



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, May 7, 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 April 2, 2025 Meeting Minutes
 - b. Recommendation of Residential Improvement Grant Applications
 1. Steve and Davina Penne, 210 S 1st Street
 2. Judy and Jim Vanden Brook, 210 N 2nd Street
 3. Caitlynn Nemer and Matt Dolfen, 810 E Main Street
 - c. Consider Committee and Commission Appointments
 - d. Consideration of CSM for Fargo Green Street Parcel
 - e. Consideration of 3 lot CSM Dividing Outlot 4 of Fargo property, Tvedt Drive
 - f. Recommendation of Extraterritorial CSM, 9621 Red Fox Drive Z&L Properties
- 6) Agenda Items
 - a. Consideration of Proclamation for 50th Anniversary of the Mount Horeb Area Historical Society
 - b. Consideration of Proclamation Recognizing Public Service Week 2025
 - c. Resolution 2025-05 MOU with Library on Fundraising for Capital Project
 - d. Consideration of Ordinance 2025-06 Regulating Electronic Smoking Retailers
 - e. Review of Village Strategic Plan
 - f. Consider Annual Ethics Policy review

- 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) Closed Session: Contract for Building Inspection Services
 - a. The Village Board may convene in closed session as authorized by Wisconsin Statute 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
- 12) Meeting adjournment.

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

**VILLAGE OF MOUNT HOREB
VILLAGE BOARD MEETING MINUTES
APRIL 2, 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, Scott, and Halverson. Gauger was absent. Also present were Administrator Nic Owen, Village Clerk Alyssa Gaffney, and Youth-In-Government students Siobahn Mertz and Nola Gilmore.

Public Comments: None

Consent Agenda: Schellpfeffer moved, Halverson seconded to approve the following consent agenda items: March 5, 2025 meeting minutes; Recommendation of JSD for park master planning at former Lukken property; Extraterritorial Plat for Kelly Connor 9204 Gem View Land; Resolution 2025-03 Conditional Use Permit Application to allow Indoor Commercial Entertainment (café/restaurant) at 100 S First Street; Alcohol Beverage License for MOHO JO LLC, 100 S First Street; Appointment of Agent Form, Tyler Marks, MOHO JO LLC, 100 S First Street; Street Use Permit application from Mount Horeb Summer Frolic Committee for Summer Frolic Parade on June 15th, 2025; Street Use Permit application from Mount Horeb Area Historical Society for Ribbon Cutting ceremony on May 10th, 2025; Street Use Permit application from Kyle Keene Entertainment for Country Music Faire from July 24th-27th, 2025; Public Amusements and Shows application from Kyle Keene Entertainment for Country Music Faire for July 26th, 2025. Motion carried by unanimous voice vote.

Proclamation for Recognizing National Library Week: Czyzewski read the proclamation aloud.

Presentation of Library Annual Report: Library Director Jessica Gretzinger presented her annual report for the Library and fielded questions from the board.

Consideration of Ordinance 2025-05 Rezoning property from A-1 Agricultural District to R-1 Single Family Residential, for Brookstone Hills Subdivision

Final Plat: Owen explained this item. Jones moved, Halverson seconded to approve the ordinance. Motion carried by unanimous voice vote.

Consideration of Final Plat for Brookstone Hills Subdivision: Owen explained this item. Halverson moved, Schellpfeffer seconded to approve the Final Plat, contingent upon the action items being approved. Motion carried by unanimous voice vote.

Consideration of contract extension with Pellitteri: Owen explained this item. Pellitteri Account Executive Todd Bollenbock was present and spoke about their service. Scott moved, White seconded to approve extending the contract with Pellitteri to 10 years. Motion carried by unanimous voice vote.

Award of Contract 25-101 for 2025 Street Reconstruction Projects: Owen explained this item. Scott moved, Jones seconded to award the contract to Rule Construction for \$1.2 million. Motion carried by unanimous voice vote.

Award of Contract 25-102 for Stewart Lake Park Stormwater Project: Owen explained this item. Halverson moved, Schellpfeffer seconded to award the contract to Rule Construction for \$99,582. Motion carried by unanimous voice vote.

Arbor Day Proclamation: Czyzewski read the proclamation aloud.

Consideration of Resolution 2025-04 for adjusting SNR members: Czyzewski explained this item. The board discussed the resolution and requested the wording be changed for how the chair is appointed. Jones moved, Halverson seconded to approve the resolution as amended. Motion carried by unanimous voice vote.

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

Village President's report: Czyzewski spoke about the election, citizen nominations, and gave an update on his meetings with staff at the school.

Village Administrator's report: Owen thanked Clerk Gaffney and her staff for their work with the elections. He also spoke about the Karakahl, and congratulated Brian Haag on his retirement after 38 years of service.

Village Clerk's report: Gaffney spoke on the turnout of the Spring Election, and thanked all the voters and her staff.

Adjournment: With no further business before the board, White moved, Jones seconded to adjourn @ 8:00pm. Motion carried by unanimous voice vote.

Minutes by Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.b

Recommendation of Residential Improvement Grant Applications

BACKGROUND

We received three applications for the first round of review for the Residential Improvement program funded through TID 5. The Community Development Authority recommends approval of all three applications. We have already received three applications that will be reviewed at next month's CDA meeting for recommendation as well. We would have \$10,000 in funding remaining for projects if all three of this months projects are funded in full.

RECOMMENDATION

ATTACHMENTS

1. Application Summary Sheet 2025.2

Mount Horeb Residential Exterior Improvement Program

Date Submitted	Applicant	Address	In Program Zone	Value	Percentage of Average	Improvement Percentage of Value	Age of Home	Date Acquired	Description of Project	Project Cost (low bid)	Approved Grant Amount	Project Score	Comments
12/5/2024	Judy and Jim Vanden Broek	210 N 2nd Street	Yes	\$ 328,300	94%	4.28%	122	1988	Replace Asphalt Driveway with Concrete	\$ 14,050		52	Eligible for full \$5,000
3/19/2025	Steve and Davina Penne	210 S 1st Street	Yes	\$ 354,000	101%	2.94%	86	2002	Replace Asphalt Driveway with Concrete, replace stoop and steps and replace front walkway	\$ 10,400		49	Eligible for full \$5,000 with Stoop replacement
4/1/2025	Catitlyn Nemec and Matt Dolfen	810 E Main Street	Yes	\$ 232,100	66%	4.63%	121	2012	Prep, scrape, wash and re-paint house.	\$ 10,755		55	Eligible for full \$5,000
										\$ 35,205	\$ -		
											\$ 25,000		



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.b.1

Steve and Davina Penne, 210 S 1st Street

BACKGROUND

Steve and Davina Penne are applying for replacement of their deteriorating asphalt driveway and/or the replacement of their stairs and stoop. The driveway apron was replaced a few years ago, but the rest of the driveway is showing its age. From the pictures submitted you can also tell that the stoop and stairs would benefit from a refresh. With both projects included, they would qualify for the full \$5,000 reimbursement. The CDA recommends approval.

RECOMMENDATION

ATTACHMENTS

1. Penne Scoring Rubric.2
2. Penne App

Residential Improvement Program Scoring - Penne			
Level of Performance	Strong	Fair	Weak/Poor
Score	10-7 Points	6-4 Points	3 Point or Below
Property Condition		5	
Age of home	8		
Percentage of Average Assessed Value		6	
Percentage of Improvements of Assessed Value			3
Repair of historical elements			3
Quality of materials	7		
Thoroughness of application	8		
Sustainability, energy efficiency			3
Financial Hardship		6	
Application Score			
Score			49
Total Overall Points for Grant Application: 100 Points			



HERITAGE
COMMUNITY
OPPORTUNITY

VILLAGE OF MOUNT HOREB

E. Main Street
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Phone: (608) 437-6884 Fax: (608) 437-3190
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RESIDENTIAL EXTERIOR IMPROVEMENT PROGRAM GRANT APPLICATION

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

APPLICANT INFORMATION

Applicant Name STEVE & DARINCE PENNE
Property Address 210 S. 1st Street
Phone 608 636 4923 Email PENNES@me.com

PROPERTY INFORMATION

Year Home Built 1939 Purchase Year of Home 2002
Assessed Value of Home \$ 354,000

PROJECT INFORMATION

Proposed Start Date July/Aug Proposed Completion Date Aug
Contractor Name Finks PAVING Contractor License # (See W-9 doc)
Contractor Address 2732 State Rd, 78, Mt. Horeb, WI WI 53572
Street City State Zip
Contractor Phone 608 437-5779 Contractor Email orickert@finks paving.com
Total Project Estimate \$ 5,250 DRIVEWAY up to Grant Request \$ 5000.00 for either
\$10,400 Total or both parts
Other funding sources that will be used: private/personal finance

Project Narrative (attach additional sheets if necessary).

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

Replace crumbling blacktop driveway with a cement pad
to match the Apron (sidewalk to street). Apron was replace
a few years ago.
And/or... Replace cement front steps (which are crumbling on
the sides.

DOCUMENTS TO INCLUDE

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

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


Applicant Signature
STEVE PENNE


DAVID PENNE

3/19/25
Date

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

FINK'S

Estimate/Proposal

PAVING, EXCAVATING & CONCRETE

2732 State Hwy 78 - Mount Horeb, WI 53572
O- 608.437.5779 www.finkspaving.com

Date: March 19, 2025

SUBMITTED TO:
Steve and Davina Penne
210 S. 1st St.
Mount Horeb, WI 53572

Phone: (608) 636 4923
Email: pennes@me.com
Job Name: Penne Concrete
Job Location: Same

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

Concrete Driveway 846SF **\$5,200**

Initials

- Remove existing asphalt and haul off site.
- Dig out for new base, add 4-5" of base as needed, grade and compact.
- Pour 4" thick concrete with fiber mesh, tooled joints, and sealer.

Front Stoop & Steps **\$4,300**

Initials

- Remove existing concrete/stone, haul offsite.
- Add gravel base as needed, grade, and compact.
- Pour 8-10" thick concrete with rebar placed 2' on center.
- Stoop cap is 8' wide 4'3" deep and steps to be 6' wide.

Front Walkway 77SF **\$950**

Initials

- Remove existing concrete, haul offsite.
- Add gravel base as needed, grade, and compact.
- Pour 4" thick concrete with fiber mesh, tooled joints, and sealer

- *If all areas are accepted/completed together we offer a discounted total price of \$9,950*

Submitted by Fink's Paving, Concrete & Excavating, Inc. Derek Dahlk

IF THIS PROPOSAL IS **NOT SIGNED** OR ACCEPTED AND RETURNED WITH **15 DAYS** FROM THE DATE OF THIS PROPOSAL FINK'S PAVING & EXCAVATING INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT. FINKS RESERVES THE RIGHT TO ADJUST PRICING OF THE PROPOSAL TO BE CONGRUENT WITH THE COST OF CURRENT MATERIAL & LABOR PRICES.

GENERAL NOTES:

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

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

Date of Acceptance: _____

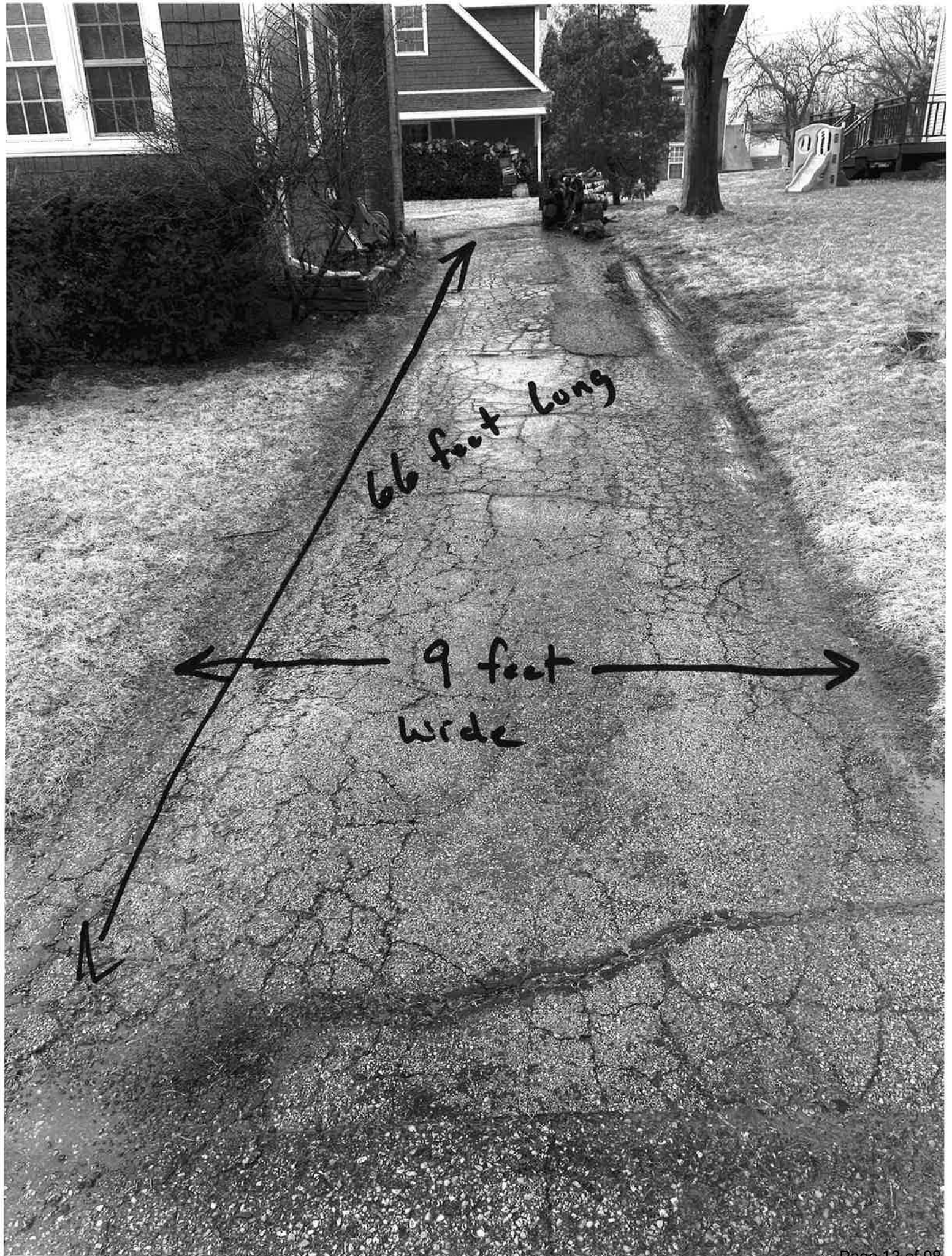
Owner/Contractor/Agent: (Printed) _____

Signature: _____

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

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









DT Concrete, LLC

10142 Blue Valley Rd
Mt. Horeb, WI 53572
(608) 516-7600
dtconcrete.info@gmail.com

Proposal

Number: 2630
Date: 3/18/2025

Prepared For:
Steve & Davina Penne 210 S First St Mt. Horeb, WI 53572

Email: pennes@me.com

Phone: 608-636-4923

Job Name: Driveway Replacement

Job Location: Same

Scope of Work	Total
64'x9' Driveway Replacement - - Remove existing asphalt driveway and install gravel base - Prep gravel base and form driveway - Pour driveway; 6 bag mix with fiber - Broom finish, joints installed, apply sealer	6,925.00
8'x4' Stoop w (6) Steps over 7' long [Replacement] - - Remove existing stoop and steps and install gravel base - Prep gravel base and form stoop and steps - Pour stoop & steps; 6 bag mix with fiber - Broom finish, joints installed, apply sealer	6,330.00
	6925
Total:	\$13,255.00

All Material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. DT Concrete, LLC will not be held responsible for any landscape damage. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. This Proposal may be modified or withdrawn if proposal is not accepted within 30 days of proposal date.

WARRANTY -

For 1 year, commencing from the day we (DT Concrete, LLC) complete the job, there will be no major cracking, scaling and spalling, or major pop out due to defective materials or workmanship. We will use appropriate techniques, workmanship, and materials designed to avoid random cracks from occurring, but cannot warrant that concrete will be totally crack free. We will repair concrete ONLY if the crack is greater than 1/2" wide.

This warranty does not apply to damage resulting from abuse of exterior concrete, (such as salting of concrete during winter months), contact between exterior concrete and vehicles, objects, animals, or persons during the 7 day period after concrete is installed. Also, uniformity in color may vary within the same pour or when repaired or replaced. This warranty will not guarantee uniformity in color.

ACCEPTANCE OF PROPOSAL -

The above prices, specifications and conditions of sale are satisfactory and are hereby accepted. You are authorized to complete the work as specified.

Signature of Acceptance: _____

Date of Acceptance: _____

From: dtconcrete.info@gmail.com
Subject: Proposal 2630 from DT Concrete, LLC
Date: March 18, 2025 at 1:48 PM
To: penns@me.com



Hi Steve & Davina,

Thank you for the opportunity to bid your concrete project! Attached is a proposal for your driveway replacement, and stoop/step replacement as discussed with Dillon.

If you are interested in proceeding, please return a signed copy of the proposal at your earliest convenience. From there, we will be in touch regarding schedule! We are currently scheduling for roughly middle of July.

If you have any questions, please let us know!

Thanks,

Allison Farrell
DT Concrete, LLC
dtconcrete.info@gmail.com
Dillon: (608) 516-7600
Allison: (608) 576-3434

DT Concrete, LLC

10142 Blue Valley Rd
Mt. Horeb, WI 53572
(608) 516-7600
dtconcrete.info@gmail.com

Proposal

Number: 2630
Date: 3/18/2025

Prepared For:
Steve & Davina Penns 210 S First St Mt. Horeb, WI 53572

Email:	<u>penns@me.com</u>
Phone:	<u>608-636-4923</u>
Job Name:	<u>Driveway Replacement</u>
Job Location:	<u>Same</u>

Scope of Work	Total
6'4"x9' Driveway Replacement - - Remove existing asphalt driveway and install gravel base - Prep gravel base and form driveway - Pour driveway; 6 bag mix with fiber - Broom finish, joints installed, apply sealer	6,925.00
8'x8' Stoop w/ (6) Steps over 7' long (Replacement) - - Remove existing stoop and steps and install gravel base - Prep gravel base and form stoop and steps - Pour stoop & steps; 6 bag mix with fiber - Broom finish, joints installed, apply sealer	6,330.00
Total:	\$13,255.00



REPLACE STOOP
& STEPS w/
similar concrete pad





AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.b.2

Judy and Jim Vanden Brook, 210 N 2nd Street

BACKGROUND

Judy and Jim Vanden Brook are applying for the replacement of their worn asphalt driveway. They have already done a number of repairs to the home and the next on the list is replacement of the deteriorating asphalt driveway with concrete. The application was complete and all costs are eligible for reimbursement under the program. The CDA recommends approval.

RECOMMENDATION

ATTACHMENTS

1. Vanden Brook Scoring Rubric.2
2. Driveway Photo
3. Vanden Brook 210 N 2nd

Residential Improvement Program Scoring - Vanden Brook			
Level of Performance	Strong	Fair	Weak/Poor
Score	10-7 Points	6-4 Points	3 Point or Below
Property Condition		6	
Age of home	10		
Percentage of Average Assessed Value	8		
Percentage of Improvements of Assessed Value			3
Repair of historical elements			3
Quality of materials	7		
Thoroughness of application		6	
Sustainability, energy efficiency			3
Financial Hardship		6	
Application Score			
Score			52
Total Overall Points for Grant Application: 100 Points			





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

RESIDENTIAL EXTERIOR IMPROVEMENT PROGRAM GRANT APPLICATION

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

APPLICANT INFORMATION

Applicant Name Judy and Jim Vanden Brook
Property Address 210 N 2ND ST
Phone 608 437 4192 Email jimmyvb52@gmail.com

PROPERTY INFORMATION

Year Home Built 1903 Purchase Year of Home 1988
Assessed Value of Home \$ 328,300

PROJECT INFORMATION

Proposed Start Date 5-1-2025 Proposed Completion Date 5-10-2025
Contractor Name DT Concrete, LLC Contractor License # _____
Contractor Address 10142 Blue Valley Rd Mount Horeb WI 53572
Street City State Zip
Contractor Phone 608 516-7600 Contractor Email dtconcrete.info@gmail.com
Total Project Estimate \$ 14,050.00 Grant Request \$ 5,000
Other funding sources that will be used: Self funding

Project Narrative (attach additional sheets if necessary).

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

(See attachment)

Village of Mount Horeb
E. Main Street
Mount Horeb, WI 53572

Judy and Jim VandenBrook
210 N. 2ND Street
Mount Horeb, WI 53572

DATE: December 5, 2024

**SUBJECT: Project Narrative for Residential Exterior Improvement Program –
*GRANT APPLICATION***

TO: Village Board Members

FROM: Judy and Jim VandenBrook

We hope to replace our decaying asphalt driveway and approach with concrete. The existing driveway is approximately 50-60 years old and has slumped and crumbled (see photos). Snow removal is difficult and the broken pavement is unsightly.

In recent years we have done a number of projects to improve the exterior of the house including reroofing and residing both the house and garage. Just this year we have replaced a broken public facing sidewalk and will be replacing a failing front porch deck, stairs, skirt, ceiling, and soffits and also cladding porch pillars and trim with aluminum. Some 20 years ago we replaced our lead service line to the main.

We love being residents of Mount Horeb and take the stewardship of our old home seriously. This grant would really help us out as we are now both retired.

Thank you for your consideration of our grant request.

Judy and Jim VandenBrook

DT Concrete, LLC

10142 Blue Valley Rd
Mt. Horeb, WI 53572
(608) 516-7600
dtconcrete.info@gmail.com

Proposal

Number: 2603

Date: 12/8/2024

Prepared For:

Jim Vandenberg
210 N Second St
Mt. Horeb, WI 53572

Email: jimmyvb52@gmail.com

Phone: 608-438-3502

Job Name: Replacement

Job Location: Same

Scope of Work	Total
1,425 Sqft Driveway & 156 Sqft Apron Replacement - - Remove existing driveway and apron - Install/prep gravel base; form driveway and apron - Pour driveway and apron; 6 bag mix with fiber - Broom finish, hand tooled joints, apply sealer	13,050.00
22'x2' Concrete Wall	1,000.00
OPTIONAL: Top soil and seed around edges after forms are removed: ADD \$1,000.00 Please Circle: [YES NO] *If no indication is made, add on will not be included.	
Total:	\$14,050.00

All Material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. DT Concrete, LLC will not be held responsible for any landscape damage. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. This Proposal may be modified or withdrawn if proposal is not accepted within 30 days of proposal date.

WARRANTY -

For 1 year, commencing from the day we (DT Concrete, LLC) complete the job, there will be no major cracking, scaling and spalling, or major pop out due to defective materials or workmanship. We will use appropriate techniques, workmanship, and materials designed to avoid random cracks from occurring, but cannot warrant that concrete will be totally crack free. We will repair concrete ONLY if the crack is greater than 1/2" wide.

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ACCEPTANCE OF PROPOSAL -

The above prices, specifications and conditions of sale are satisfactory and are hereby accepted. You are authorized to complete the work as specified.

Signature of Acceptance: _____

Date of Acceptance: _____

FINK'S

Estimate/Proposal

PAVING, EXCAVATING & CONCRETE

2732 State Hwy 78 - Mount Horeb, WI 53572

O- 608.437.5779 www.finkspaving.com

Date: December 4, 2024

SUBMITTED TO:

Jim VanderBrook

210 N 2nd St

Mt Horeb, WI 53572

Phone: 608-438-3502

Email: jimmyvb52@gmail.com

Job Name: VanderBrook Concrete

Job Location: Same

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

New Concrete Driveway & Approach **1,546 SF** **\$13,100.00** **Initials: _____**

- Excavate existing asphalt and wood retaining wall, haul off site.
- Install crushed limestone base as needed, grade and compact.
- Pour 4" thick concrete & 15 LF of 2ft thickened edge with fiber mesh, joints, and sealer.
- *City approach to be 7-inches thick per village specifications.*

New Concrete Walkway **169 SF**

- Excavate 40 LF of existing paver walkway, haul off site.
- Install crushed limestone base as needed, grade and compact.
- Pour 4" thick concrete with fiber mesh, joints, and sealer.

Concrete Type	Cost	Initials
Standard Grey/Broom Finish	\$1,900.00	
Stamped & Colored	\$3,100.00	

Submitted by Fink's Paving, Concrete & Excavating, Inc. _____ **Derek Dahlk**

IF THIS PROPOSAL IS NOT SIGNED OR ACCEPTED AND RETURNED WITH 15 DAYS FROM THE DATE OF THIS PROPOSAL FINK'S PAVING & EXCAVATING INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT. FINKS RESERVES THE RIGHT TO ADJUST PRICING OF THE PROPOSAL TO BE CONGRUENT WITH THE COST OF CURRENT MATERIAL & LABOR PRICES.

GENERAL NOTES:

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

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

Date of Acceptance: _____

Owner/Contractor/Agent: (Printed) _____

Signature: _____

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

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

DOCUMENTS TO INCLUDE

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

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



Applicant Signature

12-9-2024
Date

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







AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.b.3

Caitlynn Nemer and Matt Dolfin, 810 E Main Street

BACKGROUND

Nemec and Dolfin are applying for funding for the painting of their home at 810 E Main Street. Their project includes scraping of old paint, washing of the material and repairing any damaged areas to make sure the paint lasts. The application was complete, including pictures of the areas in need of painting and repair and all costs are eligible for reimbursement under the program. The CDA recommends approval.

RECOMMENDATION

ATTACHMENTS

1. Nemec Dolfin 810 E Main
2. Nemec Scoring Rubric.2



HERITAGE
COMMUNITY
OPPORTUNITY

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

RESIDENTIAL EXTERIOR IMPROVEMENT PROGRAM GRANT APPLICATION

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

APPLICANT INFORMATION

Applicant Name Caitlynn Nemec and Matt Dolfen
Property Address 810 E Main St Mount Horeb, WI 53572
Phone 608-572-8009 Email mattandcaitlynn@gmail.com

PROPERTY INFORMATION

Year Home Built 1904 Purchase Year of Home 2012
Assessed Value of Home \$ 232,100 per 2024 tax bill

PROJECT INFORMATION

Proposed Start Date Summer 2025 Proposed Completion Date Fall 2025
Contractor Name Neff Paints Contractor License # _____
Contractor Address 110 Clark St P.O. Box 44 Warren, IL 61087
Street City State Zip
Contractor Phone 815-541-7338 Contractor Email skylar@neffpaints.com
Total Project Estimate \$ 10,755.00 Grant Request \$ 5,000.00
Other funding sources that will be used: _____

Project Narrative (attach additional sheets if necessary).

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

See attached

DOCUMENTS TO INCLUDE

- ☒ Two contractor proposals
- ☒ Site plan *Included in proposal*
- ☒ Copy of Contractor License - *painters, not contractors*
- ☒ Proof of Insurance
- ☒ Photos of what will be repaired *Included in proposals*

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

Carroll M. Neme
Applicant Signature

3/31/2025
Date

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

All four sides of our home on the corner of Ninth and Main Street are visible from either 9th and/or Main, and both fronts are clearly visible from Military Ridge Trail. Our home visibly needs to be repainted and it also needs some repairs to be able to hold paint properly in some spots. With work done from a professional insured painter and these grant funds, the painters will complete the repairs and paint the difficult to reach work (peaks, soffit, and fascia, and the east side of the house). We will finish the project of cleaning and painting the rest of the exterior of the house before winter to restore the attractiveness of our beautiful, 121-year-old home.

To ensure the new paint lasts longer and is easier to maintain going forward, the painters will thoroughly prep the surfaces, including doing necessary repairs and both washing/scraping surfaces and also priming with specialty primer designed to bind down existing paint and create a stable surface for topcoat. And then they will also be painting with two coats of a higher premium paint designed to last longer.

The siding will be painted a satin light-green minty color. The trim will be a glossy white with some rich purple accents. Repairs include removing rotten wood, repairing and installing faceplate board and trim pieces that have fallen into disrepair, and repairing falling boards with replacement boards to ensure the integrity of the paint job and to restore attractiveness of the home.

Two proposals from professional painters are included, these include proof of insurance for each, plans, and photos of our exterior showing the need for paint and the need for repairs.



Neff Paints

Caitlynn Nemec
810 E Main St
Mount Horeb, WI 53572

(608) 572-8009
Mattandcaitlynn@gmail.com

ESTIMATE	#1110
TOTAL	\$10,755.00

CONTACT US
110 Clark St, P.O. Box 44
Warren, IL 61087

(815) 541-7338
skylar@neffpaints.com

Service completed by: Skylar Neff

ESTIMATE

Services	qty	unit price	amount
Prep and Paint East Side	1.0	\$3,925.00	\$3,925.00
Prep			
Mold/Mildew Softwash			
Scrape all failing paint			
Prime with Sherwin Williams PeelBond Primer			
Apply 2 Coats of Sherwin Williams Duration on East Side			
Trim- Gloss			
Siding- Satin			
Prep and Paint Peaks	1.0	\$3,860.00	\$3,860.00
Prep			
Scrape all failing Paint			
Prime with Peel Bond Primer			
Repair Broken Boards			
2 Coats of Sherwin Williams Duration			
Trim			
Siding			
Prep and Paint Eaves/Facias	1.0	\$1,210.00	\$1,210.00
Scrape all failing paint			
sand as needed			
Apply 2 Coats of Sherwin Williams Duration			

Demo and Repair	1.0	\$1,760.00	\$1,760.00
Points of Emphasis for Repairs			
Remove Rotten Wood			
Back of House			
Repair and Install Faceplate board and trim piece			
Right Side of House			
Repair and Install Faceplate board and trim piece			
Repair Falling Boards on peaks with Replacement Boards			

Services subtotal: \$10,755.00

Subtotal	\$10,755.00
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Total	\$10,755.00
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Walter Abeyta
Company Owner
608.977.0200
getaquote@callapainter.net

Estimate

Callapainter
1162 Gammon Ln
Madison, Wi 53719
608.977.0200

CONTACT	JOB ADDRESS	ESTIMATE ID	DATE
Caitlynn Nemec 810 e main st Mount Horeb, Wi 53572 caitlynn.nemec@gmail.com Mattandcaitlynn@gmail.com 920.564.0001		381	Mar 28, 2025

Item

Exterior Preparation

- Only the 3rd story peaks will be included in this project. The homes entire right side to be included will be in the optional tab under the final price.
 - Keep note this project requires hazardous pay and constant ladder moving. **Painters are insured**
 - Wash all exterior being painted
 - Repair all rotted wood areas
 - Scrape and sand to remove loose or peeling paint
 - Any cracks or holes will be caulked as needed (wood trim)
 - Spot prime bare surfaces as needed with peel stopper primer. (levels will not change)
 - Prep areas with tape and plastic before applying paint
 - Paint all soffit, fascia, window trim & siding using Sherwin Williams Super Paint in customers color of choice in 1 coat.
 - Clean up progress
- 2 year warranty included**

**Any unforeseen damages or repairs will be an additional charge unless otherwise stated.*

Repairs

\$1,589.35

- replace all rotted wood
- Install any missing boards (Caitlynn said she will have a few soffit boards in the garage) any other boards needed will be purchased and will match close to the original
- Right side of the house bottom trim across the entire side will need replacing.
- The back right bottom corner of the house needs new wood installed.
- All trash will be removed by painters

Windows, Soffit & Facia

\$5,025.36

- At \$1,256.34 each peak
- Wash all Dust & Mildew off wood and let dry before starting
- Lay plastic foundation for falling paint chips
- Scrape all chipped and flakey paint on exterior
- Sand with 150-180 grit sand blocks for a smoother finer look (levels will not change)
- Prime all bare wood spots
- Apply Super Paint to 2 toned window trim, soffit and facia in customers color of choice in a satin sheen
- Clean up

Peak Siding

\$3,157.00

- At 789.25 each peak
- Wash all Dust & Mildew off wood and let dry before starting
- Lay plastic foundation for falling paint chips
- Scrape all chipped and flakey paint on exterior
- Sand with 150-180 grit sand blocks for a smoother finer look (levels will not change)
- Prime all bare wood spots
- Apply Super Paint to wood siding in customers color of choice in a satin sheen
- Clean up

Exterior	\$9,771.71	Sub Total	\$9,771.71
		Tax (5%)	\$488.59
		Total	\$10,260.30

Options

These items are optional additions and are not included in the total.

Item

Right Side**\$2,598.02**

- Wood siding (1 Coat, Sherwin Williams Exterior Wood scape in flat sheen) \$1,409.33
- Trim (1 Coat Sherwin Williams Super paint satin sheen) \$1,188.69

Plastic windows and doors and spray siding

This includes windows, doors and lower soffit/facia . Repeat process

- Customers will remove the chicken coop
-

Media

Repairs



Windows, Soffit & Facia



Peak Siding



Right Side



Callapainter agrees to furnish the labor, materials, and supplies necessary to perform the services per the terms and conditions in this Contract. Upon completion of the services, Callapainter will

remove all materials, supplies, and other debris.

1. Project Description/Scope of Work

Please take special note of the job description. Callapainter is not required to perform any tasks not specified in the estimate.

2. Preparation

Interior

- Callapainter will cover all floors and furniture before painting.
- Small holes will be patched before painting.
- Cracks and drywall repair will be treated before painting.
- Laminated surfaces will be cleaned and sanded before painting.

Exterior

- Callapainter will cover all necessary areas prior to painting.
- All surfaces will be scraped/sanded to remove peeling paint.
- Primer will be applied on bare wood.
- All cracks in wood will be filled with caulking.

When the project is complete, all job sites will be cleaned prior to leaving.

3. Paint/Materials

- The estimate provided by Callapainter includes the cost for paint and other materials.
- Customers must choose colors at least one week prior to the project start date. Additional charges may apply if the customer changes colors after work begins.
- All surfaces will receive two (2) coats of paint (unless stated otherwise on the estimate)
- ****Please Note: Some accent colors are inherently less opaque and may require more than two coats to achieve a satisfactory and uniform appearance. Therefore, using these colors may result in additional costs. If these colors are selected, customers will be notified before work begins in that area.****

4. Unforeseen Conditions

If any unforeseen repairs arise, the customer will be notified, and an additional work order will be written up for the customer to sign for.

5. Painting Schedule

Customers will be notified of the project start date at least two weeks in advance. If the customer

needs to reschedule once a date is scheduled, additional charges may apply. Callapainters crew is not required to complete any contract when the customer wants them to. Weather permitted or any unexpected situation can occur.

6. Customer Responsibility

- The job site must be clean prior to our painters arriving.
- Wall hangings must be removed prior to project start.
- The work area must be free of other trades.
- All animals must be kept away
- No supervision
- The customer must be available on the last day of the project for a thorough walk-through with the crew leader.

7. Work Standard

- Callapainter is a member of the PCA ([Painting Contractors Association](#)) and follows all proper work protocol and craftsmanship per industry standards.
- Painters will remain on site until the project is fully complete.

8. Insurance

Please see our insurance information attached to this web proposal or in a separate email.

9. Warranty

- Callapainter warranty covers labor and materials for two (2) year upon completion of the project
- This warranty excludes:
 - Incidental damage caused by accident or abuse, normal wear and tear, temperature changes (hail, wind, snow, moisture etc.), and cracks caused by expansion.
 - Painted or stained horizontal walking/abusing surfaces (deck surface, floors or steps)
- This warranty is transferable and can be cancelled anytime if contract is breached such as late payment.

10. Cancellation

The customer has the right to cancel the project within three days of acceptance. Please email us to notify your cancellation. Once the project begins and funds are deposited in Callapainter accounts, refunds are no longer applicable. If job is cancelled before 3 days before the job starts due to scheduling ahead of time. Callapainter can only refund 50% of customer's deposit. The remaining 50% is used for postponement for booking a work week with that customer.

11. Acceptance

- Please indicate your acceptance of this estimate by clicking the "Accept" button and virtually

signing.

- By accepting this contract, I acknowledge that I have read and understood the terms of this proposal.

12. Payment

- Customer must pay 50% deposit of total estimate price upon acceptance of estimate. The project cannot begin until the deposit is paid. The following 25% will be paid when the job is halfway complete in check or card.
- If the customer wants to pay by credit card, there is a processing fee of 2.5% & with a debit card 1.5%.
- The remainder of the total will be paid in a cashiers check when the project is at full completion right away.

13. Customer relationship

- Contractor is an independent contractor, not clients employee. Contractors employees or sub-contractors are not clients employees. Client must recognize agreements to these following rights in the contractor and client relationship. Contractor has the right to perform services for others during the term of this agreement. Contractor has the sole right to control and direct the means, manner, method & speed by which the services required by this agreement will be performed. Contractor, contractors employees or sub contractors shall perform these services required by this agreement. Client shall not hire, supervise, or pay any assistants to help contractor. Clients must vacate the working area to give contracor reasonable space to perform their work duties. Client cannot communicate with contractors employees or sub contractors involving the project. All communication must be between client & contractor. Client will not require contractor, contractor employees or sub contractors to devote fulltime to in performing services required in this agreement.



ESTIMATOR SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Estimate #381 for Caitlynn Nemec
Total value: \$10,260.30

Residential Improvement Program Scoring - Nemec-Dolfin			
Level of Performance	Strong	Fair	Weak/Poor
Score	10-7 Points	6-4 Points	3 Point or Below
Property Condition		6	
Age of home	10		
Percentage of Average Assessed Value	9		
Percentage of Improvements of Assessed Value			3
Repair of historical elements	7		
Quality of materials	7		
Thoroughness of application	7		
Sustainability, energy efficiency			3
Financial Hardship			3
Application Score			
Score			55
Total Overall Points for Grant Application: 90 Points			



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

AGENDA ITEM # 5.c

Consider Committee and Commission Appointments

BACKGROUND

RECOMMENDATION

ATTACHMENTS

1. Village Appointment List 2025

VILLAGE APPOINTMENTS Effective 5/1/23

	MUN. CODE REF.	TERM	DATE APPOINTED	TERM EXPIRES	CURRENT APPOINTMENT	
APPOINTED OFFICIALS						
Assessor	1.02	2 yr	01/02/23	12/31/25	Accurate Appraisal	
Attorney	1.02	1 yr	05/01/24	05/01/25	Stafford Rosenbaum	
Prosecuting Attorney	1.02	1 yr	05/01/24	05/01/25	Stafford Rosenbaum	
Building Inspector	1.02	1 yr	05/01/24	05/01/25	General Engineering Co.	
Electrical Inspector	1.02	1 yr	05/01/24	05/01/25	General Engineering Co.	
Commercial Electrical Inspector	1.02	1 yr	05/01/24	05/01/25	General Engineering Co.	
Plumbing Inspector	1.02	1 yr	05/01/24	05/01/25	General Engineering Co.	
Emergency Government Director	1.02	1 yr	05/01/24	05/01/25	Chief of Police	
Health Officer	1.02	1 yr	05/01/24	05/01/25	Chief of Police	
Fire Inspector	1.16	indef.	na	na	Fire Chief	
Weed Commissioner	8.11	1 yr	05/01/24	05/01/25	Jeff Gorman	
Village Engineer-Admin.	na	1 yr	05/01/24	05/01/25	Smithgroup JJR	
VILLAGE BOARD ADVISORY COMMITTEES * =Chair						
FINANCE / PERSONNEL COMMITTEE						
Trustee	1.19		04/18/23	04/21/26	Brett Halverson	
Trustee			04/16/25	04/18/28	Sarah Best	
Trustee			04/18/23	04/21/26	Ben Jones*	
Citizen		1 yr	05/01/25	05/01/26	Jason Fendrick	
Citizen		1 yr	05/01/25	05/01/26	Jeff Hook	
PUBLIC WORKS COMMITTEE						
Trustee	1.19		04/16/25	04/18/28	Sarah Best	
Trustee			04/16/25	04/18/28	Nate Gauger*	
Trustee			04/16/24	04/20/27	Marc Schellpfeffer	
Citizen		1 yr	05/01/25	05/01/26	Rodney Albers	
Citizen		1 yr	05/01/25	05/01/26	Richard Lust	
PUBLIC SAFETY COMMITTEE						
Trustee	1.19		04/16/25	04/18/28	Nate Gauger	
Trustee			04/18/23	04/15/26	Ben Jones*	
Trustee-Fire Board Rep			04/16/25	04/18/28	Sarah Best	
Citizen		1 yr	05/01/25	05/01/26	Mike McNall	
Citizen		1 yr	05/01/25	05/01/26	Jason Fendrick	
BOARDS AND COMMISSIONS						
BOARD OF HEALTH						
Village Board	1.21	N/A				
LIBRARY BOARD						
Village Trustee	1.22		04/16/24	04/20/27	Tim White	
Citizen		3 yr	07/01/23	07/01/26	James Leary	Library Board recommends
Citizen		3 yr	07/01/23	07/01/26	Patrick Maguire	Library Board recommends
Citizen		3 yr	07/01/25	07/01/28	Kimberly Hillary	Library Board recommends(MHASD rep)
Citizen		3 yr	07/01/24	07/01/27	Linda Bullette	Library Board recommends
Citizen		3 yr	07/01/24	07/01/27	Sarah Pare	Library Board recommends
Citizen		3 yr	07/01/25	07/01/28	Paula Craft*	Library Board recommends
					*President-elected	
BOARD OF REVIEW						
Village President	1.23		04/16/25	04/20/27	Ryan Czyzewski	
Village Clerk					Alyssa Gaffney	
Finance Committee Chairman			04/18/23	04/21/26	Ben Jones	
Citizen		1 yr	05/01/25	05/01/26	Jill Remmert-Willis	
Citizen		1 yr	05/01/25	05/01/26	Randy Little	
Alternate		1 yr	05/01/25	05/01/26	Carlos Cruz	
Alternate		1 yr	05/01/25	05/01/26	Jason Fendrick	
Alternate		1 yr	05/01/25	05/01/26	Stephanie Gauthier-Phillips	
UTILITY COMMISSION						
Trustee	1.24/13.01		04/18/23	04/21/26	Brett Halverson	
Trustee			04/16/24	04/20/27	Tim White	
Citizen		7 yr	10/01/20	10/01/27	Terri Vierima	
Citizen		7 yr	10/01/21	10/01/28	Mike McNall	
Citizen		7 yr	10/01/22	10/01/29	Ed Glover	
Citizen		7 yr	10/01/23	10/01/30	Jack Temby*	

VILLAGE APPOINTMENTS Effective 5/1/23

	MUN. CODE REF.	TERM	DATE APPOINTED	TERM EXPIRES	CURRENT APPOINTMENT	
Citizen		7 yr	10/01/19	10/01/26	Ken Scott	
					*Chair Elected	
ZONING BOARD OF APPEALS						
Citizen	1.25	3 yr	05/01/24	05/01/27	Elizabeth Grabe	
Citizen		3 yr	05/01/24	05/01/27	Pam Lunder	
Citizen		3 yr	05/01/23	05/01/26	Richard Lust	
Citizen		3 yr	05/01/23	05/01/26	Randy Little*	
Citizen		3 yr	05/01/23	05/01/26	Bill Faltz	
Citizen-Alternate #1		3 yr	05/01/25	05/01/28	Stephanie Gauthier-Phillips	
Citizen-Alternate #2		3 yr	05/01/24	05/01/27	vacant	
PLAN COMMISSION						
Village Trustee	1.26		04/16/25	04/20/27	Ryan Czyzewski*	
Village Trustee			04/16/25	04/18/28	Sarah Best	
Citizen		3 yr	05/01/23	05/01/26	Destinee Udelhoven	
Citizen		3 yr	05/01/24	05/01/27	Peggy Zalucha	
Citizen		3 yr	05/01/23	05/01/26	Ben Vondra	
Citizen		3 yr	05/01/24	05/01/27	Andrew Kidd	
Citizen		3 yr	05/01/25	05/01/28	Jill Remmert-Willis	
ETZ COMMITTEE (citizen members only)						
Citizen			app. 2024		Andrew Kidd	
Citizen			app. 2024		Peggy Zalucha	
Citizen			app. 2024		Destinee Udelhoven	
PARKS, RECREATION & FORESTRY COMMISSION						
Village Trustee	1.27		04/18/23	04/21/26	Brett Halverson*	
Village Trustee			04/16/24	04/20/27	Tim White	
Citizen		3 yr	05/01/23	05/01/26	Kurt Adler	
Citizen		3 yr	05/01/23	05/01/26	Joanna Honore	
Citizen		3 yr	05/01/25	05/01/28	Mark Webber	
Citizen		3 yr	05/01/25	05/01/28	Tara Hogesth	
School Board Designee		3 yr	05/01/24	05/01/27	Adam Mertz	
REVOLVING LOAN FUND COMMITTEE						
Village President	1.29		04/16/25	04/20/27	Ryan Czyzewski*	
Village Trustee			04/16/24	04/20/27	Marc Schellpfeffer	
Village Administrator (ex-officio, non-voting)			NA	NA	Nic Owen	
Citizen		3 yr	05/01/25	05/01/28	Mark Nortman	
Citizen		3 yr	05/01/23	05/01/26	John Kats	
Citizen		3 yr	05/01/24	05/01/27	Brian Durtschi	
Sustainability & Natural Resources Committee						
Village Trustee	Res 2025-4	1 year	04/16/24	04/20/27	Tim White*	
Village Trustee		1 year	04/18/23	04/21/26	Brett Halverson	
Citizen		1 year	05/01/25	05/01/26	Kerry Beheler	
Citizen		1 year	05/01/25	05/01/26	Scott Roethle	
Citizen		1 year	05/01/25	05/01/26	Elizabeth Grabe	
Citizen		1 year	05/01/25	05/01/26	Jack Saltes	
student		1 year	05/01/25	05/01/26	Manon Gilles	until Aug or replacement found
CABLE TV COMMITTEE						
Citizen	1.30	3 yr	05/01/23	05/01/26	Kate Skogen	
Citizen		3 yr	05/01/23	05/01/26	Rob Chappell	
Citizen		3 yr	05/01/25	05/01/28	vacant	
Citizen		3 yr	05/01/24	05/01/27	vacant	
Citizen		3 yr	04/16/25	04/18/28	Nate Gauger	
POLICE COMMISSION						
Citizen	1.325	5 yr	05/01/22	05/01/27	Mac McNall	
Citizen		5 yr	05/01/23	05/01/28	Peter Walton	
Citizen		5 yr	05/01/24	05/01/29	Dave Hoffman* elected by Comm	
Citizen		5 yr	05/01/25	05/01/30	Jeff Hook	
Citizen		5 yr	05/01/21	05/01/26	Amy Kellisvig	

VILLAGE APPOINTMENTS Effective 5/1/23

	MUN. CODE REF.	TERM	DATE APPOINTED	TERM EXPIRES	CURRENT APPOINTMENT	
JOINT FIRE DEPT REPRESENTATIVES	1.33					
Rep#1		2 yr	05/01/24	05/01/26	Jim Beuchner	
Rep#2		2 yr	04/18/23	04/15/26	Ben Jones	
Alternate			04/16/24	04/20/27	Tim White	
TOURISM COMMISSION	3.1					chair & vice chair elected by Commission
Village Trustee		1 yr	04/18/23	04/15/26	Ben Jones	
Citizen-owner/operator rep of local lodging		1 yr	05/01/25	05/01/26	Jill Schuetpelz	
Citizen		1 yr	05/01/25	05/01/26	Carlos Cruz	
Citizen		1 yr	05/01/25	05/01/26	Tate Phillip	
Citizen		1 yr	05/01/25	05/01/26	Elizabeth Grabe	
Citizen		1 yr	05/01/25	05/01/26	Stephanie Gauthier-Phillips	
COMMUNITY DEVELOPMENT AUTHORITY	Res 2021-11					
Village President/Trustee		1 yr	04/16/25	04/20/27	Ryan Czyzewski	
Village Trustee		1 yr	04/16/24	04/20/27	Marc Schellpfeffer*	
Citizen		4 yr	05/01/24	05/01/28	Heidi Kopras	
Citizen		4 yr	05/01/24	05/01/28	Ben Vondra	
Citizen		4 yr	05/01/25	05/01/29	Todd Fritz	
Citizen		4 yr	05/01/22	05/01/26	Andy Baber	
Citizen		4 yr	07/01/23	05/01/27	Barb Case	
Historic Preservation Commission	1.31					
Village Trustee		1 yr	04/16/24	04/20/27	Marc Schellpfeffer*	
Citizen		1 yr	05/01/25	05/01/26	Destinee Udelhoven	
Citizen		1 yr	05/01/25	05/01/26	Jackie Sale	
Citizen		1 yr	05/01/25	05/01/26	Maura Overland	
Citizen		1 yr	05/01/25	05/01/26	Megan Ince	
OTHER APPOINTMENTS						
SENIOR OUTREACH COMMITTEE						
Village Representative	n/a	3 yr	05/01/24	05/01/27	Karen Tetzlaff	
TID Joint Review Board Public Member	n/a	1 yr	05/01/25	05/01/26	Niki Erickson	
Viking Valhalla Foundation	n/a		04/18/23	04/21/26	Brett Halverson	
Village Board Rep MHASD Board	n/a		04/16/25	04/18/28	Nate Gauger	
Dane County Cities & Villages Association	n/a		04/18/23	04/21/26	Brett Halverson	
Mount Horeb Area Chamber of Commerce Rep	n/a		04/16/25	04/20/27	Ryan Czyzewski	



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.d

Consideration of CSM for Fargo Green Street Parcel

BACKGROUND

This lot is a remnant parcel created from a lot of line adjustment from a previous CSM of the lot containing the existing Fargo home at 301 Tvedt Drive. This new lot will be sold and added to the neighboring property at 308 Green Street. Staff have reviewed the application and recommend approval contingent on receipt of payment of the recapture fees associated with the parcel. The Plan Commission recommends approval.

RECOMMENDATION

ATTACHMENTS

1. Green Street Final



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

PLAN COMMISSION APPLICATION

PROJECT NAME: Division of Portion of Parcel to Sell to Green Street Property Owners

Project Address 301 Tvedt Drive **Parcel Number:** 0606110560

[Access Dane Link](#)

Zoning Map

Current Zoning R1 Residential **Future Land Use Zoning:** R1 Residential

[\(select zoning layer in map\)](#)

[\(select future land use layer in map\)](#)

APPLICANT: Joan Fargo, Darryl Fargo Durable Power of Attorney-Financial	
ADDRESS: Darryl - 504 Viking Road, Mt. Horeb, WI 53572	
PHONE: (608) 347-4228	EMAIL: darrylfargo@charter.net

OWNER: Joan E. Fargo	
ADDRESS: 471 Prairie Way, Apt. 1317, Verona, WI 53593	
PHONE: (608) 438-8567	EMAIL: gofarnj38@gmail.com

PROJECT DESCRIPTION: Division of a portion of this parcel for sale to 308 Green Street property owners, Megan and Josh Baker, and square of the lot lines of all Green Street properties. Attached certified survey map shows the division in red.

OWNER/APPLICANT SIGNATURE: Darryl Fargo **DATE:** 3-21-25

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. Total Fee Paid: _____ Date: _____ Fee Waived By: _____
☒ 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	

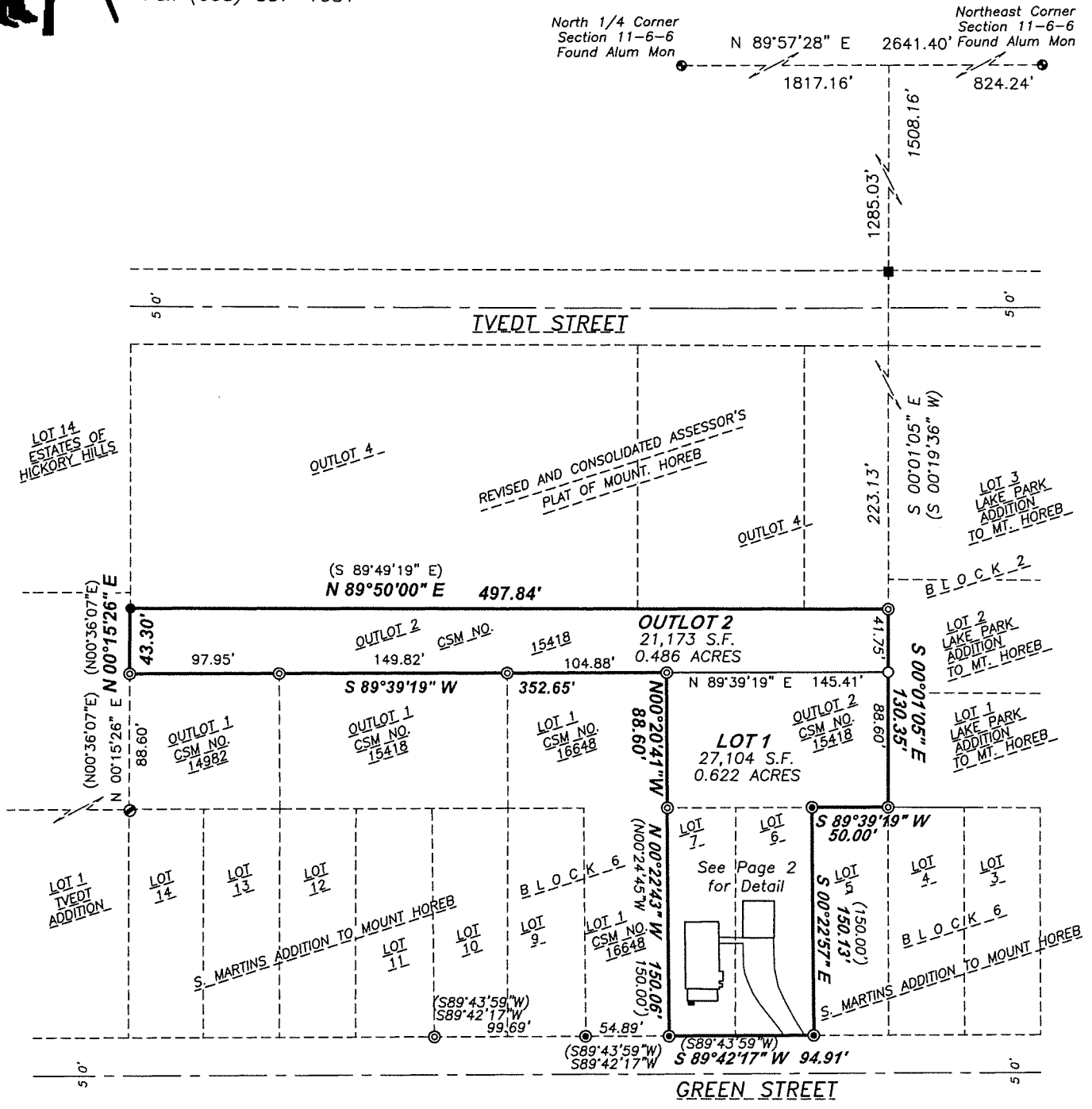


**BIRRENKOTT
SURVEYING**

P.O. Box 237
1677 N. Bristol Street
Sun Prairie, WI. 53590
Phone (608) 837-7463
Fax (608) 837-1081

CERTIFIED SURVEY MAP

Outlot 2, Certified Survey Map No. 15418, recorded in Volume 110 of
Certified Survey Maps of Dane County on Pages 294-295, and All of
Lot 6 and Part of Lot 7, Block 6, S. Martin's Addition to Mount Horeb
located in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, T6N,
R6E, Village of Mount Horeb, Dane County, Wisconsin.



Legend:

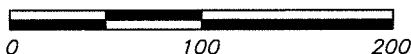
- = Found 1/2" Iron Bar
- = Found 3/4 Iron Bar
- ⊙ = Found 1" Iron Pipe
- = Found 1 1/4" Iron Pipe
- ⊙ = Found 1 1/4 Iron Bar
- = 3/4"x24" Iron Bar set
min.wt.=1.50#/ln.ft.

Bearings referenced to the North
line of the Northeast $\frac{1}{4}$ of
Section 11, bearing N89°57'28"E

Note:

All witness monuments were found and verified
per Dane County Public Land Survey Monument
Records.
-Corner ID No.: 40606020000, dated
01/17/1984
-Corner ID No.: 40606020020, dated
10/04/2012

SCALE 1" = 100'



SHEET 1 OF 4

Office Map No. **250293**

CERTIFIED SURVEY MAP NO. _____

VOLUME _____ PAGE _____

DOCUMENT NO. _____



P.O. Box 237
1677 N. Bristol Street
Sun Prairie, WI. 53590
Phone (608) 837-7463
Fax (608) 837-1081

Outlot 2, Certified Survey Map No. 15418, recorded in Volume 110 of Certified Survey Maps of Dane County on Pages 294-295, and All of Lot 6 and Part of Lot 7, Block 6, S. Martin's Addition to Mount Horeb located in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, T6N, R6E, Village of Mount Horeb, Dane County, Wisconsin.



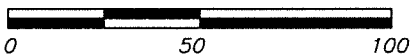
All witness monuments were found and verified per Dane County Public Land Survey Monument Records.
 -Corner ID No.: 40606020000, dated 01/17/1984
 -Corner ID No.: 40606020020, dated 10/04/2012

Legend:

- ⊙ = Found 3/4 Iron Bar
 ⊙ = Found 1" Iron Pipe
 ○ = 3/4"x24" Iron Bar set
 wt.=1.50#/ln.ft.

Bearings referenced to the North
line of the Northeast $\frac{1}{4}$ of
Section 11, bearing N89°57'28"E

SCALE 1" = 50'



CERTIFIED SURVEY MAP NO. _____
VOLUME _____ PAGE _____
DOCUMENT NO. _____



CERTIFIED SURVEY MAP

DATED: April 23, 2025

Birrenkott Surveying

P.O. Box 237
1677 N. Bristol Street
Sun Prairie, Wisconsin 53590
Phone (608) 837-7463
Fax (608) 837-1081

Surveyor's Certificate:

I, Chris K. Casson, hereby certify that this survey is in full compliance with Chapter 236.34 of Wisconsin Statutes. I also certify that by the direction of the owners listed hereon, I have surveyed and mapped the lands described hereon and that the map is a correct representation of all the exterior boundaries of the land surveyed and the division of that land, in accordance with the information provided.

Chris K. Casson, Professional Land Surveyor No. S-3264

Description:

Outlot 2, Certified Survey Map No. 15418, recorded in Volume 110 of Certified Survey Maps of Dane County on Pages 294-295, and All of Lot 6 and Part of Lot 7, Block 6, S. Martin's Addition to Mount Horeb located in the Southeast 1/4 of the Northeast 1/4 of Section 11, T6N, R6E, Village of Mount Horeb, Dane County, Wisconsin more fully described as follows: Commencing at the North 1/4 corner of Section 11 thence N89°57'28"E, 1817.16 feet; thence S00°01'05"E, 1508.16 feet to the Northeast corner of Outlot 2, Certified Survey Map No. 15418 and point of beginning; thence S00°01'05"E, 130.35 feet along the East line of said Outlot 2; thence S89°39'19"W, 50.00 feet along a Southerly line of said Outlot 2; thence S00°22'57"E, 150.13 feet along the East line of Lot 6, Block 6, S Martins Addition to Mount Horeb and the North right-of-way of Green Street; thence S89°42'17"W, 94.91 feet along said North right-of-way to the Southeast corner of Lot 1, Certified Survey Map No. 16648; thence N00°22'43"W, 150.06 feet along the East line of said Lot 1; thence N00°20'41"W, 88.60 feet along the East line of said Lot 1 and the West line of said Outlot 2; thence S89°39'19"W, 352.65 feet along said South line of Outlot 2; thence N00°15'26"E, 43.30 feet along said West line of said Outlot 2; thence N89°50'00"E, 497.84 feet along the North line of said Outlot 2 to the point of beginning. Containing 48,277 square feet or 1.108 acres.

Owner Certificate:

As owner, I, Joan E. Fargo, hereby certify that I have caused the lands described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required to be submitted to the Village of Mount Horeb for approval.

Joan E. Fargo, Owner

State of Wisconsin)

Dane County) ss Personally came before me this _____ day of _____, 2025, the above-named Joan E. Fargo, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin. My Commission Expires _____

Printed name

Village of Mount Horeb Approval Certificate

This Certified Survey Map, is hereby acknowledged, accepted and approved for recording by the Village of Mount Horeb Board action of _____, 2025.

Alyssa Gross, Clerk
Village of Mount Horeb

Dated _____

Notes:

- Wetlands, if present, have not been delineated
- This survey is subject to any and all easements and agreements both recorded and unrecorded.
- This survey shows above-ground improvements only; no guarantee is made for below-ground structures.

Surveyed for Owner/Divider:

Darryl Fargo
301 Tvedt Drive
Mount Horeb, WI 53572
(608)-203-3952

Register of Deeds Certificate:

Received for recording this _____ day of _____, 2025

Surveyed: TAS/PAW
Drawn: BTS
Checked: CKC
Approved: CKC
Field book:
Tape/File: J:\180790

at _____ o'clock ____ m and recorded in Volume _____ of Certified Survey
Maps of Dane County on Pages _____.

Kristi Chlebowski, Register of Deeds

Document No. _____

Sheet 3 of 4
Office Map No.: 250293

Certified Survey Map No. _____, Volume _____, Page _____



CERTIFIED SURVEY MAP DATED: April 23, 2025

**Birrenkott
Surveying**

P.O. Box 237
1677 N. Bristol Street
Sun Prairie, Wisconsin 53590
Phone (608) 837-7463
Fax (608) 837-1081

Owner Certificate:

As owner, we, Megan and Joshua Baker, hereby certify that we have caused the lands described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the Village of Mount Horeb for approval.

Megan Baker, Owner

Joshua Baker, Owner

State of Wisconsin)

Dane County) ss Personally came before me this _____ day of _____, 2025, the above-named Megan and Joshua Baker, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin.

My Commission Expires

Printed name

Surveyed for Owner/Divider:

Darryl Fargo
301 Tvedt Drive
Mount Horeb, WI 53572
(608)-203-3952

Surveyed: TAS/PAW
Drawn: BTS
Checked: CKC
Approved: CKC
Field book:
Tape/File: J:\180790

Document No. _____

Sheet 4 of 4
Office Map No.: 250293

Certified Survey Map No. _____, Volume _____, Page _____



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.e

Consideration of 3 lot CSM Dividing Outlot 4 of Fargo property, Tvedt Drive

BACKGROUND

This is a three-lot CSM submitted by Daryl Fargo to divide an existing outlot. This land has remained undeveloped since this subdivision was originally developed and this CSM triggers the required payment of \$61,423.28 in recapture fees to the original developer and the Village for infrastructure work done with the subdivision. The Village collects these fees from the applicant and settles the recapture agreement with the developer. The Village Engineer noted that some of the sewer and water laterals are close to the lot lines and that any unused laterals should be either capped or removed at the owner's cost. The CSM will also create dual-zoned lots, as the outlot portion is zoned R-2 and the lots that front on Tvedt Drive are Zoned R-2. The Plan Commission recommends approval contingent on the capping/removal of unused laterals, payment of the recapture fees and rezoning of the lots to one zoning category.

RECOMMENDATION

ATTACHMENTS

1. 2025-03-21 Joan Fargo Plan Commission App for Parcel Division with Map



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

PLAN COMMISSION APPLICATION

PROJECT NAME: Division of Single Tvedt Drive Parcel into Three Equal Parcels

Project Address 301 Tvedt Drive

Parcel Number: 06061117475

[Access Dane Link](#)

Zoning Map

Current Zoning R1 Residential

Future Land Use Zoning: R1 Residential

[\(select zoning layer in map\)](#)

[\(select future land use layer in map\)](#)

APPLICANT: Joan Fargo, Darryl Fargo Durable Power of Attorney-Financial

ADDRESS: Darryl - 504 Viking Road, Mt. Horeb, WI 53572

PHONE: (608) 347-4228

EMAIL: darrylfargo@charter.net

OWNER: Joan E. Fargo

ADDRESS: 471 Prairie Way, Apt. 1317, Verona, WI 53593

PHONE: (608) 438-8567

EMAIL: gofarnj38@gmail.com

PROJECT DESCRIPTION: Division of single Tvedt Drive parcel into three parcels of equal width of approximately 110' feet along Tvedt Drive to the north. Division also includes lot adjustments to the south property lines to meet the lot lines of Green street properties.

OWNER/APPLICANT SIGNATURE: Darryl N. Fargo **DATE:** 3-21-25

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	



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SURVEYING, INC.**

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Sun Prairie, WI. 53590
Phone (608) 837-7463
Fax (608) 837-1081

CERTIFIED SURVEY MAP

Outlot 2, Certified Survey Map No. 14982, recorded in Volume 105 of
Certified Survey Maps of Dane County on Pages 263-264, located in
the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, T6N, R6E, Village
of Mount Horeb, Dane County, Wisconsin



North 1/4 Corner
Section 11-6-6
Found Alum Mon

Northeast Corner
Section 11-6-6
Found Alum Mon

N 89°57'28" E 2641.40'
1817.16' 1508.16'

1285.03'

IVEDT STREET

New Parcel #1

New Parcel #2

New Parcel #3

LOT 14
ESTATES OF
HICKORY HILLS

OUTLOT 4

REVISED AND CONSOLIDATED ASSESSOR'S
PLAT OF MOUNT HOREB

OUTLOT 4

LOT 3
LAKE PARK
ADDITION
TO MT. HOREB

BLOCK 2

LOT 2
LAKE PARK
ADDITION
TO MT. HOREB

LOT 1
LAKE PARK
ADDITION
TO MT. HOREB

(N 00°36'07" E) (N 00°36'07" E)
(N 00°15'26" E) (N 00°15'26" E)

S 89°39'19" W 97.95'
OUTLOT 1
CSM NO. 14982
98.88'
S 89°39'19" W

N 00°20'41" W 88.60'
OUTLOT 1
13,274 S.F.
0.30 ACRES

S 89°39'19" W 104.88'
OUTLOT 3
CSM NO. 14982
104.88'
S 89°39'19" W

N 00°20'41" W 88.60'
OUTLOT 2
34,033 S.F.
0.78 ACRES

130.35'

(S 00°19'36" W) (S 00°19'36" W)

LOT 1
IVEDT
ADDITION

LOT 14

LOT 13

LOT 12

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

S. MARTINS ADDITION TO MOUNT HOREB

S. MARTINS ADDITION TO MOUNT HOREB

GREEN STREET



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.f

Recommendation of Extraterritorial CSM, 9621 Red Fox Drive Z&L Properties

BACKGROUND

This is an Extraterritorial CSM in the Town of Blue Mounds splitting 1-4-acre lot into 2, 2-acre lots in an existing business park for the future home of Viva Infusions. Staff have no issues with the CSM and recommend approval. The Plan Commission recommends approval.

RECOMMENDATION

ATTACHMENTS

1. ET CSM Viva Infusions 9621 Red Fox Drive



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

PLAN COMMISSION APPLICATION

PROJECT NAME: Viva Infusions

Project Address 9621 Red Fox Drive Parcel Number: 010/0606-134-8810-0

[Access Dane Link](#)

Zoning Map

Current Zoning Commercial Future Land Use Zoning: Commercial
(select zoning layer in map) (select future land use layer in map)

APPLICANT: <u>ZBL Properties LLC.</u>	
ADDRESS: <u>2581 State Hwy 92 Mt. Horeb</u>	
PHONE: <u>608-437-9595</u>	EMAIL: <u>JamesL@PremierbuildingSolutions.Biz</u>

OWNER: <u>ZBL Properties LLC.</u>	
ADDRESS: <u>2581 State Hwy 92 Mt. Horeb</u>	
PHONE: <u>608-437-9595</u>	EMAIL: <u>JamesL@PremierbuildingSolutions.Biz</u>

PROJECT DESCRIPTION: Split lot 1 (4 Acres) into 2 lots 2 Acres each. One lot will be sold for Viva Infusions Project. See Attached Proposed CSM

OWNER/APPLICANT SIGNATURE: [Signature] DATE: 3/18/25

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>	<u>Schedule</u>		
☒	Certified Survey Map Extraterritorial <i>scroll to Section 18.61 in schedule</i>	<u>Schedule</u>		
☐	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	

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 as 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:

LOT 1 OF CSM 15586, RECORDED IN VOLUME 112 ON PAGES 313-315 OF CERTIFIED SURVEY MAPS AS DOCUMENT NUMBER 5686957 AT THE DANE COUNTY REGISTER OF DEEDS OFFICE, BEING PART OF THE NW ¼ OF THE SE ¼ OF SECTION 13, TOWN 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN.

FIELDWORK COMPLETED: JUNE 20, 2024

JOB NUMBER: V31010

SURVEYED BY: NOAH E. ANLIKER, P.L.S., S-3265
JEWELL ASSOCIATES ENGINEERS, INC.
560 SUNRISE DRIVE
SPRING GREEN, WI 53588

LEGEND

SECTION CORNER MONUMENT
FOUND AS NOTED

SET $\frac{3}{4}$ " ϕ X 24" LONG IRON REBAR
WEIGHING 1.502 LB./FT.

FOUND $\frac{3}{4}$ " ϕ IRON REBAR

RECORDED AS

BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SE¼ OF SECTION 13, T6N, R6E, WHICH BEARS N00°08'47"E ACCORDING TO WISCRS, DANE COUNTY, NAD 83(2011)

SCALE: 1"=100'

C $\frac{1}{4}$ CORNER, SEC. 13, T6N, R6E.
FOUND RAILROAD SPIKE.
WITNESS TIES FOUND AND VERIFIED.

CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	256.52'	383.00'	38°22'28"	251.75'	N70° 48' 25"E (N70° 48' 25"E)
C2	73.92'	314.00'	13°29'19"	73.75'	N58° 21' 50"E (N58° 22' 11"W)

LOT 1
TOTAL AREA =
2.00 ACRES
87,120 SQ. FT.

LOT 2
TOTAL AREA =
2.00 ACRES
87,120 SQ. FT.

SHEET 1 OF 3

JEWELL
associates engineers, inc.
Engineers - Architects - Surveyors

Certified Survey Map No. _____

LOT 1 OF CSM 15586, RECORDED IN VOLUME 112 ON PAGES 313-315 OF CERTIFIED SURVEY MAPS AS DOCUMENT NUMBER 5686957 AT THE DANE COUNTY REGISTER OF DEEDS OFFICE, BEING PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 13, TOWN 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, NOAH E. ANLIKER, PROFESSIONAL WISCONSIN LAND SURVEYOR S-3265, HEREBY CERTIFY:

THAT I MADE THIS SURVEY, DIVISION, AND MAP OF THE LAND HEREIN DESCRIBED BY THE DIRECTION OF Z & L PROPERTIES LLC, OWNER;

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND;

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING, AND MAPPING THE LAND DESCRIBED HEREIN;

THAT THIS SURVEY COMPLIES WITH THE PROVISIONS OF CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THIS MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF;

THAT I HAVE FULLY COMPLIED WITH THE TOWN OF BLUE MOUNDS AND DANE COUNTY LAND DIVISION AND SUBDIVISION ORDINANCES;

THAT THIS LAND IS ALL OF LOT 1 OF CSM 15586, RECORDED IN VOLUME 112, PAGES 313-315 OF CERTIFIED SURVEY MAPS AS DOCUMENT NUMBER 5686957, LOCATED IN THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 13, TOWN 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN.

BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER (S $\frac{1}{4}$) OF SAID SECTION 13;

THENCE N00°08'47"E, 1329.06 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$);

THENCE N89°48'03"E, 184.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;

THENCE N00° 11' 57"W, 121.31 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF RED FOX DRIVE;

THENCE N89° 59' 39"E, 109.74 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE 256.52 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE TO THE LEFT WHOSE RADIUS IS 383.00 FEET AND WHOSE CHORD BEARS N70° 48' 25"E, 251.75 FEET;

THENCE N51° 37' 11"E, 265.48 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE 73.92 FEET ALONG A CURVE TO THE RIGHT WHOSE RADIUS IS 314.00 FEET AND WHOSE CHORD BEARS N58° 21' 50"E, 73.75 FEET;

THENCE N65° 06' 30"E, 47.86 FEET;

THENCE S15° 05' 22"E, 440.22 FEET;

THENCE S89° 48' 03"W, 776.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 4.00 ACRES (174,240 SQ. FT.) MORE OR LESS.

NOAH E. ANLIKER
PROFESSIONAL LAND SURVEYOR, S-3265

DATE

OWNER'S CERTIFICATE

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AS REPRESENTED ON THE CERTIFIED SURVEY MAP. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY SEC. 75.17(1)(a), DANE COUNTY CODE OF ORDINANCES, TO BE SUBMITTED TO DANE COUNTY ZONING AND LAND REGULATION COMMITTEE FOR APPROVAL.

REPRESENTATIVE
Z & L PROPERTIES LLC

DATE

STATE OF WISCONSIN)
)ss

COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2025, THE ABOVE NAMED REPRESENTATIVE FOR Z & L PROPERTIES LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY SEAL _____ NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES: _____

JEWELL
associates engineers, inc.
Engineers - Architects - Surveyors

Certified Survey Map No. _____

LOT 1 OF CSM 15586, RECORDED IN VOLUME 112 ON PAGES 313-315 OF CERTIFIED SURVEY MAPS AS DOCUMENT NUMBER 5686957 AT THE DANE COUNTY REGISTER OF DEEDS OFFICE, BEING PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 13, TOWN 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN.

TOWN OF BLUE MOUNDS BOARD RESOLUTION

I HEREBY CERTIFY THAT THIS CERTIFIED SURVEY IS APPROVED FOR RECORDING BY:

AMANDA BURGHY
TOWN CLERK/ TREASURER

DATE

NOTE:

REFER TO BUILDING SITE INFORMATION CONTAINED IN THE DANE COUNTY SOIL SURVEY.

DANE COUNTY APPROVAL

APPROVED FOR RECORDING PER DANE COUNTY ZONING AND LAND REGULATION COMMITTEE.

DANIEL EVERSON
ASSISTANT ZONING ADMINISTRATOR

DATE

REGISTER OF DEEDS

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2023 AT _____ O'CLOCK _____ M. AND
RECORDED IN VOLUME _____ OF DANE COUNTY CERTIFIED SURVEYS ON PAGES _____ THROUGH _____.

KRISTI CHLEBOWSKI
REGISTER OF DEEDS

DATE

JEWELL
associates engineers, inc.
Engineers - Architects - Surveyors



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

AGENDA ITEM # 6.a

Consideration of Proclamation for 50th Anniversary of the Mount Horeb Area Historical Society

BACKGROUND

RECOMMENDATION

President Czyzewski is proposing the attached proclamation from the Village Board congratulating the Mount Horeb Area Historical Society for 50 years of service.

ATTACHMENTS

1. Historical Society Proclamation



HERITAGE
COMMUNITY
OPPORTUNITY

Village of Mount Horeb

138 E Main Street

Mount Horeb, WI 53572

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

Email: mhinfo@mounthorebwi.info Website: www.mounthorebwi.info

PROCLAMATION FOR 50TH ANNIVERSARY OF THE MOUNT HOREB AREA HISTORICAL SOCIETY

Whereas, the Mount Horeb Area Historical Society was founded in 1975 with a mission to collect, preserve and make accessible the physical remnants of the human and natural history of the Mount Horeb area for the purpose of sharing the broader histories and prehistories of America through a localized lens; and

Whereas, for fifty years, the Society has served as a steward of the past, collecting and conserving invaluable artifacts, photographs, documents, and oral histories that tell the story of our community; and

Whereas, through its dedication to education, the Historical Society has fostered a deeper public appreciation of local history through exhibits, publications, events, and the operation of the Driftless Historium Museum & Research Center; and

Whereas, the Society has been instrumental in cultivating civic pride, strengthening cultural identity, and connecting generations through the shared legacy of our forebears; and

Whereas, this milestone anniversary offers a moment to recognize the countless volunteers, staff, members, and supporters who have sustained and advanced the Society's mission for half a century;

NOW, THEREFORE, BE IT PROCLAIMED, by the Mount Horeb Village Board that we hereby support the Mount Horeb Area Historical Society in its efforts to capture the history of our community by celebrating its 50th Year Golden Jubilee. We call upon the residents of Mount Horeb to join in the celebration and well wishes.

DATED this 7th day of May 2025.

Signed: _____
Ryan Czyzewski, Village President



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.b

Consideration of Proclamation Recognizing Public Service Week 2025

BACKGROUND

President Czyzewski has prepared the attached proclamation recognizing Public Service week work to thank the Village workers for their dedicated service.

RECOMMENDATION

ATTACHMENTS

1. Public Service Week 2025



Proclamation for Public Service Recognition Week

Whereas, the men and women who serve in our public service sector are the backbone of our Village government and play a vital role in ensuring the well-being of our community; and

Whereas, these dedicated public servants work tirelessly to provide essential services to our Village, maintaining our roads, parks, and infrastructure, ensuring the safety of our community, and continuously striving to offer high quality of services and amenities for our residents and businesses,

Whereas, Public Service Recognition Week offers an opportunity to honor and recognize the tireless efforts of our public servants, who work selflessly day in and day out to serve the public good;

Let us recognize the outstanding work and dedication of our public servants, and let us express our heartfelt thanks for their commitment to the public good. Together, let us honor and celebrate the vital role of public service in our communities and our nation.

NOW, THEREFORE, I, Ryan Czyzewski, do hereby proclaim the week of May 11th through May 17th, 2025, as Public Service Recognition Week in the Village. I call upon all Village residents to join me in recognizing the hard work, dedication, and sacrifice of our public servants.

Ryan Czyzewski, Village President



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 OF MOUNT HOREB

RESOLUTION 2025-05

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/or 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.

The above resolution was duly adopted by the Village Board of the Village of Mount Horeb, Dane County, Wisconsin, this 7th day of May, 2025.

By: _____

Ryan Czyzewski, Village President

ATTEST:

Alyssa Gaffney, Village Clerk



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.d

Consideration of Ordinance 2025-06 Regulating Electronic Smoking Retailers

BACKGROUND

Last fall, we adopted a moratorium on electronic smoking retailers so we could research the issue as it has a potential negative effect, especially on the youth of Mount Horeb. The foundation for the draft ordinance was the recently adopted ordinance from Monona, but we also tailored the ordinance based on feedback from the Village Planner and Attorney to make it more clearly defined. The ordinance establishes definitions, establishes zoning districts where the use is permitted, prohibited and conditional and establishes distances from land uses where the use is prohibited. We had our planners prepare the attached map so we had a visual representation of the areas the use would be allowed.

RECOMMENDATION

ATTACHMENTS

1. Ord 2025-06 Electronic Smoking Retailers
2. Mount Horeb Electronic Smoking Limits ZONING Map - 3-26-2025 (1)

**VILLAGE OF MOUNT HOREB
ORDINANCE 2025-04**

**AMENDING THE ZONING CODE WITH RESPECT TO ELECTRONIC SMOKING
RETAILERS**

The Village Board of the Village of Mount Horeb, Dane County, Wisconsin, do ordain as follows:

§ 17.151.5 Electronic Smoking Retailers

1. Definitions. The following definitions shall apply to this section:

DAYCARE CENTER

Any daycare facility registered and licensed with the Wisconsin Department of Children and Families operating within the Village of Mount Horeb.

ELECTRONIC SMOKING DEVICE

An electronic device that can be used to deliver an inhaled dose of nicotine or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. It includes any such device whether manufactured, distributed, marketed, or sold as an electronic cigarette, commonly known as e- cigarettes; an electronic cigar; an electronic cigarillo; an electronic pipe; an electronic hookah; vape pen; or any other product name or descriptor.

ELECTRONIC SMOKING DEVICE PARAPHERNALIA

A cartridge, cartomizer, e-liquid, smoke juice, tip, atomizer, electronic smoking device battery, electronic smoking device charger, and any other item specifically designed for the preparation, charging, or use of electronic smoking devices. It does not include any cigarette, as defined in § 139.30(1m) Wis. Stats., nicotine product, as defined in § 134.66(1)(f), Wis. Stats., or tobacco products, as defined in § 139.75(12), Wis. Stats.

ELECTRONIC SMOKING RETAILER

An establishment selling electronic smoking devices or electronic smoking device paraphernalia that has 10 percent or more of the establishment's floor space dedicated to, or more than 10 percent of the establishment's stock-in-trade consisting of, electronic smoking devices or electronic smoking device paraphernalia.

LIBRARY

The Mount Horeb Public Library.

PARKS AND PLAYGROUNDS

Any Village-owned Community or Neighborhood Park as defined with the Village's Comprehensive Outdoor Recreation Plan or Comprehensive Plan

- 2. Prohibited Uses.** Electronic Smoking Retailers are prohibited uses in the following zoning districts:
 - a. R-1 Single-Family Residential District
 - b. R-2 Residential District
 - c. R-3 Multifamily Residential District
 - d. R-4 Elderly Housing Residential District
 - e. NB Neighborhood Business
 - f. CB Central Business District
 - g. Main Street Business District
 - h. I-2 General Industrial District
 - i. A-1 Agricultural District
 - j. Recreation Business District
 - k. CO-1 Conservancy District
- 3. Limited Permitted Uses.** Electronic Smoking Retailers are permitted within the following zoning districts provided they comply with the geographical restrictions and conditions stated below in this section:
 - a. PB Planned Business District
 - b. I-1 Restricted Industrial District
 - c. PI Planned Industrial District
- 4. Geographical Restrictions.** No Electronic Smoking Retailer shall be located within any of the following:
 - a. 750 feet of any elementary or secondary school, library, day care center, park or playground.
 - b. 750 feet of any premises holding an Electronic Smoking Retailer license.
- 5. Conditions.** No Electronic Smoking Retailer shall be permitted unless all of the following conditions are satisfied:
 - a. All applicable licenses as required by section 12.01 have been obtained.
 - b. To be allowed in a Planned Unit Development zoning district, electronic smoking retailer would need to be a permitted use or conditional use in the underlying zoning district.
 - c. The entire parcel proposed for an electronic smoking retailer must be outside of the 750 radius prohibition radius.

The above and foregoing ordinance was duly adopted by the Village Board of the Village of Mount Horeb at its regular meeting held on May 7, 2025.

APPROVED:

Ryan Czyzewski, Village President

ATTEST:

Alyssa Gaffney, Village Clerk

APPROVED: _____

PUBLISHED/POSTED: _____

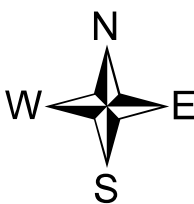
Village of Mt. Horeb Electronic Smoking Retailer
Eligible Zoning and Moratorium Map

- Village of Mount Horeb
- Electronic Smoking Retailer Moratorium Area (750-ft Radius)
- Community Facility Moratorium Area (750-ft Radius)
- Zoning Districts Eligible for E-Smoking Retailers***
 - PB - Planned Business
 - PI - Planned Industrial
 - I-1 - Restricted Industrial

*Note: Planned Unit Developments (PUD) are not included.

3/26/2025

750
Feet





AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

AGENDA ITEM # 6.e

Review of Village Strategic Plan

BACKGROUND

Administrator Owen and President Czyzewski will provide an overview of the Village's strategic plan created in winter 2023-2024. Discussion will be held on how the plan has been addressed so far, what challenges need to be overcome, and provide general feedback and guidance for budgets, timelines, and operations. A copy of the approved Strategic Plan is included in the meeting packet.

RECOMMENDATION

ATTACHMENTS

1. 2023 Strategic Planning Summary



HERITAGE
COMMUNITY
OPPORTUNITY

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 of Mount Horeb



2023 Strategic Planning Summary

2023 Village of Mount Horeb Strategic Planning Summary

In November 2023 the Mount Horeb Village Board and Village Department Heads participated in a Strategic Planning session. The Village's last Strategic Planning session was conducted in Fall 2019. The goals of the session included:

- Help participants further understand Board member and staff values & goals
- Help prioritize Village resources for future planning, policies, and resource allocation (including staffing needs, operating budgets, debt), especially for items identified in the Comprehensive Plan
- Further understand internal & external perceptions of the Village and identify peer communities
- Help Identify the barriers and challenges to overcome in order to achieve goals
- Document the outcomes to be a resource and communication tool for Board members, staff, and public

Village Administrator Nic Own, President Ryan Czyzewski, and economic development consultant Kristen Fish-Peterson, Principal and CEO of Redevelopment Resources, worked together to plan the session goals and data collection methods. As part of the planning process, Board members and Staff were surveyed prior to the session on the following:

- Village Strengths, Weaknesses, Opportunities, and Threats (SWOT Analysis)
- Who they identify as Peer Communities
- Brick and Mortar priorities
- Internal Operations\Policy priorities
- Top complaints & compliments from citizens
- What their top priorities would be with an unlimited budget

Redevelopment Resources collected, analyzed, and presented the data for the session's discussions.

Mission, Vision, Core Values

Before discussion on the survey analysis began, participants were reintroduced to the Village's Mission, Vision Statement, and Core Values created in the last Strategic Planning Process. The participants agreed these should be kept intact, with potential for review in the future.

Village Mission: *Heritage. Community. Opportunity.*

Village Vision: *We provide outstanding service, guide sustainable growth, value diversity and inclusion, and enhance the quality of life for all.*

Village Core Values: *Quality Customer Service, Financial Stability, Friendly Community, Pride, Strong Leadership, Fun*

Peer Communities

The exercise of identifying peer communities was designed to give participants and the community an idea of what other municipalities it can benchmark against. These are communities the Village is likely to be competing with for residents, businesses, and visitors. In order to best compete, it is helpful for the Board and staff to understand more about these peer communities.

The most commonly identified Peer Communities were Oregon, Stoughton, McFarland, and Cottage Grove. Others identified but not included in analysis were Cross Plains, DeForest, New Glarus (all by two participants), and single responses of Waunakee, Monroe, Jefferson, Hales Corners, Prairie du Sac, Monona and Verona. All are worth further consideration for analysis and ideas.

Demographics

	Mount Horeb	Oregon	Stoughton	Cottage Grove	McFarland
Population	7,850	11,346	13,507	7,403	9,125
Median Household Income	\$ 90,814	\$ 101,246	\$ 82,555	\$ 104,515	\$ 99,536
Median Age	37.3	40.9	41.4	39.5	42.4
Average Household Size	2.54	2.55	2.37	2.69	2.52
# Housing Units	3,164	6,842	5,958	4,352	5,405
% Owner Occupied	67.3%	77.4%	69.1%	81.1%	78.1%
% Renter Occupied	29.2%	20.5%	25.0%	16.2%	18.3%
% Vacant	3.4%	2.1%	5.9%	2.7%	3.6%
Median Home Value	\$ 352,313	\$ 374,133	\$ 282,423	\$ 370,615	\$ 362,754
Per Capita Income	\$ 41,662	\$ 51,043	\$ 41,076	\$ 48,578	\$ 49,803

Tax base Comparison

	Mount Horeb	Oregon	Stoughton	Cottage Grove	McFarland
Aggregate Assessed Value	\$1,182,610,800	\$1,772,574,660	\$1,721,994,500	\$1,013,484,200	\$1,550,015,000
Residential - Class 1					
Total Value of Land and Improvements	\$952,443,300	\$1,551,852,860	\$1,320,984,500	\$729,003,500	\$1,272,359,000
# of Acres	832	1112	1253	773	883
Commercial - Class 2					
Total Value of Land and Improvements	\$222,606,500	\$179,110,400	\$319,090,900	\$264,065,600	\$262,560,000
#of Acres	197	444	423	561	393
Manufacturing - Class 3					
Total Value of Land and Improvements	\$1,428,200	\$31,425,200	\$54,116,700	\$6,914,200	\$6,057,600
# of Acres	10	80	228	28	13
Agricultural - Class 4					
Total Value of Land and Improvements	\$26,000	\$23,600	\$208,300	\$249,400	\$165,500
# of Acres	69	69	579	724	478
Undeveloped - Class 5					
Total Value of Land and Improvements	\$4,300	\$1,000	\$48,200	\$96,000	\$205,400
# of Acres	8	4	43	85	150

Tax Rate & Utility Comparison

	Mount Horeb	Oregon	Stoughton	Cottage Grove	McFarland
School District Rate	10.05	10.22	7.83	10.982	8.95
Municipality Rate¹	7.8 (6.32)	5.61 (5.39)	7.23 (7.0101)	6.68 (6.79)	6.3
Tech College Rate	0.94	0.73	0.74	0.77	0.75
Dane County	3.57	2.76	2.8	3.25	2.86
Total Tax Rate	22.36	19.32	18.6	21.68	18.86
School credit	-1.53	-1.6	-1.43	-1.67	-1.5
Net mil rate	20.83	17.72	17.17	20.01	17.36
AccessDane Net rate	0.020832397	0.017721214	0.01717257	0.020010144	0.017355376
Average Assessment Ratio ³	0.7616	0.9882	0.9709	0.9387	0.9511
Fair Market value rate ⁴	15.87	17.51	16.67	18.87	16.51
<i>*2022 Tax Rates are shown above. (without TID)</i>					
School District Rate	8.09	9.716	7.12	13.242	8.281
Municipality Rate	5.19 (5.146)	5.29 (est 5.14)	6.76 (est 6.5137)	7.09 (est 7.09)	6.09
Tech College Rate	0.67	0.68	0.69	0.81	0.691
Dane County	2.75	2.83	2.86	3.79	2.88
Total mil Rate	16.7	18.51	17.43	24.94	17.942
School credit	-1.29	-1.81	-1.52	-1.89	-1.6786
Net mil rate	15.41	16.7	15.91	23.046	16.25759
AccessDane Net rate	0.015412008	0.016685723	0.015910000	0.023046298	0.162575940
Average Assessment Ratio	1.0021	0.9737	0.9632	0.816	0.958
Fair Market value rate ⁴	15.44	16.25	15.32	18.81	15.57
<i>*2023 Tax Rates are shown above (without TID)</i>					
Water Rate	\$3.10 per 1,000 gal	\$3.18 per 1,000 gal	\$3.55 per 1,000 gal	\$3.93 per 1,000 gal	\$2.76 per 1,000 gal
Wastewater Rate	\$11.50 per 1,000 gal	\$4.66 per 1,000 gal	\$5.05 per 1,000 gal	\$7.77 per 1,000 gal	\$5.50 per 1,000 gal
Stormwater Rate			\$6.76/month		\$7.42/month
Electric Rate	\$0.1199 per kWh	\$0.168 per kWh ⁵	\$0.0981 per kWh	\$0.168 per kWh ⁵	\$0.168 per kWh ⁵
Electric Rate Avg 600Kwh ⁵	\$74.10		\$75.87		
<i>*Utility rate information was taken from each municipality's website.</i>					

- 1 - from budget docs-calculation without TID
- 2 - uses Monona Grove School District
- 3 - The closer to 1.0, the more comparable the absolute mil rates are
- 4 - Reported by Wisconsin State Journal - Gives a better comparison between municipalities with divergent assessment ratios
- 5 - Average monthly bill 2023 per PSC website, note-MH had mid-year increase
- 6 - Alliant Energy, data average, increasing rates in 2024 & 2025

SWOT Analysis

A SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis can help an organization assess internal and external factors that help or hinder its mission and vision.

There were several common themes identified by participants in the SWOT analysis (most common are **bolded**):

Strengths of the operation of the Village of Mount Horeb

- **Staff and Department heads** - knowledgeable, work well together, fiscally responsible, collaboration with board, supported by and supporting the Board
- Infrastructure – well maintained, quality **services**
- Government environment – **financial responsibility**, open governance, citizen committee structure, partnerships with Chamber & Schools District, organized, good finances

Weaknesses of the operation of the Village of Mount Horeb

- **Lack of resources** – implementing change takes longer, compensation, delays cause inconsistency on progress, limited parkland & housing, causes staffing issues
- Staffing issues – low compensation, **understaffed** departments, turnover, lack of mentoring/transition planning
- **Communications** – to/from public, inter-department, inconsistent
- **Reactive** culture – slows decision making process, developer oversight, not think outside box
- Slow Commercial Development

Opportunities of the operation of the Village of Mount Horeb

- **Growth** (8) – residential, commercial, tax base, business park, cultural amenities
- **Communication** (5) – host listening sessions, expand social media presence, internal focus
- Village Board education – interact with and use Village services,
- Staffing (4) – investment in employee training, succession planning, and compensation
- **Land acquisition** – business park, parkland, housing, parking

Threats/Challenges of the operation of the Village of Mount Horeb

- **Employee Turnover & Recruitment** (12) – wages, burnout, dissatisfaction, local affordability
- **Finances** (7) – rising costs, inflation, revenue limits, aging infrastructure, macro economic changes
- Developments – inconsistency in process, public input, accountability on developments
- Bedrock and topography, climate change, weather extremes strain infrastructure, supply chain, state legislative changes

Views from the Public

The Village Board and employees are charged with serving in the best interests of the Village. This can take many forms, and with limited resources not all wants and needs can be immediately met. Often the prioritization and expectations of stakeholders do not match, leading to complaints or disapproval. When the prioritization and expectations of stakeholders do match, the community may sometimes share compliments or approval.

Compliments

To help understand how the public positively views the Village (could include governance, operations amenities, culture), participants were asked to share the most common compliments they receive about the Village. Common responses revolved around:

- Quality staff, responsive, friendly, professional
- Small town feel, downtown feels like a place, clean main arteries
- Great restaurants
- Residents come together to help those in need, close knit community
- Great quality and quantity of parks, schools, programs, events

Complaints

An organization and its stakeholders are more likely to hear complaints from the public, and Mount Horeb is no exception. Participants shared the most common complaints they receive, which fall into the following themes:

- Lack of communication to employees and residents
- High taxes
- Short on commercial tax base
- Parking at library, downtown, at schools
- Service issues on snow removal, utilities, garbage pickup, yard waste (not picked up daily)
- Need more pushback to developers
- Leadership needs to be stronger
- Lack of childcare
- Things aren't how they use to be
- High cost of housing
- Need more park athletic fields/indoor recreation space

Wish List

Municipal governments are always shorter on funds than what it would need to achieve the goals and its plans for the future. That barrier often gets in the way of 'big picture' planning and affects prioritizing opportunities. To help overcome that barrier, participants were asked to identify their top 3 priorities if they had an unlimited budget or resources. Responses included:

- **Buy Land** - The top priority by far was buying land (19 mentions). Uses included housing, business park, parks, recreation center, senior center, combined recreation/senior center, athletic fields, parking lot, TID 3 land, and an arts and cultural center
- Staff evaluations, pay market (competitive) wages, offer healthcare options supporting specialties & preventative care
- Infrastructure updates & upgrades
- Underground parking downtown
- Expand library
- Aquatic Center
- Reduce debt
- Community car service/transportation
- Address housing shortage
- Cut taxes
- Invest in sustainable opportunities for development

Priorities

Knowing the Village does have limited resources, it needs to prioritize its time and money in order to achieve even incremental change and growth. The participants were provided with a list of items identified in the Comprehensive Plan, Committee discussions, staff feedback, and public input.

Brick and Mortar

Participants were asked how the Village should prioritize 'brick and mortar' items, with the following list created after weighing the responses:

1. Streets, utilities, transportation, traffic safety, lighting, other village infrastructure
2. Commercial Development
3. Downtown Development
4. Parkland and Recreation
5. Housing
6. Senior Center Facilities
7. Library facilities/expansion

Several items had sub-categories where components were further priorities as follows:

Commercial Development	Downtown Development	Housing	Parks
New business park	Infrastructure	Single family	New parkland
TID 3 completion	Retail businesses	Senior	Grundahl Park
TID 5 development	Service businesses	Workforce/affordable	Fundraising/development strategies & procedures
Non-TID infill	Amenities	Multi-family	Indoor facilities
	Residential	Group home	Partnerships with MHASD & County/State

Internal Policy

Participants were also asked how the Village should prioritize the operations, functions, and policies of the Village, with the following list created after weighing the responses:

1. Internal staffing (including more competitive compensation, econ dev position, committee structure, succession planning)
2. Citizen Communication
3. Ordinance modernization, zoning code updates
4. Mil rate (goals for changes, competitiveness, benchmarks with peers)
5. Relationships with adjacent townships
6. Policy for disposition of Village-owned property
7. Tourism Commission inclusion of other municipalities
8. Sustainability integration

Several other priorities were identified by respondents that were not anticipated in the initial data collection. They will be included in the strategies and action plans going forward.

- Incorporation Historic preservation committee into Village government
- Recruiting Village Board and Committee members with professional experience beneficial to the Village and can make informed independent of outside political influence
- Efficiency of service provisions
- Future of existing swimming pool

Priority Ranks with Activities/Action Items

For the final exercise of the evening, the participants broke into small groups. They further ranked their top 3 of the previously identified priorities. The participants were asked to analyze the group's top 3 priorities and suggest activities or action items to help achieve implementation/improvement.

1. Commercial Development and Downtown (4 groups ranked top priority)
 - Research and purchase land and establish a business park
 - Expand outreach to developers and new & existing businesses
 - Recruit board and committee members with development background
 - Ordinance and zoning code update
 - Implement downtown plan, Phase II
 - Improve relationships with other municipalities
 - Analyze and strategize how to attract development on infill sites
 - Create housing diversity downtown
 - Continue façade grant program
2. Streets, Utilities, Transportation and Other Village Infrastructure (4)
 - Maintain current service levels
 - Focus on all internal policies, internal staffing levels and employee training
 - Code updates
 - Study enhancements/expansion to meet needs
 - Conduct a public survey to determine needs
 - Explore new technology and methods for better efficiency
3. Internal Staffing (3)
 - Conduct succession planning and contingency
 - Update wages and benefits for more competitive compensation
 - Improve department cohesion, team building
 - Decide on proper levels of staffing
 - Create a staff retention plan
 - Present compensation breakdown to staff
 - Conduct analysis of full time economic development staff vs. part time consultant
4. Parks (3)
 - Buy new park land
 - Conduct community-wide survey re: parks
 - Partner with the County for a dog park
 - Think outside the box using meetings and methods to acquire new park land
 - Create more pedestrian connections to parks

5. Communications (2)
 - Host regular cross dept. meetings to discuss and help solve existing problems
 - Establish communication protocols
 - Create a clear path/flow to direct questions and complaints
 - Conduct analysis of communication with developers and the general public
 - Conduct analysis of communication on development process
 - Establish communication protocol between staff and elected officials
 - Create internal process for transition of Village owned property
6. Housing (1)
 - Annex land
 - Coordinate for mixed use, single family, multi-family
 - Allow ADUs
 - Update zoning code to allow more housing options by right
7. Taxes (1)
 - Create strategies to reduce tax burden for home-owners
 - Buy property for commercial use/business park
 - Pursue non-property tax revenue opportunities
 - Formalize PILOT process and expectations of tax exempt entities
8. Sustainability Integration (1)
 - Research solar and renewable integration
 - Partner with businesses and schools to share costs and opportunities
 - Find federal and state funding to support sustainability efforts

The expectation is these activities and action items will be further developed and added to by staff, the Board, and committees to help meet the mission and needs of the Village. There may be a follow up meeting among just the Board and/or just Department Heads to further delve into the outcomes. The participant agreed that it is beneficial to conduct a full joint strategic planning session (or update) every few years.

Next Steps

The next steps of the Strategic Plan implementation include:

- Sharing a summary of the documented outcomes with participants and adding any additional information not identified in the documentation they provide feedback on
- Presenting the updated summary at the Village Board and Department Head levels, then further shared with staff and committees
- Sharing the summary with the public
- Begin/Continue working at the Department and Committee levels on further prioritizing action items and ways to allocate resources
- Provide the Summary to any new Trustees and staff



AGENDA ITEM REPORT

MEETING DATE

May 7, 2025

PREPARED BY

AGENDA ITEM # 6.f

Consider Annual Ethics Policy review

BACKGROUND

This agenda item is to educate new and existing Board members and propose any modifications before Committees and Commissions have their annual reminder of it at their 1st meeting after May 1st per President Czyzewski's recommendation. No changes are currently proposed. Chairs are asked to ensure this is presented at their next meetings.

RECOMMENDATION

ATTACHMENTS

1. Code of Ethics Adopted

Ethics Code

1. Statement of Purpose.

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

2. Definitions.

The following definitions shall be applicable in this Chapter:

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

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

3. Statutory Standards of Conduct.

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

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

4. Responsibility of Public Office.

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

5. Dedicated Service.

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

6. Fair and Equal Treatment.

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

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

7. Conflict of Interest.

(a) Financial and Personal Interest Prohibited.

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

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

(c) Gifts and Favors.

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

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

8. Advisory Opinions.

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

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

9. Hiring Relatives.

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

10. Employees Covered by Collective Bargaining Agreements.

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

11. Employee Protection.

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