written narrative must include:
 - a. Owner and/or developer names and addresses
 - b. Where applicable; architect and/or engineer names and addresses
 - c. Description of proposed uses
 - d. Calculation indicating total site size, building floor area, number of parking stalls, amount of impervious surface, and amount of non-impervious green space
- 2) A scaled site plan which must include:
 - a. Name of project and date of plan preparation
 - b. Scale of drawing and north arrow
 - c. Property boundaries
 - d. Where applicable; both the one hundred (100) year recurrence interval floodplain and the floodway delineations
 - e. Where applicable; wetlands as delineated in the WDNR Wetland Inventory and 75' setback line from such wetlands
 - f. Existing and proposed easements on the subject property
 - g. Adjoining public street rights-of-way, street pavements, and sidewalk locations; existing and proposed driveways and curb cuts; and parking and loading areas
 - h. Location of existing and proposed building footprints with building and yard setback lines indicated
 - i. Location and size of any existing or proposed signs and fencing
 - j. Location and type of all outdoor lighting proposed to illuminate the site; including a photometrics plan of the site ([See Village Code Chapter 17.14 \(4\)](#))

- 3) Building Plans which must include:
 - a. Elevation drawing of each new or remodeled building façade, indicating height, materials and building dimensions
 - b. Colored renderings of all façades of the principal building showing the proposed colors
 - c. Building materials samples (upon request)
- 4) Grading and Stormwater Management Plan, including:
 - a. Existing and proposed topography shown at a contour interval of not less than two (2) feet at National Geodetic Vertical Datum
 - b. Location and dimension of Stormwater retention or detention basins and/or stormwater conveyances
- 5) Landscape Plan that meets all landscaping standards ([See Village Code Chapter 17.14\(25-27\)](#))
- 6) Parking Calculations
- 7) Escrow fees as outlined in the Development Application Agreement
- 8) Erosion Control and Stormwater Management Application and fees. *No person may begin a land disturbing construction activity or land developing activity subject to this division until the person has paid the Erosion Control Review and Inspection fee.
- 9) Erosion Control Plan
- 10) Signage Plan ([Village Code Chapter 17.171](#))
- 11) Design Review guideline ([See Village Code Chapter 17.14](#))
- 12) Refer to [Mount Horeb Village Code Chapter 17-Zoning Code](#) for all supporting details of required documentation.

DEVELOPMENT APPLICATION AGREEMENT

This Development Application Agreement (the “Agreement”) is made and entered into this ____ day of _____, _____, by and between the Village of Mount Horeb, a Wisconsin municipal corporation (the “Village”), and _____ (the “Applicant”).

RECITALS

- A. The Applicant plans to file, or has filed, an application for approval by the Village of one or more of the following activities within the Village’s jurisdiction: site plan / conditional use permit / rezone / variance / other development (hereinafter referred to as the “Development”).
- B. The Village desires to review and take action on the Development in a timely manner in accordance with all applicable federal, state and local laws and regulations, and without unreasonable expense to Village taxpayers.
- C. The Applicant agrees and acknowledges that decisions and approvals regarding the Development are legislative determinations to be made in the Village’s discretion and that the Applicant’s compliance with this Agreement does not, in any way, entitle the Applicant to approval of the Development.
- D. The process of reviewing the plans and documents associated with the Development will cause the Village to incur direct and indirect expenses including, but not limited to, staff time and fees and expenses incurred by the Village for outside consultant services related to review of the Development (*e.g.*, engineers, attorneys, accountants, planners, and other professionals).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Village and the Applicant agree as follows:

- 1. *Recitals.* The representations and recitations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.
- 2. *Applicant to Reimburse Village Review Costs.* The Applicant shall reimburse the Village for all direct and indirect costs and expenses related to the Village’s review of the Development. The direct and indirect costs and expenses include, but are not limited to, staff time and fees and expenses incurred by the Village for outside consultant services (*e.g.*, engineers, attorneys, accountants, planners, and other professionals). For purposes of this Agreement, the direct and indirect costs and expenses shall be referred to as “Review Costs.” Village staff time shall be charged at current rates.

3. *Deposit Required to Fund Reimbursement Account.*

- a. To ensure that funds are readily available to the Village for reimbursement of the Review Costs as provided in paragraph 2 above, the Applicant shall deposit with the Village an amount determined by the Village Zoning Administrator to be used to pay the Review Costs (the “Deposit”). The Village Zoning Administrator shall use the following table as a guide to determine the amount of the Deposit:

- (1) Small additions (<2,500 sf) shall require a \$1,500 Deposit.
- (2) Small-sized projects (<5,000 sf) shall require a \$3,500 Deposit.
- (3) Medium-sized projects (<10,000 sf) shall require a \$5,500 Deposit.
- (4) Large-sized projects (>10,000 sf) shall require a \$10,000 Deposit.
- (5) In addition to the amounts identified in (1) through (4), any Development that requires a development agreement or tax incremental financing assistance from the Village shall require an additional \$5,000 to \$10,000 Deposit.

All Deposit amounts shall be determined by the Village Zoning Administrator in his/her sole discretion and are not subject to challenge by the Applicant. Generally small additions will be less than 2,500 square feet, small projects less than 5,000 square feet, medium projects less than 10,000 square feet and large projects are over 10,000 square feet.

- b. The Applicant is responsible for payment of all Review Costs regardless of whether the amount exceeds the amount initially deposited with the Village. The Village reserves the right to require the Applicant to deposit additional amounts if the Village Zoning Administrator determines that additional amounts are necessary because of the size of the Development or because the Reimbursement Account (defined below) has been depleted.
- c. The Deposit may be provided in the form of cash, a certified check, cashier’s check, personal check, or some other form as approved by the Village.
- d. The required Deposit must be made by the Applicant upon execution of this Agreement.
- e. The Applicant agrees and acknowledges that the Village will not process the application(s) associated with the Development and that the Village may suspend or otherwise stop activities associated with the Development if the Applicant fails to comply with this Agreement.
- f. The Village shall place and maintain the Deposit in a segregated, non-interest-bearing account to be used solely for the purpose of reimbursing the Review Costs in accordance with paragraph 4 below (the “Reimbursement Account”).

4. *Village Withdrawals from the Reimbursement Account.*
- a. After complying with the notification requirements of paragraph 4.b. below, the Village is entitled to make withdrawals from the Reimbursement Account to pay Review Costs in accordance with paragraph 2 above.
 - b. Not less than 5 days prior to making any withdrawal from the Reimbursement Account, the Village shall provide the Applicant with an itemized invoice for Review Costs incurred, together with a written notice of the Village's intent to withdraw such funds from the Reimbursement Account.
 - c. Withdrawals from the Reimbursement Account may be made as often as necessary to reimburse the Review Costs. In the event that the balance of Applicant's Reimbursement Account reaches \$1,000 or less, the Village shall have the discretion to continue withdrawing funds from the Reimbursement Account; to invoice the Applicant directly for payment; or to require the Applicant to pay additional monies to the Village, which monies shall be deposited in the Reimbursement Account. Payments for directly invoiced bills shall be due 30 days from the date the invoice is mailed to the Applicant.
 - d. Any amounts remaining in the Reimbursement Account after the Village has taken final action on the Development and all Review Costs have been paid shall be promptly refunded to the Applicant.
5. *Authority/Binding Effect.* The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the Village and the Applicant, and that all necessary and enabling resolutions have been enacted. This Agreement shall bind the heirs, successors and assigns of the Applicant and the Village.
6. *Notification of Parties.*

Any notices to be provided under this Agreement may be made by delivery in person, by First Class mail, or by electronic mail (request a read receipt required) as provided below:

To Village: Village of Mount Horeb
 Village Administrator
 138 East Main Street
 Mount Horeb, WI 53572
 Email: Nic.Owen@mounthorebwi.info

To Applicant: _____

Email: _____

7. *Severability.* If any provision of this Agreement is deemed invalid, then the invalidity of said provision shall not affect the validity of any other provision hereof.
8. *Amendment, Withdrawal, or Release.* This Agreement may be withdrawn, amended or released only by a written document duly executed by both parties.
9. *Effective Date.* This Agreement shall be effective commencing on the date indicated in the first paragraph above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized individuals and officers below.

VILLAGE OF MOUNT HOREB

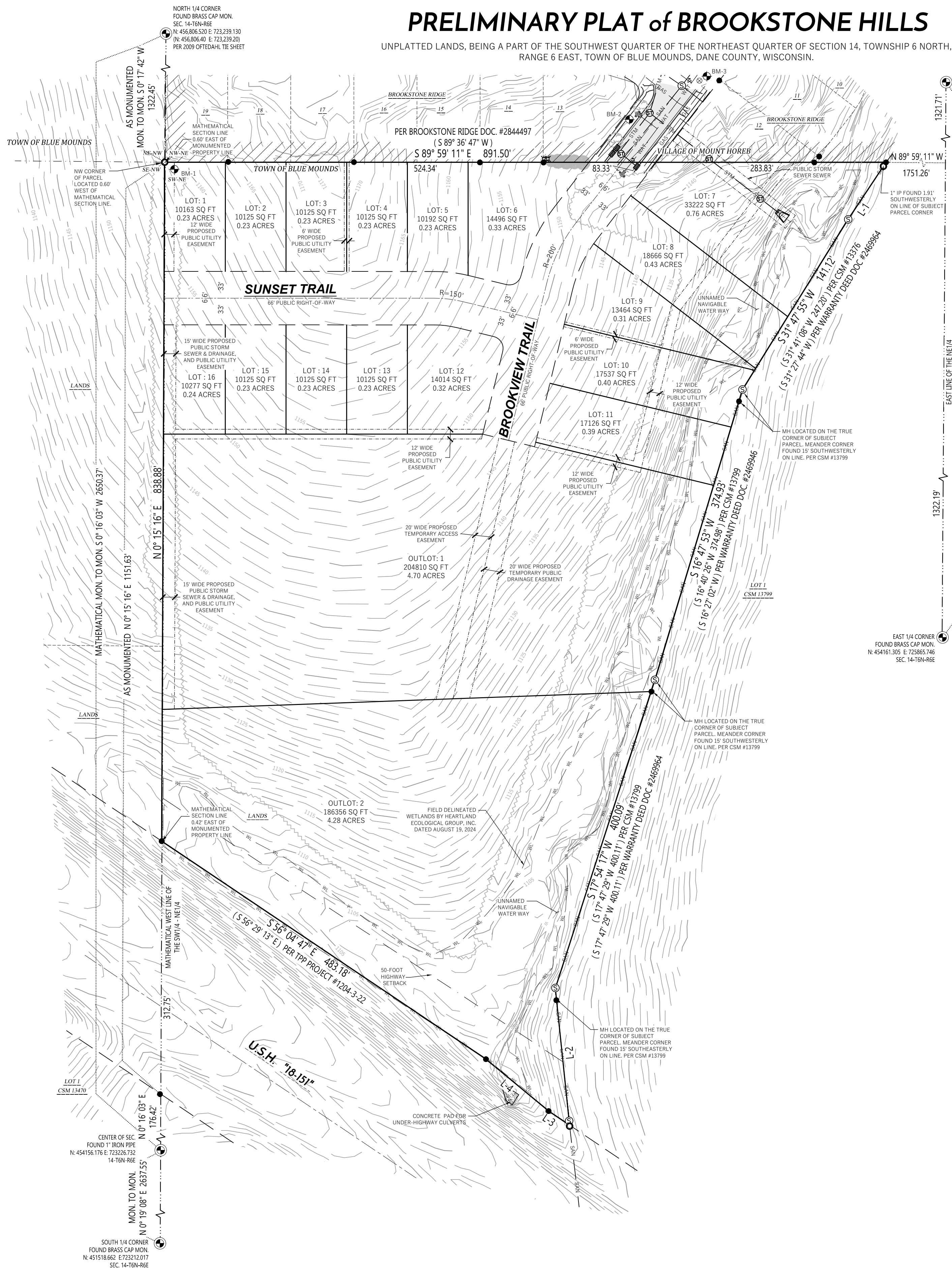
By: _____
Nicholas W Owen
Administrator

APPLICANT

By: _____
Print name: _____
Title: _____

PRELIMINARY PLAT of BROOKSTONE HILLS

UNPLATTED LANDS, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN.



LEGEND

FOUND PLSS SECTION MONUMENT TYPE NOTED	PLAT BOUNDARY LINE
FOUND 3/4" REBAR	PLATTED LINE
FOUND 1-1/4" REBAR	RIGHT-OF-WAY LINE (PROPOSED)
FOUND 1" IRON PIPE UNLESS NOTED	CENTERLINE
CHISELED "X"	EASEMENT (PROPOSED)
EXISTING SANITARY OR SEPTIC MANHOLE	SECTION/QUARTER LINE
EXISTING STORM MANHOLE	QUARTER/QUARTER LINE
EXISTING STORM INLET	VILLAGE/TOWNSHIP LINE
APRON END SECTION	SOIL TYPE BOUNDARY
EXISTING WATER VALVE	EDGE OF WOODS / TREE LINE
EXISTING FIRE HYDRANT	DELINEATED WETLANDS
EXISTING GAS VALVE	EDGE OF WATER
EXISTING UTILITY VAULT	STM SAN EXISTING SANITARY SEWER
EXISTING TRANSFORMER	WAT WAT EXISTING WATER MAIN
EXISTING LIGHT POLE	OHE OHE EXISTING OVERHEAD ELECTRIC
EXISTING UTILITY PEDESTAL	E EXISTING ELECTRIC
EXISTING UTILITY POLE	COMM COMM EXISTING COMMUNICATION
VERTICAL BENCHMARK	GAS GAS EXISTING GAS LINE
(XXX) RECORDED AS	EDGE OF PAVEMENT
	RIGHT-OF-WAY (EXISTING)
	ASPHALT PAVEMENT/PATHS
	CONCRETE PAVEMENT/WALKS
	CONTOUR MAJOR
	CONTOUR MINOR

NOTES

- FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEKS OF JUNE 11TH, JUNE 14TH, JUNE 20TH, JULY 1ST, JULY 16TH, & JULY 29TH, 2024.
- NORTH REFERENCE FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, DANE ZONE, (WISCRS DANE) NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, NAD 83 (2011), GRID NORTH. THE NORTH LINE OF THE FRACTIONAL, SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 14 BEARS S 89° 59' 11" E.
- THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
- WYSER ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAN AN ACCURATE TITLE SEARCH MAY DISCLOSE.
- ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 - GEIOD 2012b ADJUSTMENT, (NAVDS8)(12b).
- SUBSURFACE UTILITIES AND FIXTURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFACE FEATURES AND ACCESSORIES, DIGGERS HOTLINE FIELD MARKINGS AND EXISTING MAPS AND RECORDS.
- CONTOUR INTERVAL IS 1 FOOT AND HAVE BEEN DETERMINED BY FIELD DATA.
- SUBJECT PARCEL LIES IN "ZONE X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NO. 55025C0510G DATED JANUARY 02, 2009.
- CURRENT PARCEL ZONING IS A-3 AGRICULTURAL FOR THE ENTIRE PARCEL, PROPOSED ZONING FOR LOTS 1-18 IS R-1 SINGLE FAMILY RESIDENTIAL, LOT 19 IS R-3 MULTI-FAMILY RESIDENTIAL. THE EXISTING ZONING FOR OUTLOT 1 A-3 IS TO REMAIN.
- WETLAND LINE AND 75' NO STRUCTURE SETBACK SHOWN BASED ON HYDRIC SOILS AND NOT ACTUAL DELINEATION. DELINEATION IS REQUIRED.

LEGAL DESCRIPTION

UNPLATTED LANDS, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF AFORESAID SECTION 14; THENCE, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, NORTH 00 DEGREES 24 MINUTES 17 SECONDS EAST, 1322.19 FEET; THENCE, NORTH 89 DEGREES 59 MINUTES 11 SECONDS WEST, 1751.26 FEET TO THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 13799, RECORDED IN VOLUME 91 OF CERTIFIED SURVEY MAPS OF DANE COUNTY ON PAGES 175-177 AS DOCUMENT NO. 5096631 (CSM 13799), AND ALSO THE POINT OF BEGINNING; THENCE, ALONG THE WESTERLY LINE OF AFORESAID CSM 13799, SOUTH 33 DEGREES 40 MINUTES 20 SECONDS WEST, 85.00 FEET, THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 31 DEGREES 47 MINUTES 55 SECONDS WEST, 247.12 FEET; THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 16 DEGREES 47 MINUTES 53 SECONDS WEST 374.93 FEET; THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 17 DEGREES 54 SECONDS 17 SECONDS WEST, 400.99 FEET; THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 05 DEGREES 55 MINUTES 31 SECONDS EAST, 170.20 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF UNITED STATES HIGHWAY 18 151 (U.S.H. 18-151); THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 56 DEGREES 04 MINUTES 47 SECONDS WEST, 30.97 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 50 DEGREES 22 MINUTES 17 SECONDS WEST 100.54 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 56 DEGREES 04 MINUTES 47 SECONDS WEST 483.18 FEET, TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 14; THENCE, ALONG SAID WESTERLY LINE, NORTH 00 DEGREES 15 MINUTES 16 SECONDS EAST, 838.88 TO THE SOUTHWEST CORNER OF BROOKSTONE RIDGE, RECORDED IN VOLUME 57-70A OF PLATS OF DANE COUNTY ON PAGES 277-278 AS DOCUMENT NO. 2844497; THENCE, ALONG THE SOUTH LINE OF SAID BROOKSTONE RIDGE, SOUTH 89 DEGREES 59 MINUTES 11 SECONDS EAST, 891.50 FEET, BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS (+/-) 664,625 SQUARE FEET, OR (+/-) 15.26 ACRES.

SURVEYOR CERTIFICATE

I, ZACHARY M. REYNOLDS, WISCONSIN PROFESSIONAL LAND SURVEYOR S-3223, DO HEREBY CERTIFY THAT THIS SURVEY AND MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE INFORMATION PROVIDED, BY THE ORDER OF THOSE LISTED HEREON, AND THAT THIS SURVEY COMPLIES WITH AE 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE PROVISIONS AS STATED IN THE VILLAGE OF MT. HOREB - CODE OF ORDINANCES .

ZACHARY M. REYNOLDS, S-3223
WISCONSIN PROFESSIONAL LAND SURVEYOR

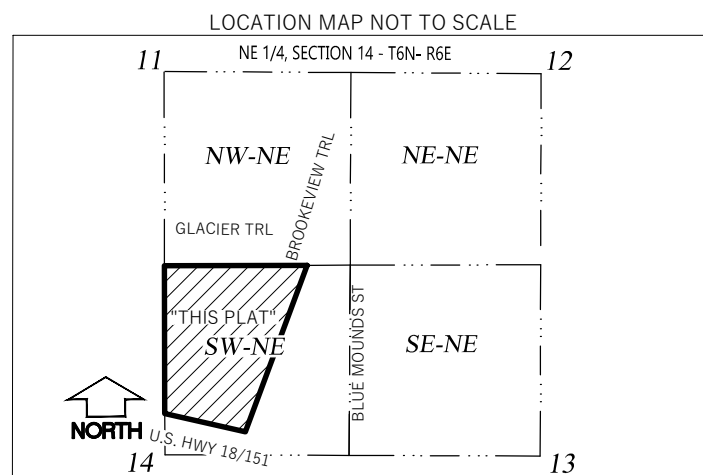
DATE

LINE TABLE		
LINE #	LENGTH	DIRECTION
L-1	85.00'	S 33° 40' 20" W
()	(84.90')	(S 33° 35' 00" W)
(*)	(84.90')	(S 33° 27' 24" W)
L-2	170.20'	S 5° 55' 11" E
()	(170.20')	(S 5° 55' 11" E)
(*)	(171.12)	(S 06° 15' 37" E)
L-3	30.97'	N 56° 04' 47" W
(**)	-	(N 56° 29' 13" W)
L-4	100.54'	N 50° 22' 17" W
(**)	(100.50')	(N 50° 46' 35" W)

() PER CSM #13799
(*) PER WARRANTY DEED DOC #2469964
(**) TPP PROJECT #1204-3-22

BENCHMARK TABLE

BM - #	ELEVATION	DESCRIPTION
BM - 1	1158.52	1.5" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SOUTH WEST QUARTER OF THE NORTHEAST QUARTER
BM - 2	1150.71	TOP NUT OF HYDRANT LOCATED ON THE NORTHWEST SIDE OF BROOKVIEW TRAIL, NORTH OF THE PARCEL.
BM - 3	1149.01	CHISELED "X" IN THE SIDE WALK LOCATED ON THE SOUTHEAST SIDE OF BROOKVIEW TRAIL, NORTH OF THE PARCEL



SURVEYOR/ENGINEER/PLANNER:

WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53122
www.wyserengineering.com

SUBDIVIDER:

JEFF GRUNDAHL
JG DEVELOPMENT
495 S. JUNCTION RD.
MADISON, WI 53719

OWNER:

JEFF GRUNDAHL
JG DEVELOPMENT
495 S. JUNCTION RD.
MADISON, WI 53719

SMITHGROUP

February 21, 2025

Nic Owen – Village Administrator
Village Hall
138 E. Main Street
Mount Horeb, WI 53572

Re Fink Plat – Brookstone Hills – Preliminary Plat Review

Dear Nic,

We have reviewed the Preliminary Plat submission provided to us on 2/10/25 with conformance with the requirements of the subdivision code and offer the following comments.

1. Zoning:
 - a. The existing zoning on this property is A-3.
 - b. Note 9 of the Preliminary Plat incorrectly lists the proposed lots and future zoning. We understand the following zoning is proposed, but not included in this current application submittal:
 - i. R-1 for Lots 1 – 16
 - ii. Outlot 1 will be zoned in the future to R-3
 - iii. Outlot 2 will be dedicated to the public and remain as A-3
 1. Village should discuss how that they want this to be zoned – potential for Conservancy Zoning to be more appropriate.
 - c. Zoning of the adjacent parcels has not been depicted.
2. The Boundary of the Plat is depicted.
 - a. As a note, several of the R-1 residential lots (7-11) include the land east across the drainageway. This was discussed during the preliminary plat conference on January 13, 2025 and the developer has chosen to have the lots encompass this greenway.
 - b. The future Owners of those lots shall be made aware that the maintenance of this area is the responsibility of the Owner by note on the face of the Plat as well as notation describing the limited use of this area.
 - c. The area should be placed in an environmental corridor if it is not already.
3. The Preliminary Plat should be submitted to the following for necessary easements:
 - a. Village Electric Utility
 - b. Madison Gas & Electric Co (MG&E). MG&E has been requesting easements behind the street rights-of-way for the installation of gas main.
 - c. Mount Horeb Telephone
 - d. Proposed utility easements are to be shown on the preliminary plat.
4. Confirm existing easement on Lot 7 does not require extension or modification.
5. The easement for the sanitary sewer along the eastern boundary of the plat has not been depicted.
6. Show e
7. This plat is subject to the area connection fee for the West Side Sewer Interceptor in the amount of **\$317.00** per acre payable prior to recording a final plat.
8. This plat is subject to park fees at the current amount required per dwelling unit. Park fees will be calculated based on the fee schedule in effect at the time a final plat is submitted.

SMITHGROUP

9. This plat is subject to a fee for street trees. The street tree fee will be calculated based of the fee schedule in effect at the time a final plat is submitted.
10. This plat must conform to the requirements of DNR Administrative Rule NR-151 and Village Ordinance. A meeting was held with WiDNR, CARPC, Wyser, and the Village Engineer on 2/10/2025 to develop concurrence between the review agencies on acceptable management practices.
11. Drainage arrows shall depict general flow direction of water on all lots.
12. Prior to recording a final plat, the developer shall execute a developer agreement for the required improvements and pay all required fees.
13. Prior to land disturbing activities, the developer shall have an approved construction site erosion control plan and post construction stormwater management plan.
14. The developer should be responsible for the cost of relocating any existing utilities necessary for the improvement of this plat.
15. Village Ordinance 18.30
 - a. Village Limits to be clearly identified. Town of Blue Mounds is located westerly of the Plat boundary. There is a line type depicted in the legend for this but it is not shown.
 - b. Urban Service Area
 - i. The proposed plat is within the urban service area of the Village and is consistent with the Village Plan
 - c. Add labels of the Owners of the abutting unplatted lands.
 - d. Add Type, width and elevation of any existing street pavements within the exterior boundaries of the plat or immediately adjacent thereto, together with any legally established center line elevations, based upon or established by the best available data.
 - e. Add location, size and invert elevation the existing sanitary or storm sewers, culverts and drainpipes; the location of manholes, catch basins, hydrants, power and telephone poles; and the location and size of any existing water and gas mains within the exterior boundaries of the plat or immediately adjacent thereto.
 - f. Add labels of the approximate dimensions of all lots and outlots.
 - g. When requested by the Village, a draft of a protective covenant whereby the subdivider proposes to regulate land use in the subdivision and otherwise protect the proposed development.
16. Any existing Environmental Corridors or steep slopes should be depicted on the preliminary plat.
17. Required buffer strips shall be depicted.
18. Development Plans depicting the following:
 - a. Sanitary Sewer
 - b. Water Main
 - c. Drainage and Storm Sewer
 - d. Street Grades
 - e. Existing Easements (East Side?)

If you have any questions, please feel free to call or email to discuss.



Robert S. Wright, P.E.
Senior Principal
Village Engineer



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.d

Public Comments on Ordinance 2025-03 Permitting ATV/UTVs on Village Streets

BACKGROUND

The Public Safety Committee has reviewed the proposed ordinance allowing ATV/UTVs to be driven on Village streets with one member opposing. The opposing member did want the Board to consider the issue, but was not comfortable with the recommendation for approval.

The attached Ordinance includes several modifications requested by the Public Safety Committee. The most notable is allowing ATV/UTV traffic on all Village streets, including STHs 78 and 92. The added language permitting this is in section 7.21(1)(E) 3. The Wisconsin Department of Transportation requires specific language to allow the use of ATV/UTVs on their highways, which are located in municipalities, and they have approved the language doing so in this ordinance. One consistent concern we have received from those opposed to ATV/UTV use in the Village is increased traffic on residential streets. Adding the main thoroughfares to the allowable streets should help to minimize through traffic in neighborhoods.

We have received a great deal of public input at meetings, via emails and phone calls on this subject and so far it has been very evenly split for and against. I will continue to track emails up to the day of the meeting. The central argument from those in favor of the ordinance says it will help the economy and provide new customers for our local businesses. They also say the safety, noise and pollution concerns of the opponents of the ordinance are overstated. The main arguments against the ordinance are that it will change the quiet/quiet nature of the village with the added noise of off-road vehicles, added traffic/parking concerns, pollution, and that the off-road vehicles are not designed and not safe for road use.

Like all contentious issues, the truth probably lies somewhere in the middle. If the ordinance is approved, there will likely be increased traffic from the newly approved machines. I think it's unlikely that it will increase traffic enough to create major traffic and parking issues. On some weekends there may be larger groups of users coming through town, making it more visible, but I doubt there will be a noticeable increase on a daily basis. I also believe the majority of the riders will be grateful for the ability to



AGENDA ITEM REPORT

ride in the Village and will be respectful of others, follow traffic rules and drive safely. However, just like with standard motor vehicles, there will be those that drive too fast, accelerate loudly and create dangerous situations. ATV/UTV accidents do happen and can cause injuries ranging from minor bumps and scratches all the way up to causing property damage, broken bones and even fatalities.

The Mount Horeb Area Chamber of Commerce sent out a survey to their members to get their feedback on this topic. Of the 8 responses, 4 were from business owners and 4 were not business owners, and the responses were split for and against.

I have also included in the packet a screenshot of the Dane County ATV/UTV map. The map shows County Roads that have been approved, routes that have not been approved and would need a permit application and roads where ATV/UTVs are prohibited. In addition to the map, the Town of Springdale has voted not to allow ATV/UTV use on town roads, so there will be no access to/from the Village on the east. The Town of Blue Mounds has approved ATV/UTV and Dane County has approved portions of CTH ID and JG, and there will likely be an application to continue the connections to the Village if the village approves this ordinance. While routes to the east are limited, county/town/municipal roads to the west are mostly open to ATV/UTVs. I have included maps showing these routes as well.

As we have previously heard from Chief of Police Doug Vierck, his main concerns with the ordinance are safety and the officers having a separate set of standards to enforce for ATV/UTVs and regular motor vehicles.

RECOMMENDATION

ATTACHMENTS

1. Ord 2025-03 ATV_UTV
2. SNR ATV comments to Village Board
3. Dane County ATV Map
4. Iowa County ATV routes
5. Grant County ATV routes
6. Cathy Scott Emails
7. ATV Comments for Board

ORDINANCE NO 2025-03
VILLAGE OF MOUNT
HOREB

All-Terrain Vehicle and Utility Terrain Vehicle Routes and Regulations

Chapter 7.21. All-terrain vehicles and utility vehicles

7.21 (1) Use and operation.

- A. Adoption of statutory provisions. The provisions of Section 23.33 of the Wisconsin Statutes, and subsequent amendments thereto, are hereby incorporated herein by reference as part of this section, except for those provisions therein which conflict with this section.
- B. This section shall in no way be deemed to supplant or otherwise invalidate any provision of the state statutes relating to the subject matter hereof. Any person entrusted with the enforcement of this section may, in the exercise of his or her discretion, proceed under applicable state statutes.
- C. Severability. Should any provision of this section, or its application to any person or circumstance, be held invalid, the remainder of the ordinance and the application of such provisions to other person's circumstances shall not be affected thereby.
- D. Definitions. For the purposes of this section, the definitions set forth in Section 23.33(1) of the Wisconsin Statutes, are hereby adopted and incorporated herein as reference.
- E. ATV and UTV routes:
 - (1) Except as otherwise specifically provided in Section 23.33 of the Wisconsin Statutes, no person shall operate any all-terrain vehicle (ATV) or utility terrain vehicle (UTV) on any Village street, alley, park or parking lot, on any public lands or parking lots held open to the public, or on any land within the Village of Mount Horeb except as hereinafter designated.
 - (2) Pursuant to Wis. Stats s. 23.33(8)(b)2, All Village streets in the Village of Mount Horeb are designated ATV/UTV routes except where posted.
 - (3) Pursuant to Wis. Stats s. 23.33(11)(am)4: The Village of Mount Horeb authorizes the operation of ATV/UTV's on STH 78 from the west Village

Limits to the intersection with Manor Dr. The Village of Mount Horeb authorizes the operation of ATV/UTV's on STH 92 from its intersection with STH 78 to Gonstead Dr.

- (4) ATVs/UTVs are allowed to park in or along any roadways or alleyways within the Village, unless otherwise posted.
 - (5) ATV/UTV routes shall be open from 7:00 a.m. to 10:00 p.m. daily.
 - (6) ATVs/UTVs must stay on designated routes and shall not trespass on private property.
- F. Route signs. ATV/UTV routes shall be designated by route signs. The route signs shall only be installed if purchased by Badger ATV Club and at no cost to the Village, and shall be installed by the Mount Horeb Public Services Department or Dane County Highway Department, in accordance with § 23.33(8)(e), Wis. Stats. and § NR 64.12(7), Wis. Admin. Code.
- G. Restrictions on operation. In addition to the provisions of Section 23.33 of the Wisconsin Statutes and Wisconsin Stats. Chapters 340 to 348, and as a condition for the use of ATV and UTV routes designated and authorized herein, the following restrictions shall apply to operators and passengers, on the use of the Village ATV/UTV routes permitted under this section as applicable:
- (1) No ATV/UTV shall be operated at a speed greater than 35 mph or the posted speed limit, whichever is lower. ATV/UTV operators shall follow all other applicable traffic regulations.
 - (2) ATV/UTV operators shall ride in single file.
 - (3) ATV/UTVs shall conform to all noise and equipment requirements as set forth in Wisconsin State Statute and municipal ordinances.
 - (4) ATV/UTV headlamps and tail lamps must be turned on at all times and ATVs/UTVs must have operational brake lights.
 - (5) UTV operators and passengers must wear seat belts at all times.
 - (6) Operators and passengers under the age of 18 shall wear a motorcycle or ATV helmet that meets minimum DOT standards with the chin strap properly fastened as required by Wis. Stat. §23.33.
 - (7) ATV/UTV operators shall be at least 16 years of age, possess a valid operator's license as defined in Section 340.01(41g) of the Wisconsin Statutes, and a safety certificate if required by state law.

- (8) All ATV and UTV equipment are required to display valid registration and have proof of current liability insurance with them.
 - (9) No person may possess on his or her person, in a privately owned ATV or UTV upon a public highway, any bottle or receptacle containing alcohol beverages or nitrous oxide if the bottle or receptacle has been opened, the seal has been broken or the contents of the bottle or receptacle have been partially removed or released as stated or defined in Section 346.935 of the Wisconsin Statutes.
- H. Closures, suspension, or termination of route(s). The Police Chief shall have the authority to:
 - (1) Temporarily close any and all ATV/UTV routes due to an emergency, complaint, or other condition necessitating closure as determined by the Village President.
 - (2) Request the Village Public Safety Committee to review any ATV/UTV route enacted as designated herein for the purpose of suspending or terminating the route.
- I. Enforcement and penalties shall be a forfeiture as set forth in the Village of Mount Horeb Code §7.16 and 7.17.

DRAFT

From: Village of Mount Horeb Sustainability and Natural Resources Committee

To: Village of Mount Horeb Board

RE: Concerns regarding ATV/UTV use of public residential streets in the Village of Mount Horeb

Date: 12 February 2025

An ordinance to allow ATV/UTVs to operate on most Village of Mount Horeb streets was presented to the Public Safety Committee (PS) on January 20 2025. PS recommended the ordinance to the full Village Board for their consideration and approval or denial.

The Village of Mount Horeb Sustainability and Natural Resources Committee (SNR) is tasked to help promote a sustainable community. Is allowing ATV/UTV use on Village residential streets compatible with sustainable practices?

The SNR recommends that the Village Board vote no on the ATV/UTV Ordinance.

The SNR submits the following concerns about ATV/UTV use on Village public residential streets to the Village Board:

Environmental Concerns

1. Air Pollution: Gasoline-powered ATVs contribute to emissions that degrade air quality in residential neighborhoods.

2. Soil and Water Runoff: Improper ATV use can damage lawns, ditches, and unpaved areas, leading to erosion and pollution of waterways. ATVs should not be allowed near sensitive environments such as parks, streams, and wetlands.

3. Noise Pollution: ATVs are noisy, which will disturb quiet residential neighborhoods. Decibel limits on ATVs and requiring noise-dampening equipment such as mufflers would be difficult to enforce. Implementing time restrictions (e.g., no ATV use after 8 p.m. or before 8 a.m.) to maintain neighborhood quiet would be difficult to enforce and costly for the Village.

Health Concerns

1. Air Quality and Respiratory Issues: Emissions from gasoline-powered ATVs worsen air quality, impacting residents with respiratory conditions (asthma, chronic obstructive pulmonary disease, others). Promoting regular maintenance of ATVs to ensure engines run efficiently and emissions are low would be difficult to regulate and enforce. Air quality monitoring to assess potential impacts would be costly for the Village.

2. Noise and Stress Levels: Excessive ATV noise can increase stress levels and disrupt daily life, particularly for children, the elderly, and animals. Mount Horeb is known for its quaint, quiet neighborhoods. ATV use would push noise into these neighborhoods. Limiting ATV speeds in residential areas (e.g., 10-15 mph), as lower speeds reduce noise levels, would be difficult to enforce and costly for the Village. Restricting ATVs to specific routes that avoid the most densely populated streets, and those without sidewalks, would be difficult to enforce and costly for the Village.

3. Safety and Pedestrian Risks: ATVs pose risks to pedestrians, cyclists, and children in residential neighborhoods due to limited visibility and ATV maneuverability. Many streets in Mount Horeb lack sidewalks, hence pedestrians and cyclists are on the streets. Enforcing strict speed limits in residential areas to reduce accidents and improve pedestrian safety would be difficult to enforce and costly for the Village.

Background and Supplemental Information:

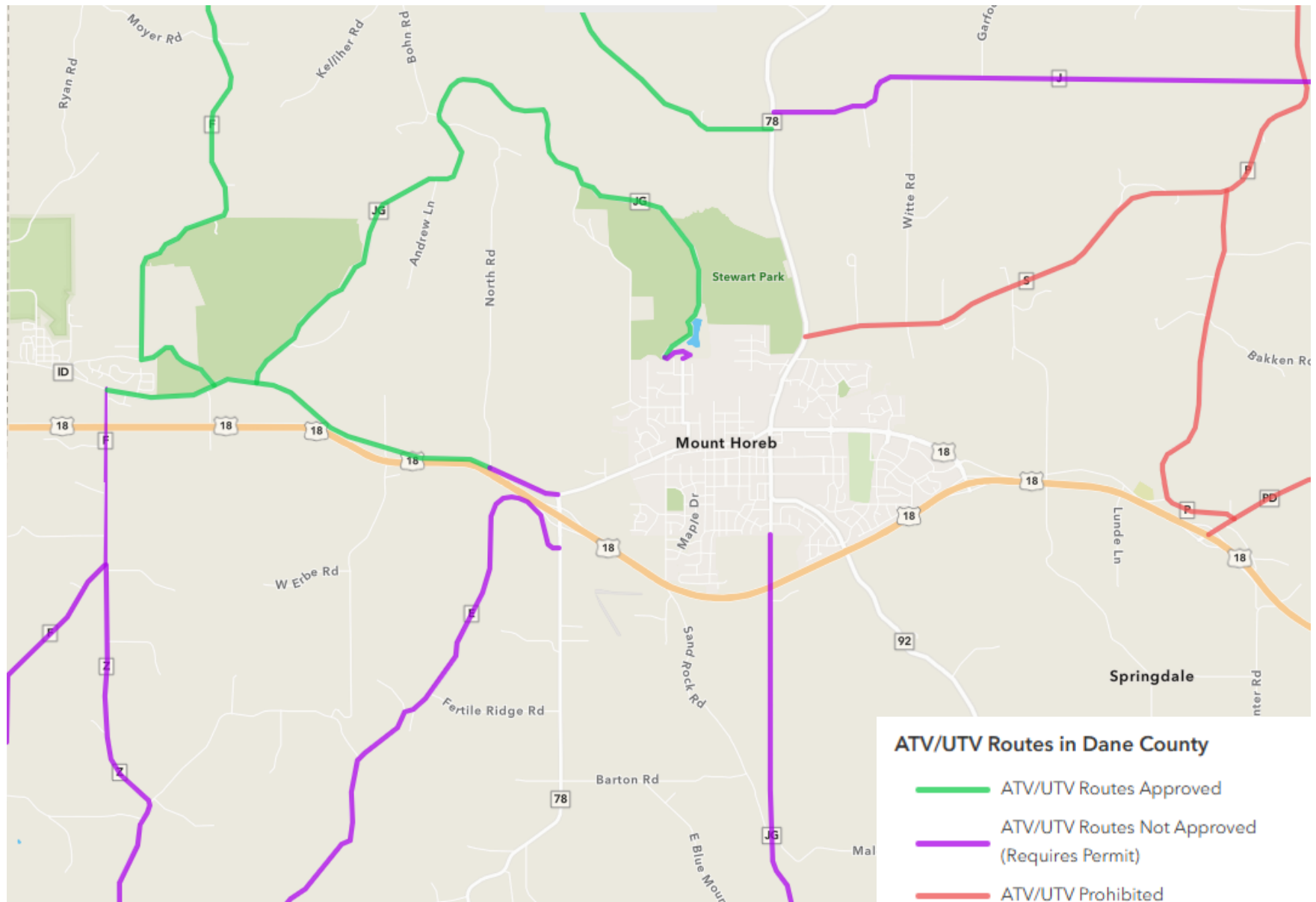
Mount Horeb Village Police Chief Doug Vierck's opinion is that there are serious enforcement concerns with allowing ATV traffic in the Village. Chief Vierck presentation here: <https://trollway.tv/CablecastPublicSite/show/2470?site=1> .

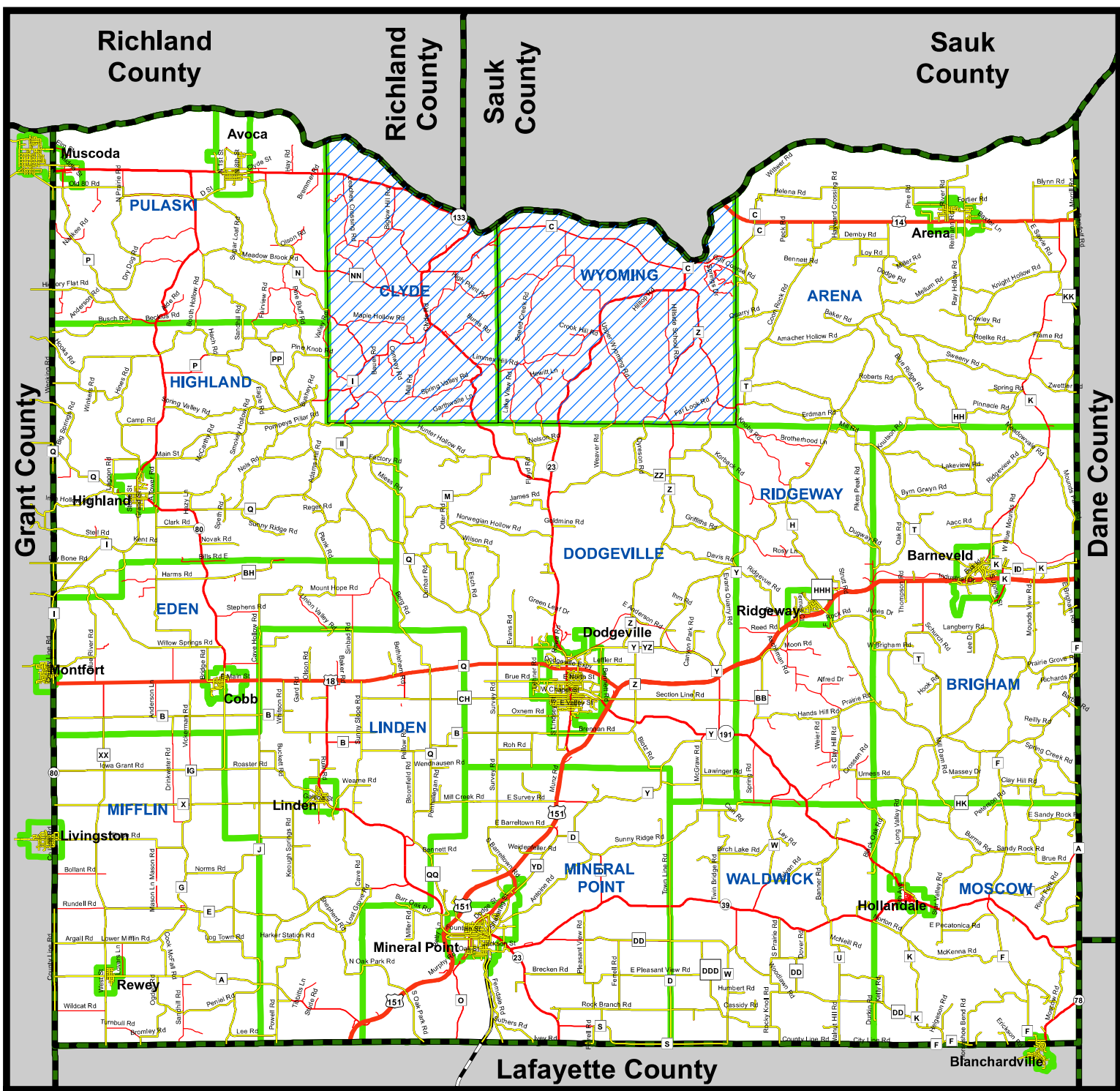
Primary concern with ATVs on Village of Mount Horeb streets is safety. The following statement is from the Specialty Vehicle Institute of America, the national not-for-profit trade association representing manufacturers and distributors of ATVs in the US. The Institute's major goal is to promote the responsible use of ATVs.

“ATV fatalities occurring on public roads comprise a significant portion of total ATV-related fatalities, as reported by the Consumer Product Safety Commission. If ATVs could be kept off public roads, as urged by the Institute and as contained in our model ATV legislation, a large percentage of ATV-related injuries and deaths would be prevented. ATVs are not designed, manufactured, or in any way intended for use on public streets, roads or highways. We urge that on-highway use of ATVs be prohibited and that law enforcement efforts be strengthened to eliminate this dangerous practice.”

ATVs are required to display safety warnings stating that they are not designed to be operated on roads. The Consumer Product Safety Improvement Act of 2008 requires an ATV warning label that clearly states “**NEVER USE ON PUBLIC ROADS.**”

Links to further information: 1. https://mmv.boku.ac.at/refbase/files/mmv6_292_293.pdf
2. <https://pmc.ncbi.nlm.nih.gov/articles/PMC11189234/>





Legend

- ATV/UTV Routes Based on Municipal/County Ordinance
- ATV/UTV Trail (Cheese Country Trail)
- US Highways (ATV/UTV Prohibited)
- State Roads (ATV/UTV Prohibited)
- County Roads (ATV/UTV Prohibited)
- Local Roads (ATV/UTV Prohibited)
- Municipal Boundaries
- Iowa County Boundary
- Other County Boundaries
- Municipalities without approved ATV/UTV Routes

(Note: No state highways are routes outside of the village/city limits unless specifically noted on these maps)

Iowa County, WI

ATV/UTV Routes Map



0 2 4 8 Miles



Date Prepared: 2/20/2024

Sources: Iowa County Highway Commission (2024),
US Census Tigerline Shapefiles (2021)
Iowa County GIS Data (2021)

This map is not a survey of the actual boundary of any property this map depicts. This map is not a legally recorded map and is not intended to be one. SWWRPC is not responsible for any inaccuracies herein contained.



Map Key

-  Route
-  Fuel
-  Food and Drink
-  Rooms
-  Camping
-  Car Wash
-  Mechanic

- | | | | | | | | | | | | | | | |
|----|--------------|---|-----|---------------|---|----|---------------|---|-----|-------------|---|----|------------------|---|
| 1 | Hazel Green |   | 10 | Potosi |     | 20 | Ellenboro |   | 31 | Bagley |   | 40 | Bagley |  |
| 2 | Kieler |  | 11 | Rockville |  | 21 | Arthur |   | 32 | Cobb |   | 41 | Prairie du Chien |  |
| 3 | Kieler |    | 12 | Burton |  | 22 | Lancaster |    | 33 | Monfort |   | 42 | Prairie du Chien |  |
| 4 | Louisburg |  | 13 | Cassville |  | 23 | Livingston |   | 34 | Preston |  | 43 | Castle Rock |  |
| 5 | Benton |   | 14 | Cassville |    | 24 | Belmont |    | 35 | Fennimore |     | 44 | Boscobel |    |
| 6 | Leadmine |  | 15 | Darlington |     | 25 | Rewey |   | 36 | Fennimore |  | 45 | Muscoda |    |
| 6a | New Diggings |  | 16 | Platteville |     | 26 | Mineral Point |    | 36a | Fennimore |  | 46 | Blue River |    |
| 7 | Kieler |     | 16a | Platteville |  | 27 | Stitzer |  | 36b | Boscobel |  | 47 | Avoca |  |
| 7a | Kieler |   | 17 | Beetown |  | 28 | Lancaster |  | 37 | Fennimore |  | 48 | Highland |  |
| 8 | Cuba City |   | 18 | North Andover |  | 29 | Bloomington |  | 38 | Mt. Hope |   | 49 | Blanchardville | |
| 9 | Dickeyville |    | 19 | Glen Haven |  | 30 | Bloomington |   | 39 | Patch Grove |  | | | |

[illegible]

Route Contacts

Cassville • Beetown • Glen Haven • Area Ridge Runners: Joe Kramer • 608.778.2341

Cuba City • Hazel Green Area Ghost Riders: Dave Vaassen • 563.599.5362

Kiefer • Dickville Area: Scott Kunkel • 608.568.3600

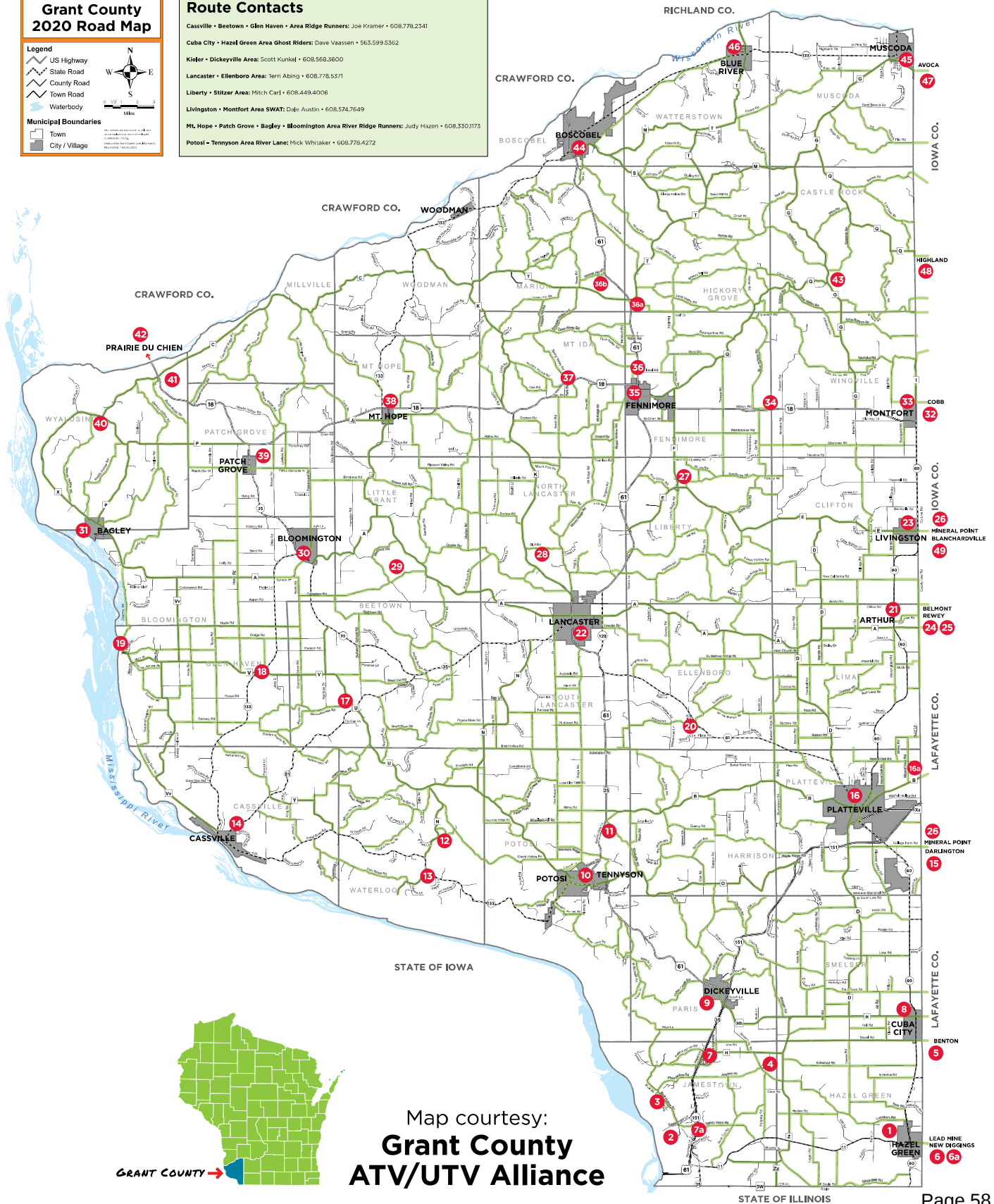
Lancaster • Ellenboro Area: Terri Abing • 608.778.5371

Liberty • Stitzer Area: Mitch Carl • 608.449.4006

Livingston • Montfort Area SWAT: Dije Austin • 608.574.7649

MT. Hope • Patch Grove • Badley • Bloomington Area River Ridge Runners: Judy Hazen • 608.330.1773

Pototou • Tenneyson Area River Lane: Mick Whisaker • 608.778.4272





AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
March 5, 2025	

AGENDA ITEM # 6.e

Consideration of Ordinance 2025-03 Permitting ATV/UTVs on Village Streets

BACKGROUND

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.f

Consideration of Resolution 2025-01 Preliminary Resolution to Levy Special Assessments

BACKGROUND

The 2025 Street Reconstruction projects will include special assessments of the cost of installing and replacing curbs and gutters, sidewalks and driveway aprons. Resolution 2025-01 sets the preliminary cost estimates that will be specially assessed to the benefiting property owners, as identified in the Engineers Preliminary Special Assessment Report. The Public Works committee held a public hearing on the assessments on February 24th and no one from the public attended. The Report was approved with an amendment to reduce the sidewalk cost based on sidewalks that need to be removed due to tree heaving; the Village will cover this cost.

Once the work has been completed, the engineer will revise the report to match the actual cost of the work and update the assessments. The revised estimates will be sent to the owners and the Public Works committee will hold a second public hearing and make a recommendation to the Board on the final assessments. The engineers always prepare their estimates conservatively, so the actual expense will almost always be less than the estimate. In a positive change, the engineers said that they have seen bids coming in lower than expected so far this construction year.

RECOMMENDATION

ATTACHMENTS

1. reso 2025-01 prelim spec assessments 2025 street project

VILLAGE OF MOUNT HOREB
RESOLUTION 2025-01

PRELIMINARY RESOLUTION TO LEVY SPECIAL ASSESSMENTS

RESOLVED, by the Village Board of the Village of Mount Horeb, Wisconsin:

1. The Village Board hereby declares its intention to exercise its police power under 66.0701, Stats., to levy special assessments upon property in the assessment districts hereafter described for benefits conferred upon such property by reason of the following public work and improvements.

BLUE MOUNDS STREET FROM W MAIN STREET TO JUSTIN DRIVE:

Street Rehabilitation consisting of the removal and replacement of all existing base course and bituminous pavement, spot repair of existing sidewalks, spot repair of concrete curb and gutter, and driveways in kind where necessary.

Sidewalk Improvement consisting of installation of new sidewalks where they do not exist.

W GARFIELD STREET FROM WEST VILLAGE LIMITS TO BLUE MOUNDS STREET:

Street Rehabilitation consisting of mill and overlay of existing bituminous pavement, spot repair of concrete curb and gutter, and replacement of driveways in kind where necessary.

Sidewalk Improvement consisting of installation of new sidewalks where they do not exist.

2. The assessment district consists of all those properties having frontage on either side of the above-named streets as listed on Attachment A.

3. The total amounts to be assessed against the properties in the assessment district shall not exceed the following percentages of the total project cost of the improvements.

BLUE MOUNDS STREET FROM W MAIN STREET TO JUSTIN DRIVE:

- 100% of the cost to remove and install bituminous and concrete driveways.

- 50% of the cost to remove and replace sidewalks meeting the Village's Sidewalk Replacement Criteria under the Village's policy.
- 25% of the cost to install concrete sidewalks where none exist, and the areas are located on the Village's Sidewalk Improvement Plan.

W GARFIELD STREET FROM WEST VILLAGE LIMITS TO BLUE MOUNDS STREET:

- 100% of the cost to remove and install bituminous and concrete driveways.
- 50% of the cost to remove and replace sidewalks meeting the Village's Sidewalk Replacement Criteria under the Village's policy. (where they exist)
- 25% of the cost to install concrete sidewalks where none exist, and the areas are located on the Village's Sidewalk Improvement Plan.

4. The Village Board determines that the improvements constitute an exercise of the police power for the health, safety, and general welfare of the Village and its inhabitants.

5. The Village Engineer shall prepare a report which shall consist of preliminary plans and specifications for the improvements, an estimate of the entire project costs, and a schedule of the proposed assessments.

6. The Village Engineer shall file a copy of the report with the Village Clerk for public inspection.

7. Upon receiving a copy of the report of the Village Engineer, the Village Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report.

8. Assessments in a total amount less than \$500.00 shall be paid within 30 days of receipt. Assessments of \$500.00 but less than \$5,000.00 may be paid in five equal annual installments. Assessment over \$5,000.00 may be paid in ten equal annual installments. Any unpaid balance shall accrue interest at a rate one percent per annum greater than the rate at which the Village borrowed funds for the improvements.

The above resolution was duly adopted by the Village Board of the Village of Mount Horeb, Dane County, Wisconsin, at a meeting held on March 5, 2025.

VILLAGE OF MOUNT HOREB

By: _____
Ryan Czyzewski, Village President

ATTEST:

Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.g

Consideration of Resolution 2023-03 Fundraising Memorandum of Understanding with Mount Horeb Public Library

BACKGROUND

The Library Board has decided to start fundraising efforts to expand the library. The Memorandum of Understanding (MOU) was drafted to recognize that the funds raised and invested for this specific purpose won't be used for subsidizing or replacing basic services. The Library Board has approved the MOU.

RECOMMENDATION

ATTACHMENTS

1. reso 2025-03 Library Fundraising MOU



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

RESOLUTION 2025-03

WHEREAS the Mount Horeb Village Board recognizes the Mount Horeb Public Library as an important public institution whose continued financial and creative health are vital to preserving and improving the quality of life in the Village of Mount Horeb and the surrounding areas served by the Library; and

WHEREAS the Mount Horeb Village Board, in keeping with its commitment to provide quality Village services, has allocated annual operating and capital improvement funds for the Library in accordance with the library system membership requirements of Chapter 43 of the Wisconsin Statutes, Dane County's library service requirements for basic levels of library service and other applicable requirements; and

WHEREAS the Library Board of the Mount Horeb Public Library established the Mount Horeb Public Library "Future Library Expansion" account as a means to save and invest estate donations and "Future Library Expansion" specified donations and/or memorials to the "Future Library Expansion" account in order to offer Library patrons access to a larger facility including more study rooms, meeting space, programming space and collections than it could offer if the Library had access solely to public funding or funds provided by the Friends of the Library; and

WHEREAS the Library Board reserves the right to convert any "Future Library Expansion" estate donations, and "Future Library Expansion" specified donations and/or memorials to other library initiatives if it becomes apparent that a "Future Library Expansion" is not possible.

WHEREAS the Mount Horeb Village Board recognizes that the purpose of the Mount Horeb Public Library "Future Library Expansion" account is to support a future capital campaign project, and is not intended to subsidize or replace basic services that have been historically paid for from the Library's Operating budget and/or Capital Improvement Budget; and

WHEREAS the Mount Horeb Public Library "Future Library Expansion" account will allow the Library Board to collect and raise funds for the Library's future expansion project in a manner that will complement, but not replace, the historic and ongoing critical support roles of the Mount Horeb Village Board and the Friends of the Library in the continuing health and growth of the Library.

NOW THEREFORE, be it resolved that the Village Board of the Village of Mount Horeb recognizes the value that the Mount Horeb Public Library "Future Library Expansion" account can provide to the Village and the Public Library and the importance of allowing the "Future Library Expansion" account funds to be used for its intended purposes.

Adopted this _____ day of _____, 2025.

By: _____

Ryan Czyzewski, Village President

ATTEST:

Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

March 5, 2025

PREPARED BY

AGENDA ITEM # 6.h

Discussion on Committee and Commission Requirements

BACKGROUND

President Czyzewski has been reviewing the current requirements for our Committees and Commissions. There are some inconsistencies in requirements, potential legacy items that are not practiced, and opportunities to modernize. Before staff and legal research & work on updates in more detail, we're asking the Board to give general guidance on what it would like to prioritize and consider.

The goal is to have any priority adjustments ready for consideration before April 2025 Reorganization Meeting, with the remainder before the 2026-2027 term cycle.

RECOMMENDATION

ATTACHMENTS

1. Changes for Discussion

	Residency Required	Item to consider or of Note
Advisory:		
FINANCE / PERSONNEL COMMITTEE	citizen	
PUBLIC WORKS COMMITTEE	citizen	
PUBLIC SAFETY COMMITTEE	citizen	requires Fire District Board member-keep?
BOARDS AND COMMISSIONS		
BOARD OF REVIEW	citizen	change appointment from Month of May to April?
UTILITY COMMISSION	residents	
ZONING BOARD OF APPEALS	doesn't say	
PLAN COMMISSION	citizen	
PARKS, RECREATION & FORESTRY COMMISSION	citizen	MHASD recommends 1, Village approves (timing issues)
REVOLVING LOAN FUND COMMITTEE	resident or property owner	
Sustainability & Natural Resources Committee	residents	change from min 7, max 9 to 5 & 7? student rep still encouraged?
CABLE TV COMMITTEE	resident	
POLICE COMMISSION	citizen	Can't have more than 2 members from same political party (state statute)
JOINT FIRE DEPT REPRESENTATIVES		need to review Fire District info
TOURISM COMMISSION	Doesn't explicitly say	
COMMUNITY DEVELOPMENT AUTHORITY	residents (state statute)	
Historic Preservation Commission	citizen	
SENIOR OUTREACH COMMITTEE		need to review SW Dane County Outreach & Nutrition Board requirements
Youth in Government	student	check on timing
Citizen or resident Options (where State Statute does not apply)		
Leave as is		
Change all to one or the other		
Change all to one or the other by default except where statec		
Change to neutral language where applicable		
Other		