



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, August 6, 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
- 5) Consent Agenda
 - a. Consideration of July 02, 2025 Meeting Minutes
 - b. Consideration of Ordinance 2025-09 Amending Certified Municipality Status Regarding Commercial Plan Review
 - c. Consideration of Application for ETJ Certified Survey Map, Helen Witte, 801 Hamilton Street
 - d. Consideration of Ordinance 2025-10 Rezone for 303-305-307 Tvedt Drive from R-2 Two-Family Residential to R-1 Single Family Residential
 - e. Consideration of Ordinance 2025-12 Changing Title of Emergency Government Director to Emergency Management Director
 - f. Consideration of Pay Request #4 for Contract 25-101 - 2025 Street Improvements Project
 - g. Consideration of Operator License application that was reviewed by the Public Safety Committee- Heather Meier
- 6) Agenda Items
 - a. Consideration of Appointment to Vacant Village Trustee Seat
 - b. Trustee-Oath/Swearing in
 - c. Consideration of Revisions to Village Committee Assignments
 - d. Consideration of Proclamation Recognizing Ron Haag's Contributions to the Village
 - e. Consideration of Renewal of School Resource Officer Agreement with Mount Horeb Area School District

- f. Consideration of Wisconsin Professional Police Association 2026-2028 Contract
 - g. Consideration of Boundary Agreement with the Town of Vermont
 - h. Consideration of Development Agreement for Public Improvements for Brookstone Hills Subdivision
 - i. Consideration of Resolution 2025-10, "Authorizing the Issuance and Sale of Up to \$1,871,833 General Obligation Water System Promissory Notes, Series 2025 and Providing for Other Details and Covenants with Respect Thereto"
 - j. Rezone Ordinance and Certified Survey Map for Multi-Family Project at 101 Perimeter Rd, JT Klein Company Inc
 - 1. Consideration of Ordinance 2025-11, "An Ordinance changing the Zoning Classification from PB Planned Business to PD Planned Development for Parcel 0606-124-0065-1 at 101 Perimeter Rd."
 - 2. Consideration of CSM for 101 Perimeter RD, JT Klein Companies
 - k. Consideration of Public Comment Notice for Agendas
- 7) Committee Reports:
- a. Community Development Authority
 - b. Dane County Cities & Villages Association Report
 - c. Finance/Personnel
 - d. Historic Preservation Committee Report
 - e. Library Board
 - f. Mount Horeb Area Chamber of Commerce
 - g. Mount Horeb Area Joint Fire Department
 - h. Parks, Recreation, and Forestry Commission
 - i. Plan Commission
 - j. Public Safety Committee
 - k. Public Works Committee
 - l. School Liaison
 - m. Sustainability and Natural Resources Committee
 - n. Tourism Commission
 - o. Utility Commission
- 8) Village President's report
- 9) Village Administrator's report
- 10) Village Clerk's report
- 11) Meeting adjournment.

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

**VILLAGE OF MOUNT HOREB
VILLAGE BOARD MEETING MINUTES
JULY 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, and Gauger. Trustees Halverson, Schellpfeffer, and Best were absent. Also present were Administrator Nic Owen and Finance Director/Treasurer Schwenn.

Public Comments: None

Consent Agenda: Jones requested the following items be pulled from the consent agenda: Consideration of Amendment to General Development Plan Specific Implementation Plan for 1881 Springdale Street, MMI LLC (Tim Neitzel). Jones moved, White seconded to approve the following remaining consent agenda items: Consideration of June 4, 2025 Meeting Minutes; Consider Pay Request #1 for Contract 25-102 – Lake Street Stormwater project progress billing; Rezone Request and Zero Lot Line CSM for 109-115 Ridge Dr, Kent McDonell, RZR1 LLC; Consideration of Amendments to Specific Implementation Plan, Steve Brown Apartments, 120 S First St, Front Street Station; Consider Pay Request #3 for Contract 25-101 – 2025 Street Improvements Project. Motion carried by unanimous voice vote. Jones provided brief explanation for the history of the GDP for 1881 Springdale Street Mixed Use Building, including commentary regarding heights as originally discussed by Plan Commission. Jones reminded committee that when an item such as this one is brought back to committee with changes to the originally approved plan, it should not be placed on the Consent Agenda, but rather the regular Agenda. He inquired about why height changes were needed. Brad Carly with 1848 Construction came forward to address questions and provide assurance that their plans could be adjusted for construction to be reduced to meet requirements of the Village. After brief discussion, Jones moved, Gauger seconded to approve the GDP Site Plans as provided, subject to listed conditions. Motion carried by unanimous voice vote.

Consideration of Town of Vermont Boundary Agreement: White moved, Jones seconded a motion to table this discussion until August 2025 meeting, due to lack of packet support documents for board member review. Motion carried by unanimous voice vote.

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

Village President's report: Czyzewski spoke about his recent "perks" as a Village President—he was invited to throw out the first pitch at Mount Horeb Night at a Madison Mallard's game, and he was invited to judge the Lego Contest at the Library. Czyzewski

commends the Library staff for their great activities and relationships with the children of the Village. Also in the past month, he has been working with Human Resources in preparation for the Administrator review process, and reminded board members about providing general notification information for residents, encouraging the use of our website signup opportunity.

Village Administrator's report: Owen reported his recent opportunity to act as a Judge at Library Dog Show; reported the retirement this week of Chris Hook, Electric Utility Foreman, noting a retirement celebration will be held later in July; provided special recognition of recent extra time put in by the Plan Commisison; and noted the July presentation to Good Morning Mount Horeb by Kristen Fish-Peterson where she provided the attendees with a TIF-101 presentation, in preparation for the impending creation of TID #6 in the Village.

Village Clerk's report: Gaffney was absent; no report was provided.

Adjournment: With no further business before the board, Jones moved, White seconded to adjourn @ 7:32pm. Motion carried by unanimous voice vote.

Minutes by Denise Schwenn, Finance Director/Treasurer



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.b

Consideration of Ordinance 2025-09 Amending Certified Municipality Status Regarding Commercial Plan Review

BACKGROUND

Our new building inspector, Ryan Lindsey, 3C Inspect LLC, will continue to do commercial plan review for the Village rather than have these plans go to the State, which will produce quicker review time for these projects. Lindsey does not review certain large commercial projects, however, so we need to amend our Certified Municipality Code to reflect the size of the projects that he will review. The Ordinance also cleans up redundant language that is not needed.

RECOMMENDATION

ATTACHMENTS

1. Ord 2025-09 Building Inspection Certified Municipality

**VILLAGE OF MOUNT HOREB
ORDINANCE 2025-09**

**AN ORDINANCE TO AMEND SECTION 14.01 BUILDING INSPECTOR (3)
CERTIFIED MUNICIPALITY**

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

Chapters 14.01 and 14.07, 15.02 and 16.06 of Mount Horeb Code of Municipal Ordinances is amended as follows (**changes in bold**):

14.01 Building inspector

(3) Certified municipality.

a) Responsibilities. The Village will assume the following responsibilities for the Department of Safety and Professional Services:

1. Provide inspection of commercial and residential buildings with state-certified inspectors.
2. **Provide plan review of small commercial buildings as defined in Wis Stat S 101.12(3)(b).**

~~b) Plan Examination. Drawings, specifications, and calculations for all the types of buildings and structures, except state owned buildings and structures, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:~~

- ~~1. All size commercial buildings, without size limitations [Appointed Agent per Wis. Stat. §101.12(3g)].~~

This ordinance shall take effect and be in full force after its passage and publication as required by law.

Introduced and passed this 2nd day of July, 2025.

APPROVED:

Ryan Czyzewski, Village President

ATTEST:

Alyssa Gaffney, Village Clerk

APPROVED:_____

PUBLISHED/POSTED:_____



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.c

Consideration of Application for ETJ Certified Survey Map, Helen Witte, 801 Hamilton Street

BACKGROUND

This is an application for a Certified Survey Map (CSM) to divide one lot that is adjacent to the Village in the Town of Blue Mounds into 3 lots to allow the owners' children to build homes. In reviewing Extraterritorial CSMs, the Village is only able to consider the legality of the CSM; setbacks, lot size, etc. and not the proposed use of the land. I certainly understand the reasoning of the applicant and do not fault them for doing this for their children, but the development of these lots in this manner is not consistent with our comprehensive plan and blocks the orderly growth of the village, but as noted, we cannot take that into consideration when reviewing the CSM. Thankfully, we were able to require the CSM to include the right-of-way (ROW) for the future extension of Gonstead Road, because it is included in our future land use map in our comprehensive map to serve future growth. I have reviewed this CSM application with the Village Attorney and, based on his advice, recommend approval. The Plan Commission has reviewed this and also recommends approval. The Town of Blue Mounds will consider the CSM at their August 12th meeting so approval should be contingent on Town of Blue Mounds approval.

RECOMMENDATION

ATTACHMENTS

1. Witte_Village_Application
2. Witte_Preliminary_CSM
3. Future Land Use Map Village of Mount Horeb (PDF)

**APPLICATION
CERTIFIED SURVEY MAP
EXTRATERRITORIAL JURISDICTION**

Date: 07/02/25 Fee: \$500 (see attached)

The undersigned owner/agent of the described property hereby requests approval of a certified survey map described as follows:

Location of property (town name and section) SW 1/4, NW 1/4,
Sec. 13, T. 6 N., R. 6 E., Town of Blue Mounds, Dane Co.

Owner Name: Helen Witte
Address: 801 Hamilton Street
Mt. Horeb, WI 53572
Email Address: hwilk@mhtc.net
Phone: (608) 437-2999

The survey contains 4 lots and 10.43 acres.

Proposed zoning, if different, will be Residential

SIGNED: Robert A. Talarczyk
(applicant)
Surveyor / Agent
(applicant's interest in the property)

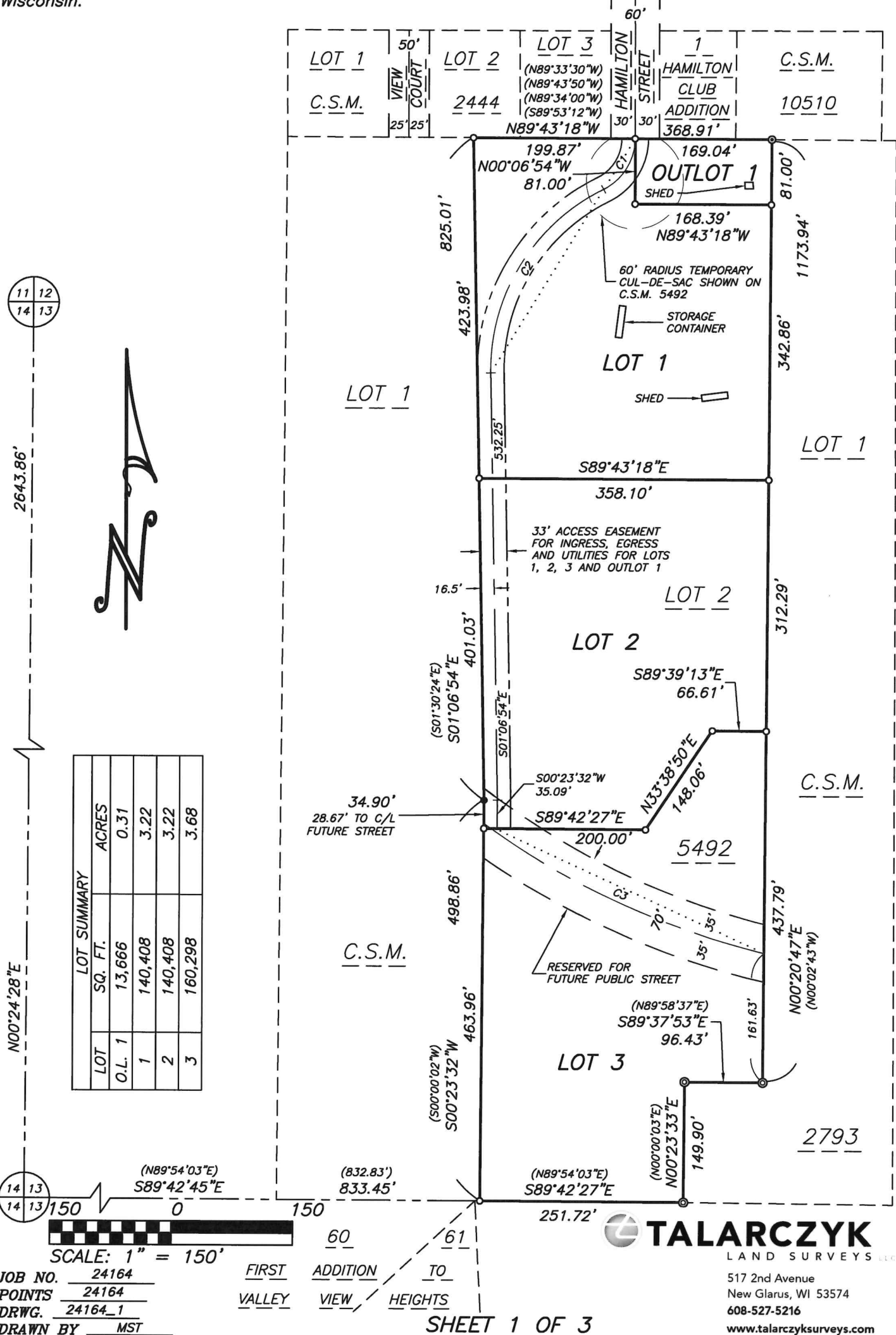
Applicant Name (if different from owner): Robert Talarczyk
Address: 517 2nd Avenue
New Glarus, WI 53574
Email Address: bob@talarczyksurveys.com
Phone: (608) 527-5216

Date of Plan Commission approval: _____

Date of Village Board approval: _____

CERTIFIED SURVEY MAP NO. _____

Lot 2 of Certified Survey Map 5492 (Volume 25, Pages 79-81), being in the Southwest 1/4 of the Northwest 1/4 of Section 13, Town 6 North, Range 6 East, Town of Blue Mounds, Dane County, Wisconsin.



JOB NO. 24164
POINTS 24164
DRWG. 24164_1
DRAWN BY MST

FIRST ADDITION TO
VALLEY VIEW HEIGHTS

SHEET 1 OF 3

CERTIFIED SURVEY MAP No. _____

Lot 2 of Certified Survey Map 5492 (Volume 25, Pages 79–81), being in the Southwest 1/4 of the Northwest 1/4 of Section 13, Town 6 North, Range 6 East, Town of Blue Mounds, Dane County, Wisconsin.

OWNER’S CERTIFICATE OF DEDICATION:
As owner, I hereby certify that I have caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Town of Blue Mounds; Village of Mt. Horeb.

WITNESS the hand and seal of said owner this _____ day of _____, 20_____.
In the presence of:

Helen M. Witte

STATE OF WISCONSIN)
_____ COUNTY) SS
Personally came before me this _____ day of _____, 20_____, the above named Helen M. Witte to me known to be the same person who executed the foregoing instrument and acknowledged the same.

My commission expires _____.

- NOTES:
- 1.) Bearings are referenced to the Wisconsin County Coordinate System, Dane County Zone, NAD83 (2011), in which the West line of the Northwest 1/4 of Section 13 bears N00°24’28”E.
 - 2.) Recorded data, when different than measured, is shown in parenthesis.

LEGEND:

-  Concrete monument with brass cap found
- ⊙ 1–1/4” iron pipe found
- ⊙ 1” iron pipe found
- 3/4” solid round iron rod found
- 3/4” x 24” solid round iron rod set, weighing 1.50 lbs per lineal foot

CURVE	RADIUS	ARC	DELTA	CHORD	CH. BEARING	TAN.BEARING–IN	TAN.BEARING–OUT
C1	70.00’	77.84’	63°42’54”	73.89’	S31°44’33”W	S00°06’54”E	S63°36’00”W
C2	250.00’	282.37’	64°42’54”	267.60’	S31°14’33”W	S63°36’00”W	
C3	1000.00’	384.65’	22°02’20”	382.28’	N65°09’57”W	N76°11’07”W	N54°08’47”W

JOB NO. 24164
POINTS 24164
DRWG. 24164_1
DRAWN BY MST

SHEET 2 OF 3

TALARCZYK
LAND SURVEYS LLC

517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczyksurveys.com

CERTIFIED SURVEY MAP NO. _____

Lot 2 of Certified Survey Map 5492 (Volume 25, Pages 79–81), being in the Southwest 1/4 of the Northwest 1/4 of Section 13, Town 6 North, Range 6 East, Town of Blue Mounds, Dane County, Wisconsin.

I hereby certify that this survey is in compliance with Section 236.34 of the Wis. Statutes and the subdivision regulations of the Town of Blue Mounds and the Village of Mt. Horeb; and that under the direction of Helen Witte, I have surveyed, monumented, and mapped the lands described hereon; and that this map is a correct representation of all exterior boundaries of the land surveyed in accordance with the information provided.

July 2, 2025

Robert A. Talarczyk, P.L.S.

TOWN APPROVAL: This Certified Survey Map and the public dedication shown hereon is approved for recording this _____ day of _____, 20____ by the Town of Blue Mounds.

Town Clerk

VILLAGE APPROVAL: Approved for recording this _____ day of _____, 20____ by the Village of Mt. Horeb.

Village Clerk

REGISTER OF DEEDS CERTIFICATE: Received for record this _____ day of _____, 20____ at _____ o'clock _____.M., and recorded in Vol. _____ of Certified Survey Maps of Dane Co., on Pages _____.

Kristi Chlebowski, Register of Deeds

PREPARED FOR:
Helen Witte
801 Hamilton Street
Mt. Horeb, WI 53572
(608) 437–2999

JOB NO. 24164
POINTS 24164
DRWG. 24164_1
DRAWN BY MST

SHEET 3 OF 3

TALARCYK
LAND SURVEYS LLC

517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczyksurveys.com

Future Land Use Village View

4b

Mount Horeb Comprehensive Plan

- Village of Mount Horeb Boundary
- Town Boundaries
- Extraterritorial Jurisdiction Boundary
- Current Urban Service Area Boundary
- Potential Future Urban Service Area Boundary

- Right of Way
- Potential Future Roads
- Surface Water

Land Use Categories

- Agriculture
- Single-Family Residential (Unsewered)
- Single-Family Residential (Sewered)
- Two-Family Residential
- Multi-Family Residential
- Mobile Home Residential
- Planned Neighborhood
- Central Mixed Use
- Main Street Mixed Use
- Neighborhood Mixed Use
- Planned Business
- Planned Mixed Use
- General Industrial
- Heavy Industrial
- Extraction
- Planned Business Park/Planned Industrial
- Parks and Recreation
- Government and Institutional
- Conservancy
- Environmental Corridor
- Rights-of-Way
- Surface Water
- Long-Term Growth Area

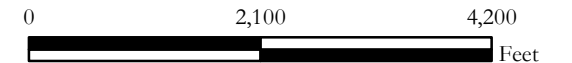
Planned Neighborhood may include:
1. Single-Family (Sewered)
2. Two-Family Residential
3. Multi-Family Residential
4. Government and Institutional
5. Neighborhood Mixed-Use
6. Parks and Recreation



Planned Mixed Use may include:
1. Planned Business
2. Planned Business Park
3. Multi-Family Residential
4. Government and Institutional
5. Park and Open Space



Business Park may include:
1. Light Industrial
2. Planned Business
3. Government and Institutional
4. Park and Open Space



VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

Adopted: March 30, 2022
Data Source: Dane County LIO, CARPC, MATPB,
WI DNR, FEMA, USDA





AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.d

Consideration of Ordinance 2025-10 Rezone for 303-305-307 Tvedt Drive from R-2 Two-Family Residential to R-1 Single Family Residential

BACKGROUND

When the Village recently approved a CSM creating these three lots and adding a portion of an outlot to the back of each lot, we created dual-zoned lots. The outlot was zoned R-2 Two-Family and the parent parcel for the three lots was R-1 Single-Family. This zoning ordinance cleans up this dual zoning, making all three lots R-1 Single-Family, which is consistent with the area zoning and the designated future use for the properties in the comprehensive plan. The Plan Commission recommends approval.

RECOMMENDATION

ATTACHMENTS

1. Tvedt Drive Dual Zone Rezone 300 Letter
2. Ord 2025-10 rezone 303-305-307 Tvedt Dr

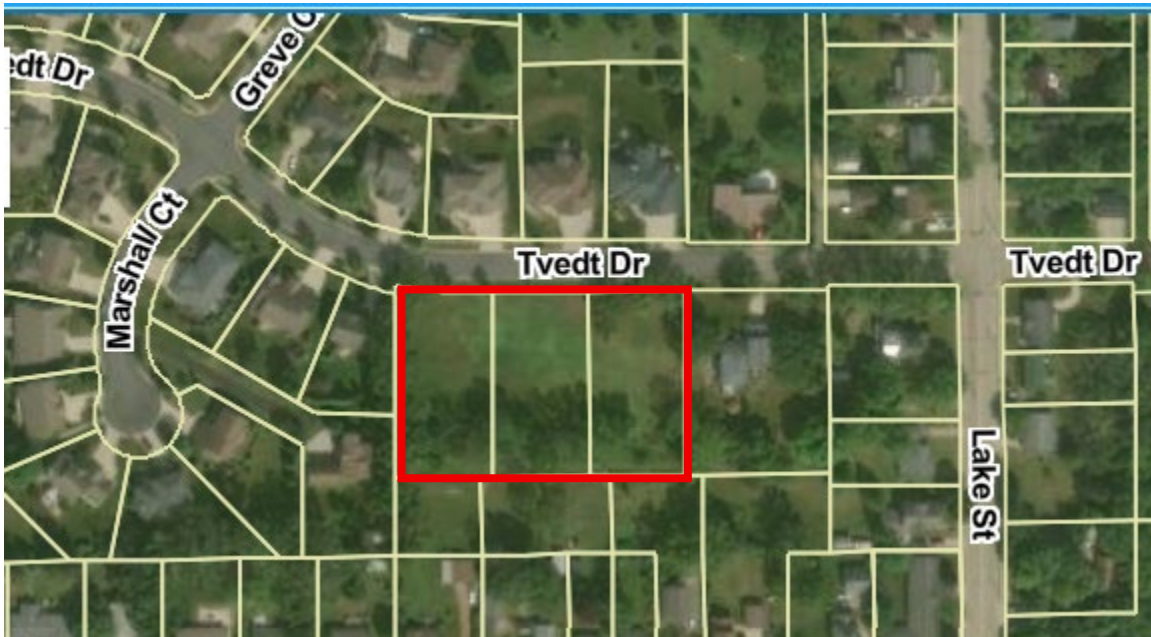
VILLAGE OF MOUNT HOREB
PUBLIC HEARING
July 23, 2025

The Plan Commission of the Village of Mount Horeb will hold a public hearing on the above date at 7:00pm in the Board Room of the Municipal Building, 138 E Main Street, Mount Horeb, WI. The purpose of the hearing is to consider an application from Darryl Fargo for a zoning change from dual zoned R-1 Single Family and R-2 Two-family to R-1 Single Family for three undeveloped lots on Tvedt Drive in Mount Horeb, WI at:

0606-111-7501-1 307 Tvedt Drive
0606-111-7512-1 305 Tvedt Drive
0606-111-7523-1 303 Tvedt Drive

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

PUBLISH: Mount Horeb Mail July 3, 2025
Mount Horeb Mail July 10, 2025



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

**VILLAGE OF MOUNT HOREB
ORDINANCE 2025-10**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM R2 TWO-FAMILY
RESIDENTIAL TO R-1 SINGLE FAMILY RESIDENTIAL FOR
PARCEL 606-111-1752-31, 0606-111-1751-21 AND 0606-111-1750-11 AT 303-305-307
TVEDT DRIVE

WHEREAS, Joan E Fargo is the owner of parcels 606-111-1752-31, 0606-111-1751-21 and 0606-111-1750-11 at 303-305-307 Tvedt Drive, in the Village of Mount Horeb; and

WHEREAS, Daryl Fargo, Durable Power of Attorney for Joan E Fargo has made application to request the zoning classification of the above referenced property be changed from R-2 Two-Family Residential to R-1 Single Family Residential; and

WHEREAS, the Village Plan Commission held a public hearing regarding the zoning request on July 23, 2025 which was preceded by publication of a class 2 notice under ch. 985, Stats.; and

WHEREAS, the Village Plan Commission determined that changing the zoning classification of the above referenced property from R-2 Two-Family Residential to R-1 Single Family Residential would promote the public health, safety, and general welfare of the Village and would allow appropriate use of the property, and therefore recommends that the zoning classification of the property be changed as requested; and

WHEREAS, the proposed use is consistent with the Comprehensive Plan; and

WHEREAS, the Village Board concurs with the recommendation of the Plan Commission.

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

Section 1. Rezoning of the above referenced property shall take effect after passage and posting pursuant to law; and

Section 2. Subject to the above section, the zoning classification of the above referenced property is hereby designated Planned development - General Development Plan, and the Zoning Map of the Village shall be amended accordingly.

The foregoing ordinance was duly adopted by the Village Board of the Village Mount Horeb at its meeting held on August 6, 2025.

By:

Ryan Czyzewski, Village President

ATTEST:

Alyssa Gaffney, Village Clerk

APPROVED: _____

PUBLISHED/POSTED: _____



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.e

Consideration of Ordinance 2025-12 Changing Title of Emergency Government Director to Emergency Management Director

BACKGROUND

In review of the Village's Emergency Management Plan it was noted that the terms for Emergency Management Director were inconsistent with terms currently used. This ordinance amends the code to reflect the term currently used for that role.

RECOMMENDATION

ATTACHMENTS

1. Ord 2025-12 Emergency Management Director

**VILLAGE OF MOUNT HOREB
ORDINANCE 2025-12**

**AN ORDINANCE TO AMEND VILLAGE CODE SECTIONS 1.02 AND 6.01 CHANGING THE
TITLE OF EMERGENCY GOVERNMENT DIRECTOR TO EMERGENCY MANAGEMENT
DIRECTOR**

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

Amend: 1.02

**1.02. Appointed officials. [Amended 1-2-2002 by Ord. No. 2001-20; at
time of adoption of Code (see Ch. 1, General Government, Art. V)]**

- (1) Appointed officials of the Village shall be selected in the manner and for the terms listed below:

Official	How Appointed	Term
Assessor	President, subject to confirmation by Board	2 years
Attorney	President, subject to confirmation by Board	1 year
Building Inspector	President, subject to confirmation by Board	1 year
Clerk	President, subject to confirmation by 2/3 of Board	Indefinite
Director of Public Services	President, subject to confirmation by 2/3 of Board	Indefinite
Electrical Inspector	President, subject to confirmation by Board	1 year
Emergency Government Management Director	President, subject to confirmation by Board	1 year
Plumbing Inspector	President, subject to confirmation by Board	1 year
Police Chief	Police Commission, subject to confirmation by 2/3 of Board	Indefinite
Treasurer	President, subject to confirmation by 2/3 of Board	Indefinite

- (2) The terms of those officials appointed for a specified period shall commence on the

third Tuesday in April, except the term of the Assessor, which shall commence on January 1.

Amend: 6.01

6.01. Emergency ~~government~~ Management organization.

- (1) Definitions. As used in this chapter, the following terms shall have the meanings indicated:

EMERGENCY ~~MANAGEMENT~~ GOVERNMENT — The preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to minimize and repair injury and damage resulting from disaster caused by enemy attack, sabotage or other hostile action, or by fire, flood or other natural cause.

- (2) Emergency ~~Government~~ Management Director or designee (further described as "Director"). **[Amended at time of adoption of Code (see Ch. 1, General Government, Art. V)]**

(a) General duties and authority. The Director shall be the executive head of and have direct responsibility for administration and operation of the organization, subject to the direction and control of the Village Board and the Village President. The Director shall coordinate all activities for emergency ~~government~~ management within the Village and shall communicate and cooperate with emergency management ~~government~~ agencies and state and federal governments. The Director shall participate in county and state emergency ~~government~~ management activities upon request and have such additional authority, duties and responsibilities as authorized by this section or as required by the Village Board.

(b) Emergency ~~government~~ management plan. The Director shall prepare a comprehensive general plan for the Village and present the plan to the Village Board for its approval in accordance with Wisconsin State Statute 323.14(1)(b)1. Upon approval of the plan by resolution, it will be the responsibility of all Village departments and emergency ~~government~~ management entities to perform the duties and functions assigned by the plan. The plan may be modified in like manner.

- (3) Utilization of existing services and facilities. The Director shall utilize the services, equipment, supplies and facilities of existing departments to the maximum extent practicable, and the officers and personnel of all departments are directed to cooperate with the Director. **[Amended at time of adoption of Code (see Ch. 1, General Government, Art. V)]**

- (4) Emergency regulations. Utilization of existing services and facilities. The Director shall utilize the services, equipment, supplies and facilities of existing departments to the maximum extent practicable, and the officers and personnel of all departments are directed to cooperate with the Director. **[Amended at time of adoption of Code (see Ch. 1, General Government, Art. V)]**

- (5) Declaration of emergencies. **[Amended at time of adoption of Code (see Ch. 1, General Government, Art. V)]**

- (a) Upon the declaration of a state of emergency by the Governor, the Village President, or the Director, in his absence, or by the Village Board, the Director shall issue all necessary proclamations pertaining to the state of emergency and shall issue disaster warnings or alerts as required in the emergency ~~government~~ management plan.
- (b) Unless the declaration was issued by the Governor, the emergency ~~government~~ management organization shall continue until terminated by the issuing authority, at the direction of the Village Board.

The foregoing ordinance was duly adopted by the Village Board of the Village Mount Horeb at its special meeting held on August 6, 2025.

By:

Ryan Czyzewski, Village President

ATTEST:

Alyssa Gaffney, Village Clerk

APPROVED: _____



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.f

Consideration of Pay Request #4 for Contract 25-101 - 2025 Street Improvements Project

BACKGROUND

This is the fourth pay request for the reconstruction and infrastructure work on Blue Mounds Street and Garfield Street. The pay request was reviewed by the Village engineer and is in line with expectations and recommended for approval. Overall, the project is on time and, barring unforeseen circumstances, should finish on schedule.

RECOMMENDATION

ATTACHMENTS

1. LTR 2025-0730 Pay Request 4 RULE 25-101

SMITHGROUP

July 30, 2025

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

Re Pay Request No. 4 – Contract 25-101, 2025 Street Improvements

Dear Nic,

Enclosed is Payment Request No. 4 from Rule Construction, Ltd. for work performed to date on the above referenced project. This payment request is recommended for payment in the amount of \$437,739.37. A summary of the payment is listed below, and the detailed request has been attached.

TOTAL AMOUNT REQUESTED TO DATE	\$989,655.31
LESS RETAINAGE	\$30,525.38
NET AMOUNT DUE	\$959,129.94
AMOUNT OF PREVIOUS PAYMENTS	\$521,336.57
AMOUNT DUE THIS APPLICATION	\$437,793.37

If you have questions, please do not hesitate to call. Thank you.

Sincerely,



Heather Brose, PE
Associate | Civil Engineer

cc: Rule Construction, Ltd. via Email

Contractor's Application for Payment No. 4

Application Period: June 23 - July 22, 2025		Application Date: 7/22/2025	
To (Owner): Village of Mount Horeb	From (Contractor): Rule Construction, Ltd.	Via (Engineer): Smith Group	
Project: Mount Horeb 2025 Street Improvements	Contract: 25-101		
Owner's Contract No.: 25-101	Contractor's Project No.: 25-101	Engineer's Project No.: 25-101	

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$1,221,015.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	
			3. Current Contract Price (Line 1 ± 2).....	\$	\$1,221,015.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	\$989,655.31
			5. RETAINAGE: 5% of First 50%		
			a. 5% X \$610,507.50 Work Completed.	\$	\$30,525.38
			b. X Stored Material....	\$	
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$30,525.38
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$959,129.94
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$521,336.57
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$437,793.37
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	\$261,885.07
TOTALS					
NET CHANGE BY					
CHANGE ORDERS					

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: 7/22/2025

Payment of: \$ \$437,793.37
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Heath R. Brose 07/30/2025
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Mount Horeb 2025 Street Improvements							Application Number: 4				
Application Period: June 23 - July 22, 2025							Application Date: Tuesday, July 22, 2025				
A					B	C	D	E	F		
Item		Contract Information				Estimated	Value of Work	Materials	Total Completed	%	Balance to Finish
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Installed to Date	Presently Stored (not in C)	and Stored to Date (D + E)	(F / B)	(B - F)
1	Unclassified Excavation - Including Removal of all Materials & Subgrade (for 4" asphalt and 18" aggregate base, all driveways, and miscellaneous removals) Excavation for utilities is not included in estimated unclassified excavation quantity and is incidental to the associated Utility work & Bid Items.	1	LS	\$164,000.00	\$164,000.00	1.00	\$164,000.00		\$164,000.00	100.0%	
2	Excavation Below Subgrade & Place Stone Fill (Undercut)	1230	CY	\$52.50	\$64,575.00	178	\$9,345.00		\$9,345.00	14.5%	\$55,230.00
3	Geotextile Fabric	620	SY	\$4.00	\$2,480.00	211.1	\$844.40		\$844.40	34.0%	\$1,635.60
4	Install Crushed Stone Base Course 18" deep	12800	SY	\$17.65	\$225,920.00	12000	\$211,800.00		\$211,800.00	93.8%	\$14,120.00
5	Finish Grade Base Course	39	STA	\$465.00	\$18,135.00	39	\$18,135.00		\$18,135.00	100.0%	
6	Install 30" Concrete Curb & Gutter. (Includes placement and compaction of 18" depth crushed stone Base Course to 12" behind curb & gutter	2200	LF	\$42.00	\$92,400.00	2529	\$106,218.00		\$106,218.00	115.0%	-\$13,818.00
7	Special Waterway Curb. (Includes placement and compaction of 18" depth crushed stone Base Course to 12" behind back of curb.)	235	SF	\$14.00	\$3,290.00	502.74	\$7,038.36		\$7,038.36	213.9%	-\$3,748.36
8	Driveway Platting and Access During Curb Curing (undistributed)	1	EA	\$2,000.00	\$2,000.00	3	\$6,000.00		\$6,000.00	300.0%	-\$4,000.00
9	Sawcut Butt Joint	680	LF	\$2.50	\$1,700.00	680	\$1,700.00		\$1,700.00	100.0%	
10	Asphalt Milling	4700	SY	\$2.67	\$12,549.00						\$12,549.00
11	Install 2.5" Overlay Bituminous Pavement Type LT	4700	SY	\$10.00	\$47,000.00						\$47,000.00
12	Install 4" Deep Bituminous Pavement. (2-1/4" Binder, 1-3/4" Surface, Type LT)	13300	SY	\$16.00	\$212,800.00	6650	\$106,400.00		\$106,400.00	50.0%	\$106,400.00
13	Remove Existing Bituminous Drive Apron and Replacement with 3" Thick Bituminous Drive Apron on 8" Deep Aggregate Base	180	SF	\$8.00	\$1,440.00						\$1,440.00
14	Remove Existing Concrete Apron and Replace with 6" Thick Concrete Drive Apron on 6" Deep Aggregate Base. (Includes decorative concrete)	450	SF	\$10.50	\$4,725.00	767	\$8,053.50		\$8,053.50	170.4%	-\$3,328.50
15	Install New 5" Concrete Sidewalk on New 4" Deep Aggregate Base	3500	SF	\$8.50	\$29,750.00	3496	\$29,716.00		\$29,716.00	99.9%	\$34.00
16	Remove and Replace 5" Concrete Sidewalk on New 4" Deep Aggregate Base	1300	SF	\$10.50	\$13,650.00	2406.1	\$25,264.05		\$25,264.05	185.1%	-\$11,614.05
17	Accessible Ramps (2-24"x24" Detectable warning plates per each)	12	EA	\$300.00	\$3,600.00	14	\$4,200.00		\$4,200.00	116.7%	-\$600.00
18	Sidewalk Striping (across fire department apron) 2-4" solid red lines, 4' apart	345	LF	\$8.00	\$2,760.00	345	\$2,760.00		\$2,760.00	100.0%	
19	Hydrant Curb Striping (15 LF centered on hydrant, curb face and head, yellow)	30	LF	\$8.00	\$240.00	15	\$120.00		\$120.00	50.0%	\$120.00
20	Restoration	1	LS	\$42,000.00	\$42,000.00	0.8	\$33,600.00		\$33,600.00	80.0%	\$8,400.00
21	Construction Staking and Layout	1	LS	\$6,000.00	\$6,000.00	1	\$6,000.00		\$6,000.00	100.0%	
22	Traffic Control	1	LS	\$16,000.00	\$16,000.00	0.85	\$13,600.00		\$13,600.00	85.0%	\$2,400.00
23	Erosion Control	1	LS	\$7,000.00	\$7,000.00	0.85	\$5,950.00		\$5,950.00	85.0%	\$1,050.00
24	Install New 8" SDR 35 PVC Sanitary Sewer (includes reconnection of all live laterals)	465	LF	\$72.00	\$33,480.00	465	\$33,480.00		\$33,480.00	100.0%	
25	Provide New 48" Dia Sanitary Sewer Manhole with castings (Neenah R-1550-B with non-rocking lid (includes installation, adjustment, polyethylene rings and external chimney seal)	2	EA	\$5,800.00	\$11,600.00	2	\$11,600.00		\$11,600.00	100.0%	
26	Remove and Replace 48" dia Sanitary Sewer Manhole with castings (Neenah R-1550-B with non-rocking lid) (includes adjustment, polyethylene rings and external chimney seal)	1	EA	\$8,900.00	\$8,900.00	1	\$8,900.00		\$8,900.00	100.0%	
27	Adjust existing sanitary sewer manhole casting to finish grade. Provide new polyethelyene adjustment rings and external chimney seal. Reuse existing casting unless otherwise noted.	12	EA	\$1,170.00	\$14,040.00	12	\$14,040.00		\$14,040.00	100.0%	

Contractor's Application

Application Number:

Application Date: Tuesday, July 22, 2025

A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
28	Provide new sanitary sewer manhole casting. (Neenah r-1550-b with non-rocking lid) installation and adjustment are included within bid item 26	11	EA	\$600.00	\$6,600.00	11	\$6,600.00		\$6,600.00	100.0%	
29	Sanitary Spot Repair PVC - 10 LF (includes Fernco connections)	1	EA	\$4,600.00	\$4,600.00	1	\$4,600.00		\$4,600.00	100.0%	
30	Sanitary spot repair truss pipe - 10 LF (includes fernco connections)	7	EA	\$4,700.00	\$32,900.00	6	\$28,200.00		\$28,200.00	85.7%	\$4,700.00
31	Sanitary spot repair truss pipe - 20 LF (includes fernco connections)	1	EA	\$7,900.00	\$7,900.00	1	\$7,900.00		\$7,900.00	100.0%	
32	Connection to existing sanitary manhole (field core EX-SAN-MH-21)	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
33	Rock Excavation	465	LF	\$55.00	\$25,575.00	525	\$28,875.00		\$28,875.00	112.9%	-\$3,300.00
	Underground Utility Exploration (as requested by Engineer) (undistributed)	2	EA	\$1,200.00	\$2,400.00	1	\$1,200.00		\$1,200.00	50.0%	\$1,200.00
35	8" Ductile Iron Water Main (includes connections to existing main)	40	LF	\$195.00	\$7,800.00						\$7,800.00
36	Replace 10" Gate Valve Box, including Gate Valve Adaptor and Clear Stone Backfill	2	EA	\$1,805.00	\$3,610.00	1	\$1,805.00		\$1,805.00	50.0%	\$1,805.00
37	Replace 8" Gate Valve Box including Gate Valve Adaptor and Clear Stone Backfill	6	EA	\$1,805.00	\$10,830.00	4	\$7,220.00		\$7,220.00	66.7%	\$3,610.00
38	Replace 6" Gate Valve Box, including Gate valve adaptor and clear stone backfill	1	EA	\$1,805.00	\$1,805.00						\$1,805.00
39	Replace 4" Gate Valve Box, including Gate Valve Adaptor and Clear Stone Backfill	1	EA	\$1,805.00	\$1,805.00	1	\$1,805.00		\$1,805.00	100.0%	
40	Replace 8" Gate Valve Box Top Section	3	EA	\$450.00	\$1,350.00	7	\$3,150.00		\$3,150.00	233.3%	-\$1,800.00
41	Replace 6" Gate Valve Box Top Section	1	EA	\$450.00	\$450.00	1	\$450.00		\$450.00	100.0%	
42	Underground Utility Exploration (as shown on Drawings)	2	EA	\$1,200.00	\$2,400.00	1	\$1,200.00		\$1,200.00	50.0%	\$1,200.00
43	12" RCP Storm Sewer	116	LF	\$121.00	\$14,036.00	116	\$14,036.00		\$14,036.00	100.0%	
44	Provide New 2'x3' Type H Curb Inlet with casting and grate (includes installation, adjustment, and rings)	3	EA	\$2,570.00	\$7,710.00	3	\$7,710.00		\$7,710.00	100.0%	
45	Provide New 48" dia storm manhole with castings and grate (includes installation adjustment, and rings)	1	EA	\$3,800.00	\$3,800.00	1	\$3,800.00		\$3,800.00	100.0%	
46	Connection to Existing Storm Manhole (Field Core EX-STM-MH-16)	1	EA	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
47	Adjust Existing storm sewer manhole casting to finish grade. Provide new concrete adjustment rings. Reuse existing casting unless otherwise notes.	11	EA	\$750.00	\$8,250.00	11	\$8,250.00		\$8,250.00	100.0%	
48	Provide New Inlet Casting. (Neenah R-3067cC with Type A Grate with no curb box)	1	EA	\$900.00	\$900.00	1	\$900.00		\$900.00	100.0%	
49	Underground Utility Exploration (as shown on drawings)	2	EA	\$1,200.00	\$2,400.00	1	\$1,200.00		\$1,200.00	50.0%	\$1,200.00
50	Sawcut Butt Joint	120	LF	\$2.50	\$300.00	172	\$430.00		\$430.00	143.3%	-\$130.00
51	Alley Pavement Restoration (includes 4" Bituminous Pavement Patch and 12" crushed stone base course)	1	LS	\$5,460.00	\$5,460.00	1	\$5,460.00		\$5,460.00	100.0%	
52	Install new 8" SDR 35 PVC Storm Sewer	84	LF	\$125.00	\$10,500.00	84	\$10,500.00		\$10,500.00	100.0%	
53	Install New 24" storm sewer manhole with innbell grate (county materials drawing #A17)	2	EA	\$3,500.00	\$7,000.00	2	\$7,000.00		\$7,000.00	100.0%	
54	Connection to existing storm manhole (field core EX-STM-MH-103)	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
55	Underground Utility Exploration	3	EA	\$1,200.00	\$3,600.00	3	\$3,600.00		\$3,600.00	100.0%	
							</				



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 5.g

Consideration of Operator License application that was reviewed by the Public Safety Committee- Heather Meier

BACKGROUND

Meier's operator's license was sent to the Public Safety Committee for review due to an offense that was related to the license. The offense did not rise to the level warranting denial of the application and Chief Vierck and the Public Safety Committee both recommended approval.

RECOMMENDATION

ATTACHMENTS

None



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

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

Consideration of Appointment to Vacant Village Trustee Seat

BACKGROUND

Village President Czyzewski is recommending Jason Fendrick to complete the Trustee seat vacated by Brett Halverson.

RECOMMENDATION**ATTACHMENTS**

None



AGENDA ITEM REPORT

MEETING DATE	PREPARED BY
August 6, 2025	
AGENDA ITEM # 6.b	
Trustee-Oath/Swearing in	
BACKGROUND	
RECOMMENDATION	
ATTACHMENTS	
None	



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

AGENDA ITEM # 6.c

Consideration of Revisions to Village Committee Assignments

BACKGROUND

If Jason Fendrick is approved as Village Trustee, it creates several vacancies on resident seats in addition to former Trustee Halverson's assignments. The Village President is nominating several new residents to fill the vacancies as well as reassigning several Trustee roles.

SNR – Sarah Best (Trustee)

Finance & Personnel – Jason Fendrick (Trustee), Mike Healy

Public Safety – Kristen Clary

Utility Commission – Jason Fendrick (Trustee)

Parks, Recreation & Forestry – Jason Fendrick (Trustee, Chair)

Board of Review – Jason Fendrick removed as alternate

DCCVA – to discuss

Viking Valhalla Foundation - to discuss

RECOMMENDATION

ATTACHMENTS

1. Kristen Clary
2. Healy Citizen-Committee-Member-Interest-Form-v20240226



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 PROCLAMATION RECOGNIZING RON HAAG'S CONTRIBUTIONS TO THE VILLAGE

Proclamation

WHEREAS, Ron Haag of RWH Plumbing has performed countless plumbing repairs at Village Properties over the year; and

WHEREAS, Ron has provided competitive bids and pricing to make projects more affordable for the Village; and

WHEREAS, Ron has made himself available for Village projects whether planned for months or emergency calls at the last minute; and

WHEREAS, Ron on numerous occasions has donated his time, labor and materials to provide services at no cost to the Village, most recently donating his labor towards the repairs at Waltz Park, Grundahl Park and the Aquatic's Center; and

WHEREAS, Ron has become a valuable asset for Village staff when in need of plumbing services.

NOW, THEREFORE, BE IT PROCLAIMED, that the Village of Mount Horeb officially recognizes Ron Haag for his many contributions and donations to the Village of Mount Horeb.

DATED this 6th day of August, 2025.

Ryan Czyzewski, Village President



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.e

Consideration of Renewal of School Resource Officer Agreement with Mount Horeb Area School District

BACKGROUND

The first term of our agreement with the School District for the School Resource Officer expires in 2025. By all measures, the program has been a success for both the District and the Village, and we are recommending renewal of the contract without changes. The SRO position has allowed officers to gain a presence in the schools and begin to build a positive relationship with students.

RECOMMENDATION

ATTACHMENTS

1. 25.07.01 SRO MOU with the Village

INTER-GOVERNMENTAL AGREEMENT
SCHOOL RESOURCE OFFICER (SRO) PROGRAM

WITNESS, this Agreement made between the Village of Mount Horeb, Wisconsin, 138 East Main Street, Mount Horeb, WI, (hereinafter referred to as the “Village”) and the Mount Horeb Area School District, 1304 East Lincoln Street, Mount Horeb, WI (hereinafter referred to as the “School District”). The parties hereby agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to define the duties and responsibilities of the Village, its Police Department and the School District in the operation of a School Resource Officer (SRO) Program in the School District. The SRO program provides for contact and interaction between the School District and the Village. The program shall be set up in a flexible manner to address community issues and issues related to the public-school system, including, but not limited to, education and instruction, investigations, assessments, and assistance with school safety-related issues. The School District and the Village are encouraged and authorized to develop written policies and understandings not inconsistent with the terms of this Agreement to the extent deemed necessary or desirable in facilitating the purpose of this Agreement. Both the School District and Village must agree in writing to any written policies and understandings prior to their approval or implementation.
2. **TERMS:**
 - a. **APPLICATION TERM:** This Agreement shall begin on July 1, 2025, and will continue to June 30, 2028.
 - b. **EXTENDED TERM:** The Village and School District will review the SRO program no less than 90 days prior to its termination to determine if the Agreement should be extended beyond this Agreement’s end date..
 - c. **TERMINATION:** The Village or School District reserves the right to cancel this Agreement at the end of each school year (June) with sixty (60) days written notice of termination to the other party.
3. **PERSONNEL:** The Chief of Police, or their designee, shall provide a list of qualified candidates to a selection panel, composed in-part with representatives of the Village and School District. The selection panel shall select the candidate for recommendation to the Board of Education.
4. **INDEPENDENT CONTRACTOR:** The employment services provided to the School District shall be as an independent contractor, with employees of the Village remaining under the direction and control of the Village. The Village shall retain such responsibility for employment tax, workers compensation, wages and benefits of employees assigned by the Village to the SRO program (subject to the cost sharing arrangement outlined herein). The normal day-to-day direction of SRO activities is the responsibility of the Chief of Police with input from the School District administration, however, no direction provided by the School District administration should be construed to create an employer/employee relationship between the School District and the SRO.
5. **HOURS OF WORK/WORK SCHEDULE:** Normal work days are Monday through Friday during the School District calendar year.

6. WORK DAYS: If the School District closes due to inclement weather conditions or other unforeseen circumstances, the Village has no obligation to assign the SRO to a school.
7. EMERGENCY SITUATIONS: In case of a serious emergency, major investigation, or unforeseen circumstances in the community, a ranking officer of the police department may temporarily reassign the SRO from the school in order to perform investigative, patrol, or other assigned duties within this department; however, the officer will be returned to the school as soon as possible, unless unusual extenuating circumstances.
8. ABSENCES: In the event the SRO is unable to work, the police chief, or their designee, shall assign another officer to perform the SRO duties during an extended absence (e.g. more than three days).
9. ACTIVITY REPORT: The SRO shall record activities through the police department approved records management system. The SRO will need to respond to the police department to provide administrative staff with completed reports and data sheets to be entered into the police department record management system. The School District shall be provided a summary of this data upon request.
10. UNIFORM & EQUIPMENT: The SRO will wear plain clothes with department identification/badge or other approved department attire (e.g. full uniform at extra-curricular activities) The uniform, all equipment along with a squad car, are the responsibility of the Village to provide and maintain.
11. WEAPON: The SRO is first and foremost, a police officer and is required to carry a duty firearm and other equipment while on duty in the schools. Where possible, all weaponry would remain concealed. If the SRO determines a need to temporarily remove his or her weapon, it will be secured in a location that is readily accessible to the SRO but inaccessible to others. The firearm, ammunition, and all training and certifications related to firearms are the responsibility of the Village.
12. OFFICER EVALUATION: All School District administration will be encouraged to provide input and feedback to the Chief of Police as part of the SRO annual performance evaluation. The evaluation will be completed annually according to the police department's performance evaluation policy.
13. HANDLING OF POLICE RELATED INCIDENTS: Incidents occurring on school premises that require police intervention shall be investigated by the SRO. He or she shall conduct a police investigation and prepare incident reports in accordance with state and federal law, department policies and procedures, and accepted law enforcement practices.
14. SERVICES PROVIDED BY THE RESOURCE OFFICER: The main role of the SRO is to provide a safe, drug free school environment for all students and School District staff. Letters (a) through (g) are at the top of the priority list for the SRO. The School District is encouraged to assist the police department to ensure that the SRO time is efficiently used in these areas. The School District is encouraged to provide training and staffing for those duties/tasks that would take away from the following priorities:

- a. Work closely and collaboratively with all School District administration to provide a safe school environment.
 - b. Act in the capacity of a sworn, on-duty police officer. Provide a law enforcement presence in schools, district buildings, and on School District property.
 - c. Prepare a plan, review, and train annually for school intrusions.
 - d. Assist with preparing, participate in the review process, train, and execute emergency protocols for natural and unnatural disasters.
 - e. Investigate or assist in the investigation of crimes or ordinance violations to which students in the assigned school may be a party or have information.
 - f. Patrol school buildings, grounds and parking lots for the purpose of enforcing state, federal, and local laws.
 - g. Provide educational program for the students and staff.
 - h. Foster a positive rapport with students, families, and staff.
 - i. The SRO shall have access to the School District directory data information list.
15. OVERTIME: Neither party shall be required to incur overtime expenses for the services performed in this Agreement.
16. ACADEMIC GUIDANCE COUNSELING: The SRO shall not engage in academic guidance counseling activities and shall refer any student who requires academic guidance counseling to the School District counseling staff.
17. SCHOOL DISCIPLINE RULES: The SRO is not to engage in the routine and customary disciplinary actions of student's conduct that is normally handled by a member of the School District's administrative staff. However, the SRO may refer such disciplinary matters that he or she deems appropriate to a member of the School District's administrative staff.
18. PUPIL RECORDS: The Village and School District agree that any disclosure of pupil records that is made by the Mount Horeb Area School District to the Mount Horeb Police Department shall be made only (1) to appropriate parties in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual, (2) when the disclosure is for the purpose of providing services to a pupil before adjudication, or (3) as the law may otherwise permit. At such time pupil records are disclosed to the SRO, those records shall remain confidential unless otherwise permitted by law.
19. COORDINATING COMMITTEE: The Village and School District may utilize the selection panel to periodically meet to discuss and review the SRO Program.
20. EQUIPMENT AND FACILITIES: The Village will provide the SRO all equipment normally provided to a police officer. The School District will provide private office space, desk, chair, telephone, reasonable office supplies, and a secure file cabinet to enable the SRO to perform the duties of the position. The SRO office shall contain a secure locker large enough to store a patrol rifle provided by the Village, a "plate carrier" ballistic vest provided by the Village, and a ballistic "shield" provided by the Village. The SRO will be equipped with a body worn camera. Property purchased by either the School District or the Village will remain the specific property of the provider.
21. SCHOOL DISTRICT POLICIES: The SRO agrees to follow and must acknowledge receipt of

such through signature, all School District policies including acceptable use of technology. In a case where School District policies conflict with Police Department policy and/or training and emergency response protocols, Police Department policy, training, and emergency response protocols shall override School District policies. A copy of those differences in policy will be provided to the School District from the SRO.

22. COMPENSATION: The compensation of the SRO, including wages and fringe benefits, shall be paid by the Village and the School District based on the cost sharing provisions described in paragraph 26.
23. LIABILITY: Each party shall be liable for the acts of its own officers and employees - and the SRO is an employee of the Village. Each party shall maintain policies of general liability insurance to cover its obligations in this regard. Each party shall provide to the other a certificate of insurance annually to demonstrate compliance with this provision.
24. COMPLIANCE WITH APPLICABLE LAW: Each party and its own agents and employees shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services to be performed under this Agreement.
25. MUTUAL DRAFTING: This Agreement shall be deemed the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.
26. COST STANDARD: Costs to be shared shall be limited to the SRO's salary and benefit package (health insurance, life insurance, dental insurance, and retirement). These costs will be shared as 50% Village and 50% School District. All other costs for the officer assigned to serve as SRO, including but not limited to taxes, workers compensation, and professional liability premiums, shall be provided fully by the Village.

The Village will bill the School District bi-annually on December 1 and June 1 of each contract year. Payments will be due within thirty (30) days of billing date.

AMENDMENTS: This Agreement may be modified by the mutual written agreement of the parties.

Dated this ____ day of 2025

Village of Mount Horeb

Mount Horeb Area School District

By: _____
Village President

By: _____
School Board President

Attest: _____
Village Administrator

Attest: _____
Superintendent of Schools



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.f

Consideration of Wisconsin Professional Police Association 2026-2028 Contract

BACKGROUND

The Village negotiation team, consisting of Chief Vierick, Human Resources Director Murleau, Finance Director Schwenn and Administrator Owen, had two meetings with union representatives to talk about the terms of the new contract. The new contract sticks with the traditional 3-year terms and includes a 4% wage increase each year, the removal of language referring to the part-time position which was eliminated with this year's budget, amendment of comp-time language to be consistent with regular Village employee use and carryover, and the elimination of a longevity step. Staff were comfortable with the 4% wage increase for the duration of the contract as it put the officers back in a competitive area with other officers in the Dane County area, and they worked with the Village on a lower wage increase during the last negotiation which occurred during the uncertainty about tax rates during the COVID pandemic.

RECOMMENDATION

ATTACHMENTS

1. Mount Horeb CBA 2026-2028 redline



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.g

Consideration of Boundary Agreement with the Town of Vermont

BACKGROUND

This agreement sets procedures for the Village making future annexations of land in or immediately adjacent to the Town of Vermont, and also establishes procedures for the Town of Vermont if it amends their Comprehensive Plan within our Extraterritorial Planning Area. If the Village is petitioned for annexation of land in Vermont, we would need to provide additional notice to what is required in state statutes to allow the Town of Vermont time to respond. Staff are comfortable with this agreement as it does not prohibit us from future annexations, and Vermont is at its closest, still, a mile from our border, and it is unlikely that we will be annexing land from them in the 20 years of this agreement. Plan Commission has reviewed the agreement and recommends approval and the Town of Vermont has already approved the agreement.

RECOMMENDATION

ATTACHMENTS

1. Vermont Approved Doc

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE TOWN OF VERMONT AND THE VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN RE: BOUNDARY AND LAND USE MATTERS

The Village of Mount Horeb (the “Village”) and the Town of Vermont (the “Town”) in Dane County, Wisconsin, desire to enter into this Agreement to promote intergovernmental cooperation and communication. Therefore, having determined it to be in the public interest, and under the authority of Wis. Stat. § 66.0301, the Village and the Town agree that over the term of this Agreement:

1. Town Responsibilities. Within the Village’s extraterritorial jurisdiction as of the date of adoption of this Agreement, the Town agrees to:
 - a. Approve rezonings and land divisions for residential, agricultural, and open space purposes only in a location, density, and design consistent with the 2017 Town of Vermont Comprehensive Plan or an amendment or update to that Plan that is also approved by the Village.
 - b. Not approve any subdivision plats.
 - c. Not approve ~~further~~ rezonings to commercial, industrial, or business zoning districts, except where (i) limited to the low-impact small businesses allowed in the County’s Limited Commercial Zoning District and ~~where otherwise~~ (ii) consistent with the Town’s 2017 Comprehensive Plan or an amendment or update to that Plan that is also approved by the Village.
2. Village Responsibilities. The Village agrees to:
 - a. Provide notification to the Town in writing, and provide a copies of all applications, petitions, and supporting materials, if one of the following events occurs:
 - i. A petition to annex lands from the Town to the Village, or from lands ~~in a town~~ adjacent to the Town ~~to the Village~~, is filed with the Village.
 - ii. The Village plans to apply ~~to the~~ Capital Area Regional Planning Commission (“CARPC”) to add land to the Village’s Urban Service Area, which land would come from the Town or from lands ~~in a town~~ adjacent to the Town.
 - b. Allow the Town the opportunity to provide written comments on either event listed in subsection a. If such lands are in the Town, the Town shall be afforded ninety (90) days within three months between the date the Village provides such written notification to the Town and the date of Village Board ~~takes action~~ acts to either annex the associated land or authorize its staff to apply to CARPC to expand the Urban Service Area into the associated lands. If such lands are adjacent to but not within the Town, such time period shall be forty (40) days. In either event, such time period may be reduced unless if the Town agrees in writing to a lesser time period or to end the review period if already commenced.

3. Agreement Term. This Agreement shall be effective from the date it signed by the second of the two parties to a date that is ten (10) years following that effective date.

IN WITNESS WHEREOF, the Parties certify that this Agreement has been duly approved by their respective boards in accordance with state and local laws, rules, and regulations; and each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

TOWN OF VERMONT
Dane County, Wisconsin

Date

By _____
Karen Carlock, Town Chair

Date _____

By _____
Katie Zelle, Town Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2025, Karen Carlock, Town Chair, and Katie Zelle, Town Clerk, of the Town of Vermont, Wisconsin, a Wisconsin town, to me know to be such Town Chair and Town Clerk of said town, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said town, by its authority.

Notary Public, State of Wisconsin
My Commission _____

By _____
Ryan Czyzewski, Village President

By _____
Alyssa Gaffney, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Notary Public, State of Wisconsin
My Commission _____.



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

AGENDA ITEM # 6.h

Consideration of Development Agreement for Public Improvements for Brookstone Hills Subdivision

BACKGROUND

This is our standard development agreement for infrastructure associated with a new residential subdivision. I'm still waiting for comments from the Village Engineer and will have those added prior to the meeting. This is a relatively small subdivision, and we have experience working with Encore on other subdivisions in the Village and have no real concerns with the project.

I have added a revised agreement on Tuesday afternoon with additional information in the agreement. Nothing real substantial, just some of the blanks filled in and the addition of the recapture fee owed by the Developer for the west side sewer interceptor fee.

RECOMMENDATION

ATTACHMENTS

1. Brookstone Dev Agreement Revised
2. CSM 24-1229_Final_Plat-DRAFT 06-17-25

**AGREEMENT FOR
PUBLIC IMPROVEMENTS
BROOKSTONE HILLS DEVELOPMENT**

This Agreement is entered into this ____ day of _____, 2025, by and between Brookstone South LLC, a Wisconsin limited liability company (the “Developer”), and the Village of Mount Horeb (the “Village”), a Wisconsin municipal corporation.

RECITALS

- A. The Developer has received site plan and other approvals from the Village to develop the following land in the Village: Brookstone Hills (the “Property”).
- B. The approvals issued by the Village have been made contingent upon the execution of this Agreement, payment of required fees, and submittal of all required documents as provided by this Agreement.
- C. The Developer is the owner of the Property.
- D. Chapter 18 of the Village of Mount Horeb ordinances requires that provisions be made for the installation of public improvements, including, but not limited to, water mains and appurtenances thereto, storm sewer and stormwater drainage facilities, and erosion controls, and that such improvements be constructed by the Developer without cost to the Village.
- E. The Village’s purposes for entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard developments.
- F. The Developer now wishes to proceed with the installation of public improvements to serve the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Developer agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1. General Conditions.

- a. *Improvements.* The Developer shall construct and install those on-site and off-site improvements needed to serve the Property. The Developer's obligation to complete the improvements will arise upon execution of this Agreement, will be independent of any obligations of the Village contained herein, and will not be conditioned on the commencement of construction on the Property.

The improvements contemplated herein include the following: installation of public sanitary sewer, public storm sewer, public water, public streets and public sidewalks, storm water management, gas, electric, cable, telephone, street lights, and street trees for dedication to the Village (hereinafter referred to as the "Improvements"). All Improvements shall be constructed pursuant to plans and specifications approved by the Village Engineer. In addition, the Developer further agrees to construct Improvements required to connect the Property to existing utilities, including facilities required outside the boundaries of the Property, and to dedicate certain Improvements to the Village.

The Improvements shall be designed, constructed and installed by the Developer at the Developer's sole expense. All required Improvements shall be designed, constructed and installed in accordance with the standard specifications of the Village of Mount Horeb and standards of Chapter 18 of the Village of Mount Horeb ordinances, except as variances to or waivers of those requirements that have been properly granted, and in accordance with plans and specifications approved by the Village Engineer. Two copies of the approved, signed and stamped plans and specifications shall be provided to the Village Engineer, and one copy shall be provided to each contractor. Only stamped and signed copies of the plans and specifications shall be used on the job site. Where standards and/or specifications have not been established by the Village, all work shall be made in accordance with established engineering practices as designated and approved by the Village Engineer.

The Village shall, to the extent it already owns or has access easements over offsite lands, permit reasonable access for the Developer's construction of offsite Improvements required under this Agreement, if any. The Village shall not, however, be required to exercise, for the benefit of the Developer, its power of eminent domain or exercise any other municipal authority to obtain access over any property which it does not currently own or over which it does not have access rights. Nor shall the Village be required to expend any time or money to stake, for the Developer's benefit, the location of any dedicated lands or easements over which it will furnish the Developer access for construction of offsite Improvements.

- b. *Village Approval of Starting Dates.* No land disturbances or work shall begin without the Village Engineer's approval of a starting date and schedule which shall be submitted by the Developer to the Village Engineer a minimum of seven calendar days before work is scheduled to begin. A starting date will not be approved until the Letter of Credit required by this Agreement has been furnished to the Village.
- c. *Change to Work Order.* The Village shall not be responsible for any costs or changes relating to this project except those specifically enumerated and agreed upon in this or subsequent written, signed agreements between the Developer and the Village.
- d. *Contractors Engaged by the Developer.* The Developer agrees to engage contractors for all construction included in this Agreement who are acceptable to the Village Engineer, who shall perform such work to the standards of the Village, and who shall comply with every requirement of the Village ordinances and standards in performing such work. The Developer shall furnish the Village Engineer with the names of all contractors and their subcontractors, with the classification of work they will perform, not less than seven calendar days prior to any work beginning.
- e. *Indemnification and Insurance.* The Developer shall indemnify and hold the Village harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the Village in the event that the Village is named as a defendant in an action concerning the Village's performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the Village.

The Developer shall require all contractors engaged in the construction of this project to comply with the Village contract requirements pertaining to damage claims, indemnification of the Village, and providing insurance coverage that is approved by the Village. The Developer shall also require that the policies of insurance required hereunder name the Village and its engineer as additional insureds and that said general contractor and subcontractors maintain a current certificate of insurance on file with the Village Engineer.

- f. *Time of Completion.* All work specified herein shall be completed within twelve months after the execution of this Agreement. No damages may be recovered by the Developer or any person against the Village for delay in completion of the Improvements. Notwithstanding the above, in the event of delay caused by events out of the Developer's control, the time for completion shall be extended for a period equal to the delay caused by such events.

2. Specifications for Improvements.

- a. *Signs and Barricades.* The Developer shall install and maintain during construction and until the Improvements are accepted by the Village all barricades and signs as specified by the Village Engineer.
- b. *Grading.* The Developer shall perform all grading as specified in the plans approved by the Village Engineer. The Developer shall obtain an erosion control and storm water management permit pursuant to Chapter 20 of the Village Code, prior to grading, excavating, or other land disturbing activities. A separate permit shall be required for each phase of construction.
- c. *Erosion Control and Storm Water Management Facilities.* The Developer shall design, install and construct all erosion control and storm water management measures as required by the Village's ordinances, and in accordance with plans and specifications approved by the Village Engineer, before grading, utility installation or any other land disturbing activity.
- d. *Water Mains and Service Pipes.* The Developer shall design, construct and install all water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve the Property from existing Village water facilities, and as required by the plans, specifications, and requirements of the Village, as approved by the Village Engineer. All materials used shall conform to the Village's specifications for water mains.
- e. *Easements and Utility Service.* The Developer shall install or cause to be installed electric, gas, television cables, and telephone lines, including

necessary appurtenances thereto, in order to serve the Property. All new utility service lines shall be installed underground.

- f. *Fencing and Debris Removal.* The Developer shall remove all interior fences and posts on the Property, if any, and shall remove all man-made debris on lands to be dedicated to the public, or which are public at this time.
- g. *Excess Fill Materials.* If excavations result in excess fill, and the Developer uses such fill materials on lots within the Property, the Developer shall be solely responsible for the location and method of placement of such material. Although such fill materials shall be leveled and graded to the specifications of the Village Engineer, neither the Village, the Village Engineer, nor the employees or agents of either, shall be responsible for the location, method of placement, type, or degree of compaction of any materials placed on private property.
- h. *Survey Monuments.* The Developer shall install all survey monuments for the Property in the manner required by law within the time required by law.
- i. *Well Abandonment and Razing Structures.* To the extent necessary, the Developer shall abandon all existing wells and septic systems within the Property in accordance with applicable Village, state and federal regulations, and instructions of the Village Engineer. All existing buildings and structures within the Property shall be razed in accordance with Village regulations.

ARTICLE II - PAYMENT OF FEES AND COSTS

- 1. *Fees.* The Developer shall pay the Village for all outstanding fees and assessments levied against the Property by the Village before the start of construction of the Improvements. In addition, the Developer shall pay all fees applicable to the development of the Property, including, but not limited to, the following fees and costs at the times specified:
 - a. *Inspection Fee:* \$30,000. Payable no later than the time this Agreement is executed. This is a deposit, and the actual fee will depend on the actual cost of inspection.
 - b. *Plan Review Deposit:* Previously paid as part of a deposit. This is a deposit, and the actual fee will depend on the actual cost of plan review.
 - c. *Storm Water Permit Application Fee:* \$3,650. Previously paid.

- d. *Park Fees*: The Developer agrees to pay park fees as determined by Village ordinances when the Developer applies for a building permit.
 - f. *Recapture Fee*: This property is subject to recapture fees for the West Side Sewer Interceptor. The fee for this is \$317 per acre.
2. *Developer to Reimburse Village Costs*. The Developer shall reimburse the Village for its actual cost of design, inspection, testing, construction, and associated legal, engineering and other fees for the required Improvements and this Agreement. The Village's costs shall be determined as follows:
- a. The actual cost of the Village's consulting, inspection, engineering and legal fees at the invoiced amount, incurred by the Village for purposes of the review, construction, inspection and testing of the Property, this Agreement, the proposed development and public Improvements.
 - b. The total cost of Village employees' time engaged in any way with the Improvements based on the hourly rate paid to the employee, plus 20 percent of those costs representing the Village's cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation and similar benefits.
 - c. The cost of Village equipment employed.
 - d. The cost of mileage reimbursed to Village employees which is attributed to the land division.
 - e. The actual costs of Village materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed 10 percent of the cost of the materials.
 - f. The costs incurred by the Village in connection with the review and approval of the development of the Property as well as the cost for review and approval of other related documents including agreements and deed restrictions.
 - g. Unless the amount totals less than \$50, the Village shall bill the Developer monthly for expenses incurred by the Village. Bills outstanding for more than 30 days shall accrue interest at the rate of 1-1/2 percent per month. Bills outstanding for more than 90 days shall be forwarded to the Developer's surety agency for payment. Amounts less than \$50 shall be held for billing by the Village until amounts total more than \$50, or until the conclusion of project activities.

ARTICLE III - ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

1. *Acceptance.* After the required Improvements have been installed and completed, and within 21 days after receiving written notice that the Developer desires the Village to inspect such Improvements, the Village Engineer shall inspect the Improvements and, if acceptable to the Village Engineer, the Village Board shall by resolution certify such Improvements as being in compliance with the standards and specifications of the Village. Before obtaining certification of any such Improvements, the Developer shall: (1) present to the Village valid lien waivers from all persons providing materials or performing work on the Improvements for which certification is sought; (2) provide as built drawings to the Village Engineer consisting of four hard copies on paper and one hard copy on Mylar film. Certification by the Village Engineer does not constitute a waiver by the Village of the right to draw funds under the letter of credit on account of defects in or failure of any Improvements that are detected or which occur following such certification.

The Developer agrees that the required public Improvements will not be accepted by the Village until they have been inspected and approved by the Village Engineer and furthermore until all outstanding Village costs, including engineering and inspection charges, have been paid in full and affidavits and lien waivers are received by the Village indicating that the contractors and their suppliers have been paid in full for all work and materials furnished under this Agreement. The water main and the respective service laterals shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Village Engineer. In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained and tested by a certified agency. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the Village's acceptance, under the direct supervision of the Village's Water Utility personnel. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and acceptance of the system by the Village, ownership and control of the system shall be turned over without any restrictions to the Village.

The Developer agrees to provide for maintenance and repair of all required Improvements until such Improvements are formally accepted by the Village by resolution.

The Village will provide timely notice to the Developer whenever an inspection reveals that an Improvement does not conform to the required standards and specifications or is otherwise defective. The Developer shall have 30 days from the issuance of such notice to cure the defect. The Village shall not declare a default

under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect, or unless the Village determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. The Developer shall have no right to cure defects in or failure of any improvement found to exist or occurring after the Village accepts dedication of the improvement(s).

2. *Guarantee.* The Developer agrees to guarantee and warrant all work performed under this Agreement for a period of one year from the date of final acceptance by the Village of the last improvement completed by the Developer against defects in workmanship or materials. If the Improvements are accepted between November 15 and April 15, both dates inclusive, the guarantee period shall extend to June 15 following that date which is one year from the date the Improvements are accepted by the Village. If any defect appears during the guarantee period, the Developer agrees to make required replacement or acceptable repairs of the defective work at its own expense, including total and complete restoration of any disturbed surface or component of the Improvements on lands where the repairs or replacement is required, to the standard provided in the approved plans and specifications.

All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by the Developer to the Village (as beneficiary).

ARTICLE IV - SURETY

1. *Letter of Credit.* The Developer shall, on or before the effective date of this Agreement, provide the Village with a Letter of Credit in the amount of \$1,391,500.00, having an expiration date of not earlier than one year after the date of execution of this Agreement to secure performance of this Agreement for Improvements. The amount of the required Letter of Credit is based on 115% of estimated cost to complete construction of the Improvements in this Agreement (\$1,210,000.00). The minimum term of any renewed or replacement Letter of Credit shall be one year. The form of Letter of Credit shall be subject to approval by the Village Attorney.
2. *Payment Procedure.*
 - a. *Payment under Letter of Credit.* The Letter of Credit shall be payable to the Village at any time upon presentation of (1) a sight draft drawn on the issuing Bank in the amount to which the Village is entitled to draw pursuant to the terms of this Agreement; (2) an affidavit executed by an authorized Village

official stating that the Developer is in default under this Agreement; and (3) the original Letter of Credit.

- b. *Reductions of Letter of Credit.* As work progresses on installation of the Improvements, the Village Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the letter of credit as hereinafter provided. When portions of the Improvements are completed by the Developer, and determined acceptable by the Village Engineer, the Village Administrator is authorized to reduce the amount of the required Letter of Credit after receiving: (1) copies of pay requests approved by the Developer's Engineer; (2) a statement from the Developer's Engineer certifying the estimated cost of the total amount of work remaining to complete the Improvements, including all approved or anticipated change orders; and, (3) partial lien waivers from the general contractor, subcontractors and material suppliers for the total amount paid to date. The amount of the reduced letter of credit shall be not less than 115 percent of the estimated cost of the total work remaining to complete the Improvements, including approved and anticipated change orders, as certified by the Developer's Engineer.
- c. *Reduction after Acceptance.* Upon acceptance by the Village Board of all Improvements required by this Agreement, the Village agrees to reduce the surety to an amount equal to an estimate of the Village Engineer to secure performance of the guarantee described in this Agreement, provided that the reduced amount is sufficient to guarantee the work performed pursuant to private contracts against defects in material and workmanship or will be at least 15 percent of the total cost of the Improvements, whichever is greater.
- d. *Accounting.* The Developer may inspect the Village records of payments made using the Letter of Credit upon request at reasonable times. However, the Village retains the exclusive right to determine, among other things, questions of design, specifications, construction cost, performance, contract compliance, and payment in connection with this work. The Developer agrees that in the absence of fraud on the part of the Village, the Village's decisions on all such matters shall control and shall be final.
- e. *Insufficient Letter of Credit Amount.* If the amount provided by the Letter of Credit is not sufficient to secure the Developer's performance of this Agreement, then the Village shall notify the Developer of the necessary increase in the Letter of Credit, or the additional amounts due, and the Developer agrees to increase the Letter of Credit or pay the Village for such additional costs within 30 days of receipt of notification.

- f. *Notice of Expiration.* The Developer agrees to provide written notice of the expiration of any Letter of Credit or replacement Letter of Credit provided for herein not less than 60 days before its expiration by sending written notice to the Village. Each Letter of Credit required herein shall be renewed or replaced at least 30 days before its respective expiration date, until the completion of the guarantee period specified in Article III, Section 2 of this Agreement. The amount of the required Letter of Credit shall not be reduced to reflect work that has been completed until the requirements for reductions in Letter of Credit specified above have been satisfied. Failure to timely provide renewed or replacement Letter of Credit shall constitute a default allowing the Village to draw upon existing Letter of Credit.

ARTICLE V- MISCELLANEOUS PROVISIONS

1. *Inspections.* The Developer grants the right of entry on the Property to personnel or agents of the Village to conduct inspections and monitor compliance with the provisions of this Agreement.
2. *Developer's Project Manager.* The Developer hereby designates Ed Hoksbergen, as the Project Manager, who shall act as the Developer's representative during the construction of the Improvements. The Project Manager shall be available during construction hours on the job site or available by telephone at 608-712-7514. During non-construction hours, the Project Manager shall be available to respond to emergencies at the following telephone number: 608-712-7514. _____.
3. *Building Permits.* Except as provided hereafter, building permits for lots within the Property shall not be issued until all Improvements have been constructed and approved by the Village Engineer, and the Village Engineer has certified that all "punch list" items have been completed to his or her satisfaction. The "punch list" items are those items needed to finally complete all Improvements. Notwithstanding the above, "early start" permits may be issued in the discretion of the Village Engineer if Improvements are deemed sufficiently complete as to impose no risk of the Village or residents of the Village.
4. *Other Laws Apply.* All applicable provisions of Chapter 18, Village of Mount Horeb ordinances, and any other applicable ordinances or laws shall be adhered to with respect to the design, construction and installation of required Improvements for the Plat. If there is a conflict between any law or regulation and this Agreement, the Village Board shall determine which shall control.

5. *Affirmative Action.* The Developer shall allow and shall require that its Contractors shall allow the maximum feasible opportunity for minority, handicapped and women business enterprises to compete for any subcontracts entered into pursuant to this Agreement. Nothing in this provision shall render the Developer responsible to the Village or any other person for the employment practices of any contractor or subcontractor, so long as the Developer takes those steps required by law to encourage its contractors and subcontractors to comply with such affirmative action requirements.
6. *Amendment.* This Agreement may only be amended by a written amendment instrument approved and executed by the Village and the Developer.
7. *No Release.* Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer by Chapter 18, Village of Mount Horeb ordinances, or any other applicable Village of Mount Horeb ordinance, state statute, or administrative rule. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Village and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Village's failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer or the acceptance of any Improvements.
8. *Force Majeure.* Neither party shall be responsible for any loss or delay caused by any act of war or of terrorism, any act of god or the happening or non-happening of any event outside the party's reasonable ability to control, the non-happening or happening of which was a presupposed condition underlying this Agreement.
9. *Successors Bound.* This Agreement shall be binding upon the Developer, its grantees, personal representatives, heirs, successors and assigns.
10. *No Vested Rights Created.* Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. The Village does not warrant by this Agreement that the Developer is entitled to any required approvals.
11. *No Third Party Beneficiaries.* This Agreement is solely for the benefit of the parties signatory to the Agreement. It shall not be construed to create any third party interest in any party, express or implied. Any person who derives any benefit hereunder is an incidental beneficiary without standing to sue.

12. *Severability.* Any illegal or unenforceable provision of this Agreement will be severed and will not render invalid any remaining portions of this Agreement.
13. *Sovereign Immunity.* The provisions of this Agreement are not meant to, and do not imply or create any waiver of the Village's sovereign immunity.
14. *Written Notice.* Any written notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

Village of Mount Horeb
Attn: Village Clerk
138 East Main Street
Mount Horeb, Wisconsin 53572-2138

Jeff Jaschinski
Encore Homes, Inc.
6840 Schneider Road
Middleton, WI 53562

15. *Effective Date.* This Agreement is entered into as of the day and year first written above.
16. *Indemnification.* This Developer agrees to indemnify and hold harmless the Village for any claim arising out of or relating to the design, construction, or installation of the required Improvements, or on account of the performance of the work at the development site and elsewhere pursuant to this Agreement, including any claims of inverse condemnation related to land dedicated to the Village related to the development of the Property.
17. *Attorney Fees.* If either party commences litigation, arbitration, or mediation to enforce the terms of this Agreement, the non-prevailing party shall pay all costs, including reasonable attorney fees and expert witness fees of the prevailing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs.
18. *Default.* A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The Village reserves to itself all remedies available at law or equity as necessary to cure any default. The Village also reserves to itself the right to draw on letters of credit provided hereunder, and to specially assess costs against the Property, in addition to pursuing any other available remedies.

Remedies shall include, but not be limited to, stopping all construction in the Property and prohibiting the transfer or sale of lots.

19. *Entire Agreement.* This Agreement shall constitute the entire agreement between the Developer and the Village relating to the Subdivision.
20. *Benefits.* The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written consent of the Village. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and shall be binding on the heirs, successors and assigns of the Developer. There is no prohibition on the right of the Village to assign its rights under this Agreement. The Village shall release the original Developer's Letter of Credit if it accepts new security from any developer or lender who obtains the property. However, no act of the Village shall constitute a release of the original Developer from its liability under this Agreement.
21. *Recording.* The Village may record a copy of this Agreement with the Register of Deeds. All costs of recording shall be paid by the Developer.
22. *Ownership Warranty.* The Developer hereby warrants that the Developer is the lawful owner of and now lawfully possesses the real estate to be improved pursuant to this Agreement.

[The balance of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

VILLAGE OF MOUNT HOREB

By _____
Ryan Czyzewski, Village President

By _____
Alyssa Gaffney, Village Clerk

STATE OF WISCONSIN)

COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2025, the above named Ryan Czyzewski and Alyssa Gaffney, to me known to be the Village President and Village Clerk of the Village of Mount Horeb, and the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

BROOKSTONE SOUTH LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)

COUNTY OF DANE)

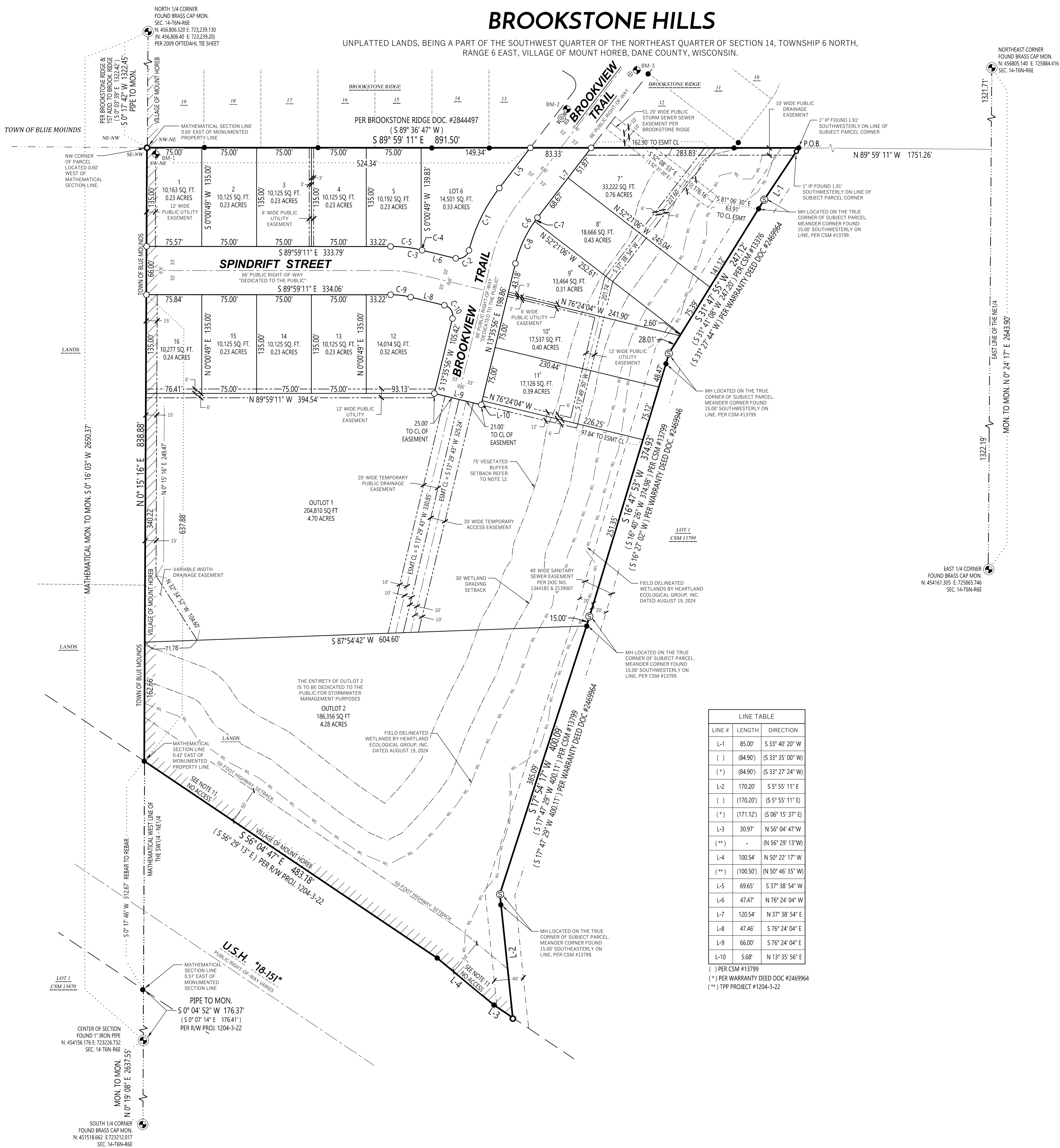
Personally, came before me this ____ day of _____, 2025, the above
named _____, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by and to be returned to:
Attorney Bryan Kleinmaier
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

BROOKSTONE HILLS

UNPLATTED LANDS, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 6 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN.



LEGEND

	FOUND PLSS SECTION MONUMENT TYPE NOTED		PLAT BOUNDARY LINE
	SET 1-1/4" X 18" REBAR, 4.30 LBS./LIN. FT.		RIGHT-OF-WAY
	FOUND 3/4" REBAR		INTERIOR LOT LINES
	FOUND 1-1/4" REBAR		PLATTED LINE
	FOUND 1" IRON PIPE UNLESS NOTED		CENTERLINE
	CHISELED "X"		EXISTING EASEMENT
	EXISTING FIRE HYDRANT		NEW EASEMENT
	VERTICAL BENCHMARK		SECTION/QUARTER LINE
	RECORDED AS		QUARTER/QUARTER LINE
			VILLAGE/TOWNSHIP LINE
			SETBACKS (TYP.)
			RIGHT-OF-WAY (EXISTING)
			DELINEATED WETLANDS

NOTES

- ALL DIMENSIONS MEASURED AND SHOWN ARE TO THE NEAREST ONE HUNDREDTH OF A FOOT; ALL ANGLES MEASURED TO THE NEAREST THREE SECONDS AND COMPUTED TO THE NEAREST ONE SECOND.
- FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEKS OF JUNE 11TH, JUNE 14TH, JUNE 20TH, JULY 1ST, JULY 16TH, & JULY 29TH, 2024.
- ALL INTERIOR LOT AND OUTLOT CORNERS NOT SHOWN, ARE MONUMENTED WITH 3/4" X 18" REBAR = 1.55 LBS./LIN. FT.
- OUTLOT 1 IS PRIVATE AND RESERVED FOR FUTURE DEVELOPMENT WITH TEMPORARY STORMWATER MANAGEMENT AND ACCESS EASEMENTS BEING GIVEN OVER A PORTION OF IT TO ACCESS OUTLOT 2.
- NORTH REFERENCE FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, DANE ZONE, (WISGRS DANE) NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT, NAD 83 (2011), GRID NORTH. THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14-T6N-R6E WAS MEASURED TO BEAR N 0° 24' 17" E
- UTILITY EASEMENTS - NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF S. 236.32, WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVE THE RIGHT TO SERVE THE AREA. THE FINAL GRADE ESTABLISHED BY THE SUBDIVIDER ON THE UTILITY EASEMENTS SHALL NOT BE ALTERED BY MORE THAN 6 INCHES BY THE SUBDIVIDER, HIS AGENT OR BY SUBSEQUENT OWNERS OF THE LOTS ON WHICH SUCH UTILITY EASEMENTS ARE LOCATED, EXCEPT WITH WRITTEN CONSENT OF THE UTILITY OR UTILITIES INVOLVED.
- ALL RIGHT-OF-WAYS DEPICTED WITHIN THE PLAT BOUNDARY ARE "DEDICATED TO THE PUBLIC".
- CURRENT PARCEL ZONING IS A-3 AGRICULTURAL FOR THE ENTIRE PARCEL, PROPOSED ZONING FOR LOTS 1-16 IS R-1 SINGLE FAMILY RESIDENTIAL. THE EXISTING ZONING FOR OUTLOT 1, AND OUTLOT 2, A-3 IS TO REMAIN.
- LOTS INDICATED WITH (*) OWNERS ARE RESPONSIBLE FOR THE MANAGEMENT OF THE GREEN-WAY AREA INDICATED BY THE FIELD DELINEATED WETLANDS COMPLETED BY HEARTLAND ECOLOGICAL GROUP, INC. DATED AUGUST 19, 2024.
- NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE. IMPROVEMENTS AND STRUCTURES INCLUDE, BUT ARE NOT LIMITED TO, SIGNS, PARKING AREAS, DRIVEWAYS, WELLS, SEPTIC SYSTEMS, DRAINAGE FACILITIES, BUILDINGS AND RETAINING WALLS. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION OR ITS ASSIGNS. CONTACT THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR MORE INFORMATION. THE PHONE NUMBER MAY BE OBTAINED BY CONTACTING THE COUNTY HIGHWAY DEPARTMENT.
- ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF U.S.H. "18" & "151". IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S. 236.293, STATS., AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OR ITS ASSIGNS. ANY ACCESS SHALL BE ALLOWED ONLY BY SPECIAL EXCEPTION, ANY ACCESS ALLOWED BY SPECIAL EXCEPTION SHALL BE CONFIRMED AND GRANTED ONLY THROUGH THE DRIVEWAY PERMITTING PROCESS AND ALL PERMITS ARE REVOCABLE.
- NO IMPERVIOUS AREA IS ALLOWED WITHIN THE 75' WETLAND SETBACK. THE AREA IN THE SETBACK IS TO BE A VEGETATED BUFFER.

CURVE TABLE						
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN TANGENT OUT
C-1	95.39'	233.00'	23° 27' 26"	S 25° 55' 11" W	94.73'	S 37° 38' 54" W S 14° 11' 28" W
C-2	23.41'	15.00'	89° 24' 29"	S 58° 53' 42" W	21.10'	N 14° 11' 28" E S 76° 24' 04" E
C-3	43.39'	183.00'	13° 35' 07"	N 83° 11' 37" W	43.29'	N 76° 24' 04" W N 89° 59' 11" W
C-4	1.24'	183.00'	0° 23' 19"	N 76° 35' 43" W	1.24'	N 76° 24' 04" W N 76° 47' 23" W
C-5	42.15'	183.00'	13° 11' 48"	N 83° 23' 17" W	42.06'	N 76° 47' 23" W N 89° 59' 11" W
C-6	70.10'	167.00'	24° 02' 58"	N 25° 37' 25" E	69.58'	N 37° 38' 54" E N 13° 35' 56" E
C-7	6.33'	167.00'	2° 10' 18"	N 36° 33' 45" E	6.33'	S 35° 28' 37" W S 37° 38' 54" W
C-8	63.77'	167.00'	21° 52' 40"	N 24° 32' 16" E	63.38'	S 13° 35' 56" W S 35° 28' 37" W
C-9	27.74'	117.00'	13° 35' 07"	S 83° 11' 37" E	27.68'	N 89° 59' 11" W N 76° 24' 04" W
C-10	23.56'	15.00'	90° 00' 00"	S 31° 24' 04" E	21.21'	N 76° 24' 04" W N 13° 35' 56" E

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

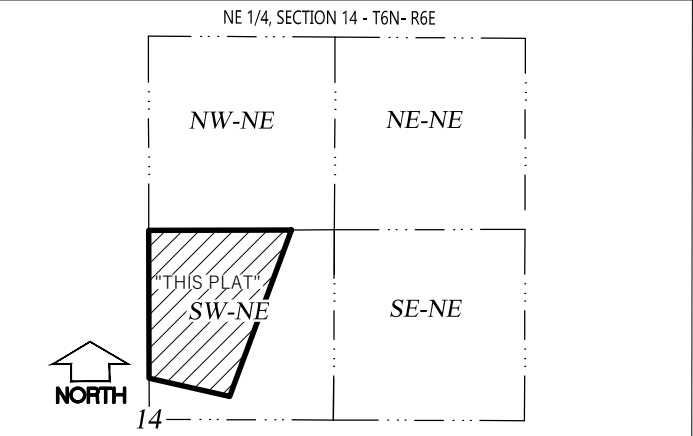
There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



LOCATION MAP NOT TO SCALE



SUBDIVIDER/OWNER:
BROOKSTONE SOUTH, LLC
6840 SCHNEIDER ROAD
MIDDLETON, WI 53562



SURVEYOR/ENGINEER/PLANNER:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

BROOKSTONE HILLS

UNPLATTED LANDS, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 6 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN.

CERTIFICATE OF VILLAGE TREASURER

STATE OF WISCONSIN)
DANE COUNTY) ss.

I, DENISE SCHWENN, BEING THE DULY APPOINTED, QUALIFIED AND ACTING VILLAGE TREASURER OF THE VILLAGE OF MOUNT HOREB, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF,

THIS _____ DAY OF _____, 20____, ON ANY OF THE LANDS INCLUDED IN THE PLAT OF BROOKSTONE HILLS.

DATE _____ DENISE SCHWENN, VILLAGE TREASURER _____

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN)
DANE COUNTY) ss.

I, ADAM GALLAGHER, BEING THE DULY ELECTED, QUALIFIED AND ACTING COUNTY TREASURER OF DANE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF,

THIS _____ DAY OF _____, 20____, AFFECTING THE LANDS INCLUDED IN THE PLAT OF BROOKSTONE HILLS.

DATE _____ ADAM GALLAGHER, COUNTY TREASURER _____

CERTIFICATE OF VILLAGE CLERK, VILLAGE BOARD RESOLUTION

STATE OF WISCONSIN)
DANE COUNTY) ss.

RESOLVED THAT THIS PLAT KNOWN BROOKSTONE HILLS, LOCATED AS BEING UNPLATTED LANDS, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 6 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN. WAS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF MOUNT HOREB.

I, ALYSSA GAFFNEY, DO HEREBY CERTIFY THAT I AM THE DULY APPOINTED, QUALIFIED AND ACTING CLERK OF THE VILLAGE OF MOUNT HOREB, AND THAT THIS PLAT WAS APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF MOUNT HOREB, DANE COUNTY WISCONSIN, AND THAT SAID RESOLUTION FURTHER PROVIDED FOR THE ACCEPTANCE OF THOSE LANDS AND RIGHTS DEDICATED BY SAID BROOKSTONE HILLS FOR PUBLIC USE BY:

RESOLUTION NO. _____, ADOPTED ON THIS _____ DAY OF _____, 20____.

DATE _____ ALYSSA GAFFNEY, VILLAGE CLERK _____

OWNER'S CERTIFICATE OF DEDICATION

BROOKSTONE SOUTH, LLC, AS OWNER, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE PLAT. WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

DEPARTMENT OF ADMINISTRATION
VILLAGE BOARD, VILLAGE OF MOUNT HOREB

WITNESS THE HAND AND SEAL OF SAID OWNER THIS _____ DAY OF _____, 20____.
IN PRESENCE OF:

JEFFREY A. JASCHINSKI, AUTHORIZED MEMBER
BROOKSTONE SOUTH, LLC

STATE OF WISCONSIN)
DANE COUNTY) ss.

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____.

THE ABOVE NAMED AUTHORIZED MEMBER OF BROOKSTONE SOUTH, LLC, TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES _____.

CONSENT OF MORTGAGEE

_____, A BANKING ASSOCIATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN , MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEY, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT AND DOES HEREBY CONSENT TO THE OWNER'S CERTIFICATE.

IN WITNESS WHEREOF, SAID _____ HAS CAUSED THESE PRESENTS TO BE SIGNED BY CORPORATE OFFICER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED

ON THIS _____ DAY OF _____, 20____

BY: _____
AUTHORIZED OFFICER

STATE OF WISCONSIN)
DANE COUNTY) ss.

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____.

THE ABOVE NAMED BANKING ASSOCIATION, _____,

AUTHORIZED OFFICER
TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN _____ MY COMMISSION EXPIRES _____

SURVEYORS CERTIFICATE

I, ZACHARY M. REYNOLDS, WISCONSIN PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND PROVISIONS AS STATED IN CHAPTER 315: LAND DIVISION AND SUBDIVISION - VILLAGE OF MOUNT HOREB ORDINANCES AND UNDER THE DIRECTION OF BROOKSTONE SOUTH, LLC, I HAVE SURVEYED, DIVIDED AND MAPPED BROOKSTONE HILLS; THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED; AND THAT THIS LAND, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 6 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF AFORESAID SECTION 14; THENCE, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, NORTH 00 DEGREES 24 MINUTES 17 SECONDS EAST, 1322.19 FEET; THENCE, NORTH 89 DEGREES 59 MINUTES 11 SECONDS WEST, 1751.26 FEET TO THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 13799, RECORDED IN VOLUME 91 OF CERTIFIED SURVEY MAPS OF DANE COUNTY ON PAGES 175-177 AS DOCUMENT NO. 5096631 (CSM 13799), AND ALSO THE POINT OF BEGINNING; THENCE, ALONG THE WESTERLY LINE OF AFORESAID CSM 13799, SOUTH 33 DEGREES 40 MINUTES 20 SECONDS WEST, 85.00 FEET, THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 31 DEGREES 47 MINUTES 55 SECONDS WEST, 247.12 FEET; THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 16 DEGREES 47 MINUTES 53 SECONDS WEST 374.93 FEET; THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 17 DEGREES 54 SECONDS 17 SECONDS WEST, 400.09 FEET; THENCE, CONTINUING ALONG SAID WESTERLY LINE, SOUTH 05 DEGREES 55 MINUTES 11 SECONDS EAST, 170.20 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF UNITED STATES HIGHWAY 18 151 (U.S.H. 18-151); THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 56 DEGREES 04 MINUTES 47 SECONDS WEST, 30.97 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 50 DEGREES 22 MINUTES 17 SECONDS WEST 100.54 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 56 DEGREES 04 MINUTES 47 SECONDS WEST 493.18 FEET, TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 14; THENCE, ALONG SAID WESTERLY LINE, NORTH 00 DEGREES 15 MINUTES 16 SECONDS EAST, 838.88' TO THE SOUTHWEST CORNER OF BROOKSTONE RIDGE, RECORDED IN VOLUME 57-70A OF PLATS OF DANE COUNTY ON PAGES 277-278 AS DOCUMENT NO. 2844497; THENCE, ALONG THE SOUTH LINE OF SAID BROOKSTONE RIDGE, SOUTH 89 DEGREES 59 MINUTES 11 SECONDS EAST, 891.50 FEET, BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 664,625 SQUARE FEET, OR 15.26 ACRES.

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

DATE _____

SUBDIVIDER/OWNER:
BROOKSTONE SOUTH, LLC
6840 SCHNEIDER ROAD
MIDDLETON, WI 53562



SURVEYED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



OFFICE OF THE REGISTER OF DEEDS

_____ COUNTY, WISCONSIN

RECEIVED FOR RECORD _____,

20____ AT _____ O'CLOCK _____ M AS

DOCUMENT # _____

IN VOL. _____ OF PLATS,

ON PAGE(S) _____.

REGISTER OF DEEDS



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.i

Consideration of Resolution 2025-10, "Authorizing the Issuance and Sale of Up to \$1,871,833 General Obligation Water System Promissory Notes, Series 2025 and Providing for Other Details and Covenants with Respect Thereto"

BACKGROUND

This Resolution formally authorizes the issuance and sale of the bonds through the Clean Water Loan Fund for the Nesheim Water Main Project. Using the clean water loan fund saves us interest costs versus a traditional revenue debt loan we would have to go to market for on a water project.

RECOMMENDATION

ATTACHMENTS

1. reso 2025-10 Clean Water Loan

RESOLUTION NO. 2025-10

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$1,871,833 GENERAL OBLIGATION WATER
SYSTEM PROMISSORY NOTES, SERIES 2025,
AND PROVIDING FOR OTHER DETAILS AND COVENANTS
WITH RESPECT THERETO

WHEREAS, the Village of Mount Horeb, Dane County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 5161-04 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes, assigned No. W-2024-0622 and dated July 29, 2024 by the DNR; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;
- (c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;

(d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(e) "Fiscal Year" means the twelve-month period ending on each December 31;

(f) "Governing Body" means the Village Board, or such other body as may hereafter be the chief legislative body of the Municipality;

(g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(h) "Municipality" means the Village of Mount Horeb, Dane County, Wisconsin;

(i) "Notes" means the \$1,871,833 General Obligation Water System Promissory Notes, Series 2025, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(j) "Note Year" means the twelve-month period ending on each May 1;

(k) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto; and

(l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$1,871,833; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the President and Village Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Water System Promissory Notes, Series 2025" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.475% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on November 1, 2025 and semiannually thereafter on May 1 and November 1 of

each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the President and Village Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "General Obligation Water System Promissory Notes, Series 2025, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2025 through 2044, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2025 through 2045, inclusive, when due. The amount of the tax levied for the year 2025 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of interest on the Notes in the year 2025.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be levied for collection in the following years in the following amounts:

<u>Tax Collection</u> <u>Year</u>	<u>Amount</u>
2026	\$127,116.32
2027	118,857.75
2028	118,834.70
2029	118,811.07
2030	118,786.86
2031	118,762.04
2032	118,736.62
2033	118,710.57
2034	118,683.87
2035	118,656.51
2036	118,628.47
2037	118,599.73
2038	118,570.30
2039	118,540.13
2040	118,509.20
2041	118,477.51
2042	118,445.05
2043	118,411.78
2044	118,377.69
2045	118,342.75

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

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

(d) There be and there hereby is appropriated from funds of the Municipality on hand a sum sufficient to be deposited in the Debt Service Fund to meet payments with respect to debt service due on November 1, 2025.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "General Obligation Water System Promissory Notes, Series 2025 Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality. No such investment shall be in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

An officer of the Municipality charged with responsibility for issuing the Notes shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Notes are not "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$1,871,833 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Rebate Fund. Unless the Notes are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Notes are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Notes under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Notes have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Notes and may only be used for the payment of any rebate liability with respect to the Notes.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Notes. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Notes for each computation date until six (6) years after the retirement of the last of the Notes. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both

principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 15. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 16. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 17. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: August 6, 2025

Approved: August 6, 2025

Ryan Czyzewski
President

Attest:

Alyssa Gaffney
Village Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
DANE COUNTY
VILLAGE OF MOUNT HOREB

REGISTERED
\$ _____

GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTE, SERIES 2025

Final
Maturity Date

May 1, 2045

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the Village of Mount Horeb, Dane County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.475% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2025.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Two and 475/1000ths percent (2.475%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted August 6, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$1,871,833 General Obligation Water System Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrepealable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF MOUNT HOREB,
WISCONSIN

(SEAL)

By: _____
Ryan Czyzewski
President

By: _____
Alyssa Gaffney
Village Clerk

COPY

(Form of Assignment)

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

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature(s) guaranteed by

SCHEDULE A

\$1,871,833

VILLAGE OF MOUNT HOREB, WISCONSIN
GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTES, SERIES 2025

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2026	\$ 73,461.47
May 1, 2027	75,279.64
May 1, 2028	77,142.82
May 1, 2029	79,052.10
May 1, 2030	81,008.64
May 1, 2031	83,013.60
May 1, 2032	85,068.19
May 1, 2033	87,173.63
May 1, 2034	89,331.18
May 1, 2035	91,542.12
May 1, 2036	93,807.79
May 1, 2037	96,129.53
May 1, 2038	98,508.74
May 1, 2039	100,946.83
May 1, 2040	103,445.26
May 1, 2041	106,005.53
May 1, 2042	108,629.17
May 1, 2043	111,317.74
May 1, 2044	114,072.86
May 1, 2045	116,896.16



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.j

Rezone Ordinance and Certified Survey Map for Multi-Family Project at 101 Perimeter Rd, JT Klein Company Inc

BACKGROUND

Jt Klein Companies has purchased the former Karakahl property for the purpose of redevelopment as a multifamily development. As their plans have evolved, the proposal has changed from one building, to two separate buildings on separate lots. The two separate lots and buildings are needed due to the financing mechanisms being used for the project. One building will consist of 49 market-rate apartments and the second will be 40 affordable senior apartments.

Klein has applied for the first step of the Planned Development process, the General Development Plan, which is the rezoning step. The Plan Commission held a public hearing and are recommending approval of the rezoning of the property from PB - Planned Business to PD - Planned Development and also recommending approval of the Certified Survey Map (CSM) that divides the lot into two separate lots for the two buildings. The proposed CSM is included in documents provided by Klein. Also included in your packet is Village Planner Ben Rohr's memo summarizing the project and listing the flexibilities requested. The Plan Commission's recommended approval includes the recommendations of Planner Rohr.

RECOMMENDATION

ATTACHMENTS

1. 101 Perimeter Rd JT Klein PB to PD-300 Letter
2. GDP Application
3. Mount Horeb Concep Plan 7.16.25 Updated.pdf Final
4. 101 Perimeter Multi-Family Building GDP 7.23.25
5. Ord 2025-11 rezone 101 Perimeter RD

VILLAGE OF MOUNT HOREB
PUBLIC HEARING
JULY 23, 2025

The Plan Commission of the Village of Mount Horeb will hold a public hearing on the above date at 7:00pm in the Board Room of the Municipal Building, 138 E Main Street, Mount Horeb, WI.

The purpose of the hearing is to consider an application from JT Klein Company, INC for the creation of a General Development Plan for a zoning change from PB Planned Business to PD – Planned Development to construct two multi-family residential apartment buildings at 101 Perimeter Road further described as parcel 0606-124-0065-1.

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

PUBLISH: Mount Horeb Mail July 3, 2025
Mount Horeb Mail July 10, 2025



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



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

PLAN COMMISSION APPLICATION

PROJECT NAME: Mount Horeb Development (Former Karakahl Country Inn)

Project Address 101 Perimeter Rd **Parcel Number:** 157/0606-124-0065-1

[Access Dane Link](#)

Zoning Map

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

APPLICANT: JT Klein Company, Inc.	
ADDRESS: 818 S Park St. Madison WI 53715	
PHONE: 612-202-1577	EMAIL: jacob@jtklein.com

OWNER: JT Klein Company, Inc.	
ADDRESS: 818 S Park St. Madison WI 53715	
PHONE: 612-202-1577	EMAIL: jacob@jtklein.com

PROJECT DESCRIPTION: 101 Perimeter Rd Former Karakahl Country Inn. Redevelopment of site into multi-family housing.

OWNER/APPLICANT SIGNATURE: Jacob Klein **DATE:** 4/21/2025

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	

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 mhbbuildinginspector@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.

July 14, 2025

Nicholas Owen
Village Administrator
Village of Mount Horeb
138 E Main Street
Mount Horeb, WI 53572

RE: Karakahl Redevelopment

Dear Mr. Owen,

Please accept the following submittal packet for consideration by the Village of Mount Horeb. This submittal the redevelopment of the Former Karakahl Country Inn located at 101 Perimeter rd.

We appreciate your time to review our submittal. Please do not hesitate to reach out with any questions.

Sincerely,



Jacob T. Klein
President

1. A. Project Developer - JT Klein Company, Inc.

JT Klein Company, Inc. (JTK) was founded in 2014 with the ambition of increasing access to senior and multifamily affordable housing in Wisconsin and Dane County. Based in Madison, Wisconsin, JTK is a leading workforce housing developer and has successfully developed 871 housing units in Dane County. Most recently, JTK started construction on Phase II of its redevelopment of the former Westgate Mall in Madison. Upon completion, this project will contain over 620 apartments, including market rate, affordable senior and workforce housing.

Using years of experience and a high level of attention to detail, JT Klein is able to navigate each project's unique challenges to ensure each building is built in a timely fashion without sacrificing quality. JT Klein understands the challenges of developing multifamily housing and continues to complete successful projects on time and on budget.

818 S. Park Madison, WI 53715

B. Project Contacts

Architect: Knothe Bruce & Associates

KBA was founded on the principle that thoughtful design can improve the way we live and work. With over half a century of architectural expertise, we have grown into a firm recognized for our dedication to creating meaningful spaces that balance innovation and practicality. Over the years, we've remained true to our belief that great design is about more than aesthetics, it's about creating spaces that truly serve the people who use them. Our approach is rooted in collaboration, ensuring that each design is a thoughtful response to our clients' needs while enhancing the surrounding environment.

8401 Greenway Blvd Suit 900 Middleton, WI 53562

Civil Engineering: Wyser Engineering

Our team of professional engineers and land surveyors provides site planning, water resources engineering, utility and infrastructure design, traffic engineering and surveying solutions to public and private sector clients for complete project delivery. Wyser Engineering aims to establish long lasting relationships with all Clients as a vested consultant to serve your needs. Concept through Construction.

300 E Front St Mount Horeb WI 53572

Property Management Team- Oakbrook Corporation

This project will be professionally managed by an entity controlled by Oakbrook Corporation, Inc. Based in Madison, WI, Oakbrook's multifamily property management group has extensive

experience managing apartment communities of all types and sizes. Their portfolio consists of senior and family communities which operate as market rate properties or were financed with Section 42 Low Income Housing Tax Credits or under various other state and federal programs. Oakbrook Corporation currently employs over 280 individuals and manages over 8,300 apartments in 118 different properties in Wisconsin, Iowa and Illinois, and 46 commercial properties in the Madison area totaling over 1,900,000 square feet.

2 Science Court Madison, WI 53704

C. Description of Proposed Uses:

JT Klein Company, Inc. is pleased to present this proposal for the redevelopment of the former Karakahl Country Inn, located at 101 Perimeter Road in Mount Horeb, Wisconsin. The current site has sat vacant and deteriorating for years and is considered by all definitions blighted. This redevelopment presents a unique opportunity to eliminate a longstanding eyesore at one of Mount Horeb's most visible entry points and replace it with a thoughtfully designed, high-quality residential community.

The project consists of two separate three-story apartment buildings, constructed above underground parking. This new community will offer a mix of studio, one, and two-bedroom apartment homes designed to attract a diverse range of residents. One building will feature 49 market-rate units, while the other will provide 40 affordable housing units for seniors. Units will feature open layouts, contemporary finishes, in-unit laundry, and private outdoor space. Common amenities will include a community room, fitness center, underground heated parking, elevator access, and secure entry.

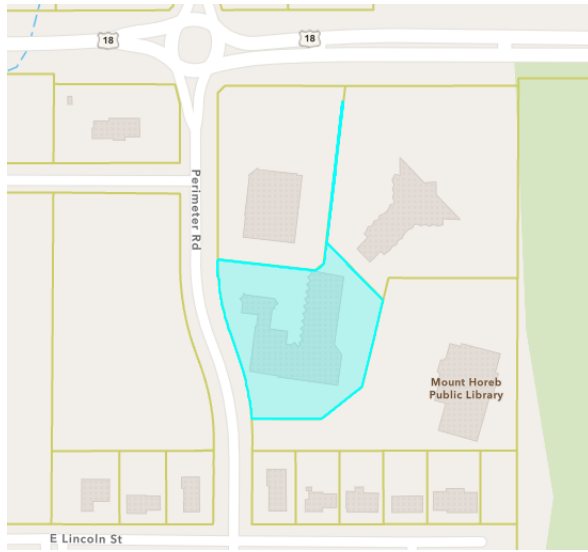
The decision to split the originally planned single development lot into two separate lots was made to accommodate the financing requirements as well as the feedback received at concept review for the community desire to have dedicated senior housing. Each project will be funded independently, and separating the lots is necessary to ensure that the financing structures remain clear and legally distinct. This division allows each project to proceed with its own financing arrangements without creating complications or overlaps.

During the concept review process for the project, we heard clear and consistent feedback from the community expressing a strong desire for senior housing. In response to that input, we revised the original plan to include a dedicated senior housing component. To make both buildings financially viable, especially given the affordability and accessibility goals for senior housing we needed to increase the overall unit count. The additional units help support the cost of development and long-term operations, ensuring that we can meet the community's request while keeping both projects sustainable.

Location Map:

The redevelopment site is located at 101 Perimeter Rd, formerly the Karakahl Country Inn, a long-vacant hotel property directly visible from US-151. The site has deteriorated significantly and is now considered blighted, with overgrown landscape, unsafe structures, and deteriorating pavement. This redevelopment offers an opportunity to transform an underutilized and highly visible site into a modern, vibrant asset for the community.

101 Perimeter Rd. Map



Project Themes and Images:

JTK has included a conceptual site plan, example elevations, and sample interior photos from other similar JT Klein projects. The final design for Mount Horeb will be specific to this site as we work through the neighborhood and City review process with the help of our architect & engineers.

Photos of JTK's Development: Oak Ridge at University Park



General Relationship of the Project to the Master Plan:

The proposed 89-unit multi-family development aligns closely with the Village of Mount Horeb's Comprehensive Plan, which emphasizes expanding housing options for a range of income levels and household types. It encourages zoning amendments to support higher density, promotes redevelopment of underutilized or blighted properties, and prioritizes infill housing projects. This proposal addresses these objectives directly by revitalizing the former Karakahl Country Inn site—a long-vacant and blighted property—into high-quality, well-designed housing that increases supply without expanding the village's footprint. By redeveloping this underutilized site into a vibrant residential community, the project supports the Village's commitment to sustainable growth, economic revitalization, and housing affordability.

VILLAGE OF MOUNT HOREB VISION STATEMENT The Village of Mount Horeb will continue to be a thriving and active community that builds on its unique culture, character, assets, location, and history to foster community, economic, and tourism development. The Village will continue to grow and evolve by developing and retaining local businesses, attracting new businesses and employers, and offering housing availability and affordability, while maintaining its character, aesthetic look, and feel. A vibrant downtown featuring the community's historic past and bright future acts as the community's center piece for cultural, recreational, business, shopping, and tourism activities. Building on its high quality of life, the Village will be a welcoming, safe, clean, healthy, and inclusive place to live, work, and play.

Example Elevations

KEY PLAN

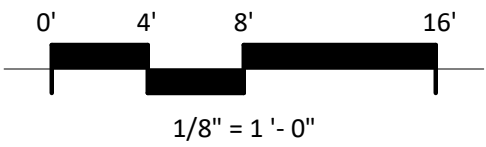
ISSUED
Plan Commission Submittal - May 23, 2025

PROJECT TITLE
Klein Perimeter Rd.

101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #1
Exterior
Elevations Colored

SHEET NUMBER

AC204.1
PROJECT NUMBER
2514



EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE LAP SIDING 6"	JAMES HARDIE	DEEP OCEAN
03	COMPOSITE LAP SIDING 6"	JAMES HARDIE	AGED PEWTER
04.1	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
04.2	COMPOSITE PANEL	JAMES HARDIE	COBBLESTONE
05	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
06	BRICK VENEER	HEBRON BRICK	CHAMPAGNE
07	CAST STONE BANDS & SILLS	BIG RIVER	SMOOTH 14-31
08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	ALUMINIUM STOREFRONT	KAWNEER	WHITE
10	COMPOSITE WINDOWS	ANDERSEN	WHITE
11	ASHPALT SHINGLES	CERTANTEED	WEATHERED WOOD
12	WRAPPED COLUMN	JAMES HARDIE	COBBLESTONE

KEY PLAN

ISSUED
Plan Commission Submittal - May 23, 2025

PROJECT TITLE
Klein Perimeter Rd.

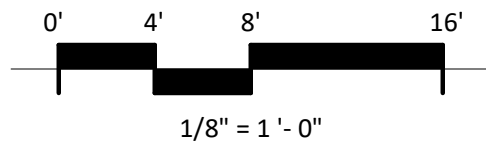
101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #1
Exterior
Elevations Colored

SHEET NUMBER

AC203.1

PROJECT NUMBER

2514



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04.2	COMPOSITE PANEL	JAMES HARDIE	COBBLESTONE
05	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
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08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	ALUMINIUM STOREFRONT	KAWNEER	WHITE
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11	ASHPALT SHINGLES	CERTANTEED	WEATHERED WOOD
12	WRAPPED COLUMN	JAMES HARDIE	COBBLESTONE

KEY PLAN

ISSUED
Plan Commission Submittal - May 23, 2025

PROJECT TITLE
Klein Perimeter Rd.

101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #2
Exterior
Elevations Colored

SHEET NUMBER

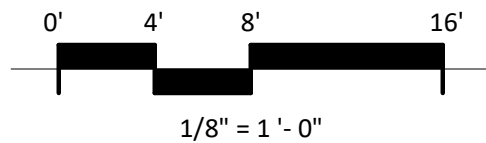
AC203.2
PROJECT NUMBER
2514



1 COLORED ELEVATION - SOUTH
AC203.2 1/8" = 1'-0"



2 COLORED ELEVATION - WEST
AC203.2 1/8" = 1'-0"



EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE LAP SIDING 6"	JAMES HARDIE	DEEP OCEAN
03	COMPOSITE LAP SIDING 6"	JAMES HARDIE	AGED PEWTER
04	COMPOSITE BOARD & BATTEN	JAMES HARDIE	COBBLESTONE
05	COMPOSITE TRIM	JAMES HARDIE	COBBLESTONE
06	BRICK VENEER	HEBRON BRICK	CHAMPAGNE
07	CAST STONE BANDS & SILLS	BIG RIVER	SMOOTH 14-31
08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	ALUMINIUM STOREFRONT	KAWNEER	WHITE
10	COMPOSITE WINDOWS	ANDERSEN	WHITE
11	ASHPALT SHINGLES	CERTANTEED	WEATHERED WOOD

KEY PLAN

ISSUED
Plan Commission Submittal - May 23, 2025

PROJECT TITLE
Klein Perimeter Rd.

101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #2
Exterior
Elevations Colored

SHEET NUMBER

AC204.2

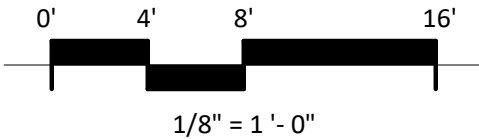
PROJECT NUMBER
2514



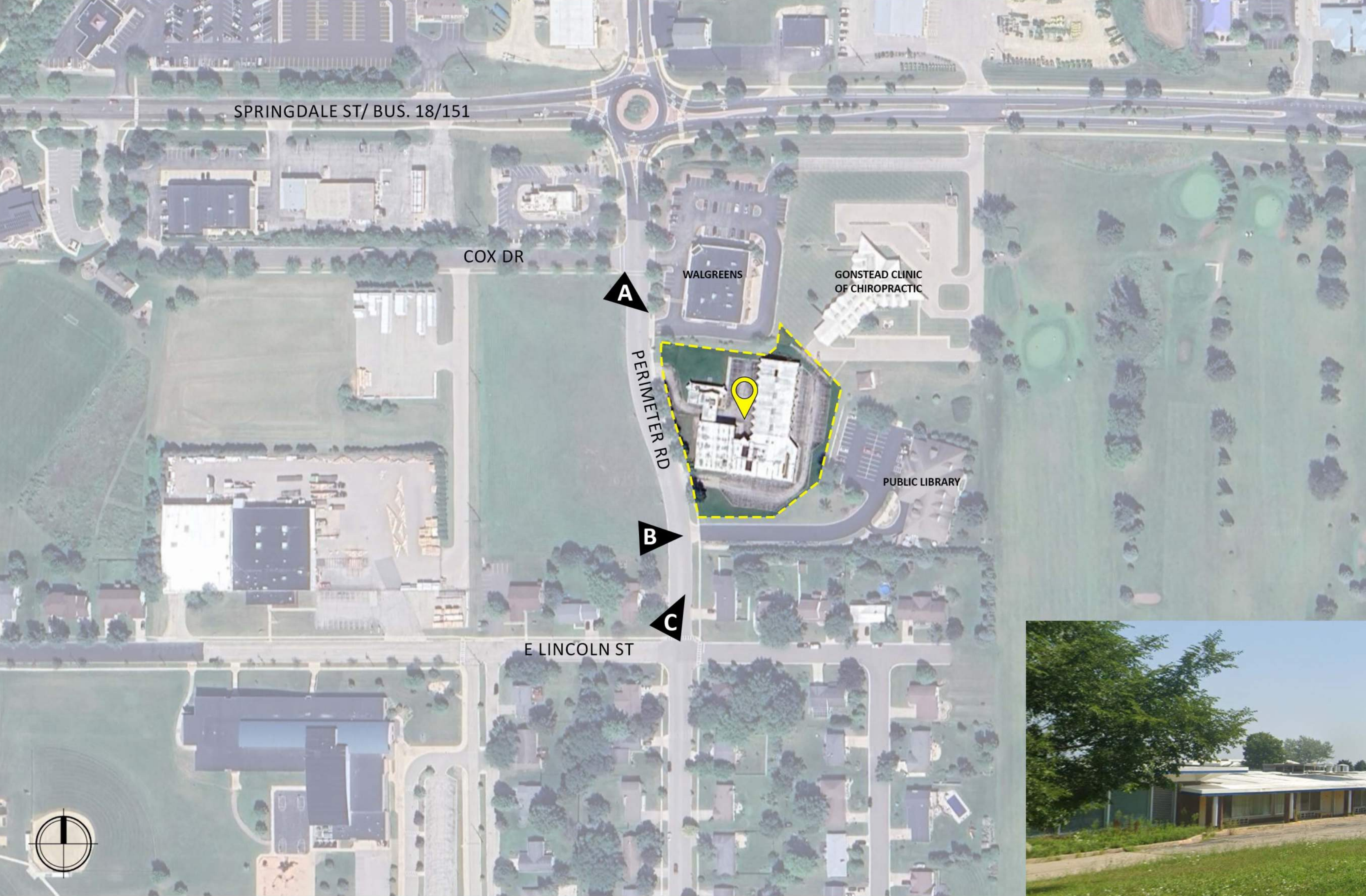
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AC204.2 1/8" = 1'-0"



2 COLORED ELEVATION - EAST
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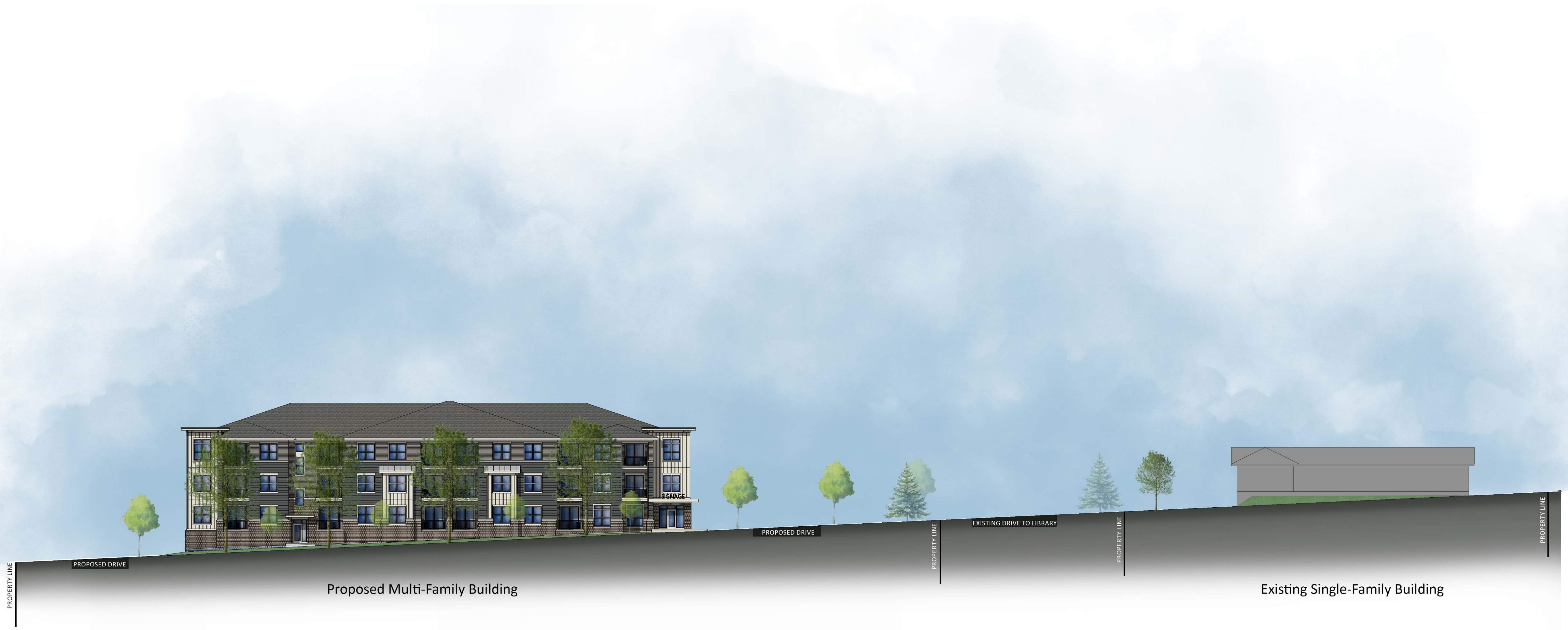
EXTERIOR MATERIAL SCHEDULE			
MARK	BUILDING ELEMENT	MANUFACTURER	COLOR
01	COMPOSITE LAP SIDING 6"	JAMES HARDIE	IRON GRAY
02	COMPOSITE LAP SIDING 6"	JAMES HARDIE	DEEP OCEAN
03	COMPOSITE LAP SIDING 6"	JAMES HARDIE	AGED PEWTER
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06	BRICK VENEER	HEBRON BRICK	CHAMPAGNE
07	CAST STONE BANDS & SILLS	BIG RIVER	SMOOTH 14-31
08	RAILINGS & HANDRAILS	SUPERIOR	BLACK
09	ALUMINIUM STOREFRONT	KAWNEER	WHITE
10	COMPOSITE WINDOWS	ANDERSEN	WHITE
11	ASHPALT SHINGLES	CERTANTEED	WEATHERED WOOD



Site Locator Map & Context Photos

Multi-Family Development
101 Perimeter Rd., Mt. Horeb, WI
NEIGHBORHOOD PRESENTATION | 2025.04.17 | 2514





Proposed Multi-Family Building

Existing Single-Family Building

0 4' 8' 16' 32' 64'
GRAPHIC SCALE

Concept Site Section Along Perimeter Rd.

JTKLEIN, INC.
DEVELOPMENT • CONSTRUCTION • MANAGEMENT

Multi-Family Development
101 Perimeter Rd., Mt. Horeb, WI
NEIGHBORHOOD PRESENTATION | 2025.04.17 | 2514

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ISSUED

Neighborhood Meeting - April 17, 2025
Plan Commission Submittal - May 23, 2025
Issued for Review - July 16, 2025

101 Perimeter Rd.
Mt. Horeb, Wisconsin

SHEET TITLE

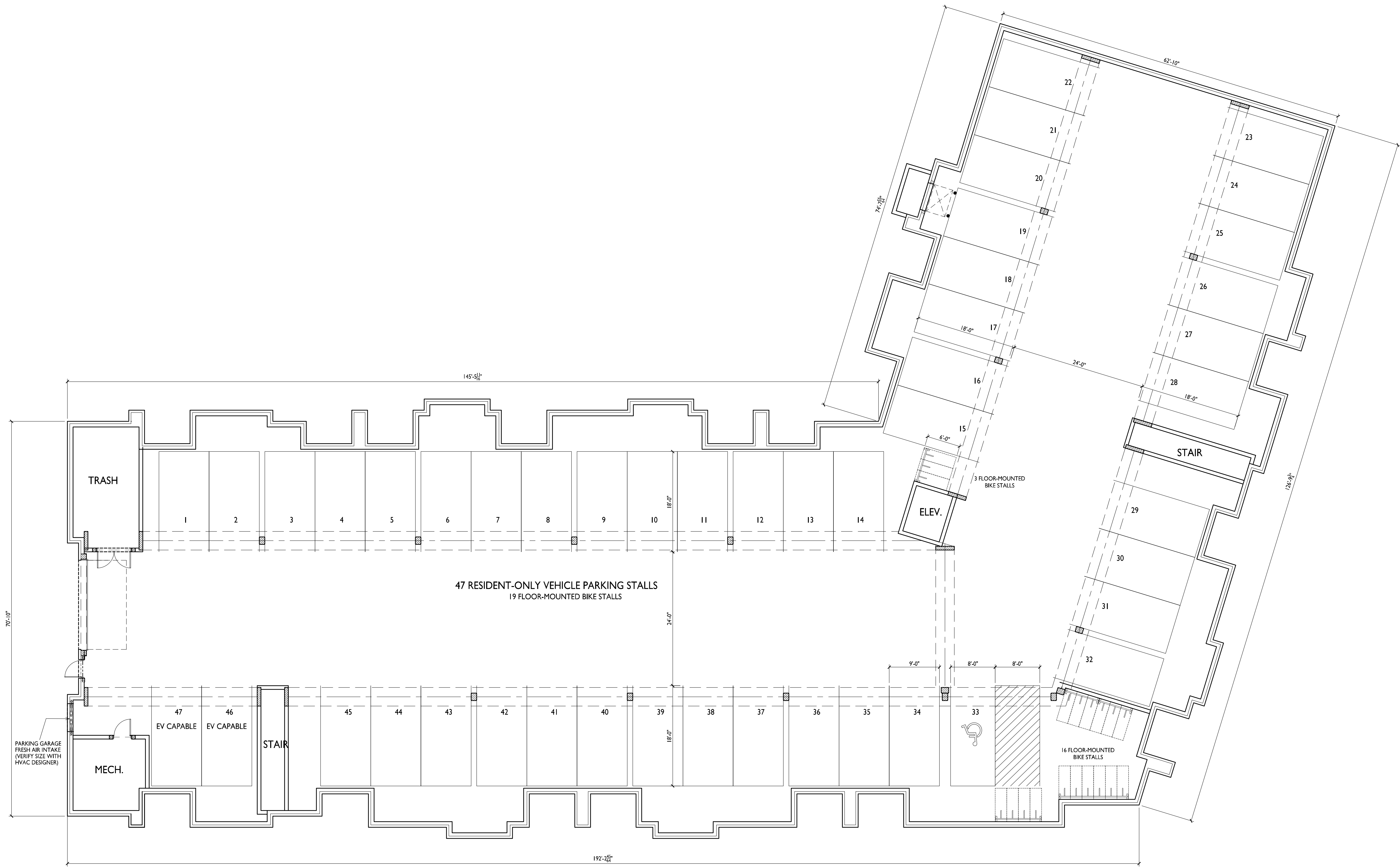
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Basement Floor
Plan

SHEET NUMBER _____

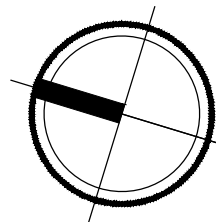
AC100.1

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BASEMENT FLOOR PLAN - BLDG #1

 $1/8" = 1'-0"$ 



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PROJECT TITLE
Klein Perimeter Rd.

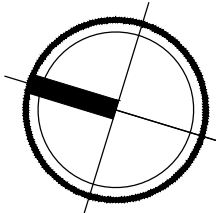
101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #1
First Floor Plan

SHEET NUMBER

ACI01.1

PROJECT NO. **2514**

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PROJECT TITLE
Klein Perimeter Rd.

101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #1
Second Floor Plan

SHEET NUMBER

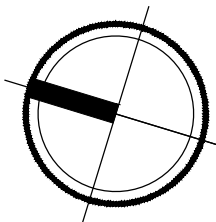
AC102.1

PROJECT NO. 2514

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1 SECOND FLOOR PLAN - BLDG #1
AC102.1 1/8" = 1'-0"



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PROJECT TITLE
Klein Perimeter Rd.

101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #I
Third Floor Plan

SHEET NUMBER

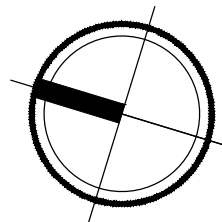
ACI03.1

PROJECT NO. 2514

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I
ACI03.1
THIRD FLOOR PLAN - BLDG #I
1/8" = 1'-0"





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PROJECT TITLE

Klein Perimeter Rd.

101 Perimeter Rd.
Mt. Horeb, Wisconsin

SHEET TITLE

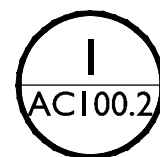
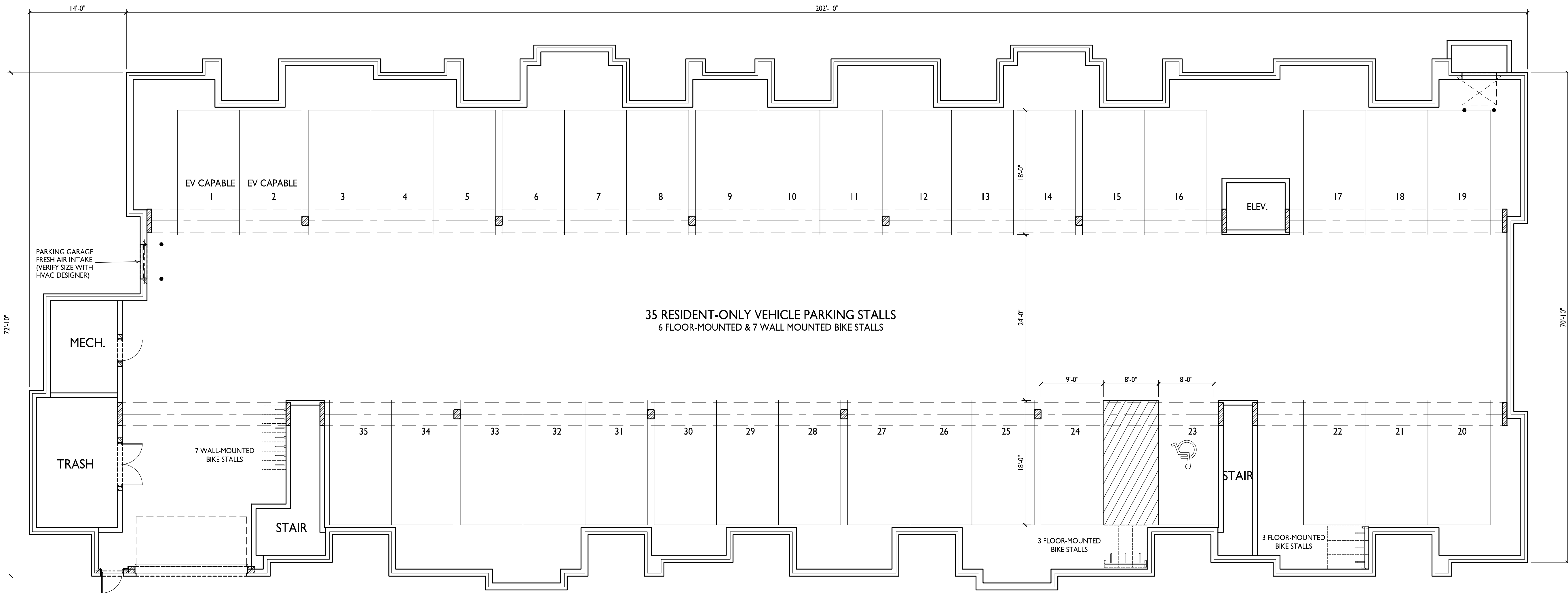
Building #2
Basement Floor
Plan

SHEET NUMBER

AC100.2

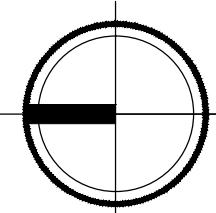
PROJECT NO. 2514

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BASEMENT FLOOR PLAN - BLDG #2

1/8" = 1'-0"



LOT 2



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PROJECT TITLE
Klein Perimeter Rd.

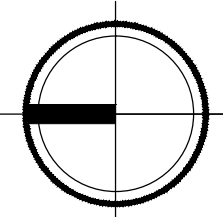
101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #2
First Floor Plan

SHEET NUMBER

ACI01.2

PROJECT NO. 2514

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PROJECT TITLE
Klein Perimeter Rd.

101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #2
Second Floor Plan

SHEET NUMBER

ACI02.2
PROJECT NO. 2514
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PROJECT TITLE
Klein Perimeter Rd.

101 Perimeter Rd.
Mt. Horeb, Wisconsin
SHEET TITLE
Building #2
Third Floor Plan

SHEET NUMBER

ACI03.2

PROJECT NO. 2514

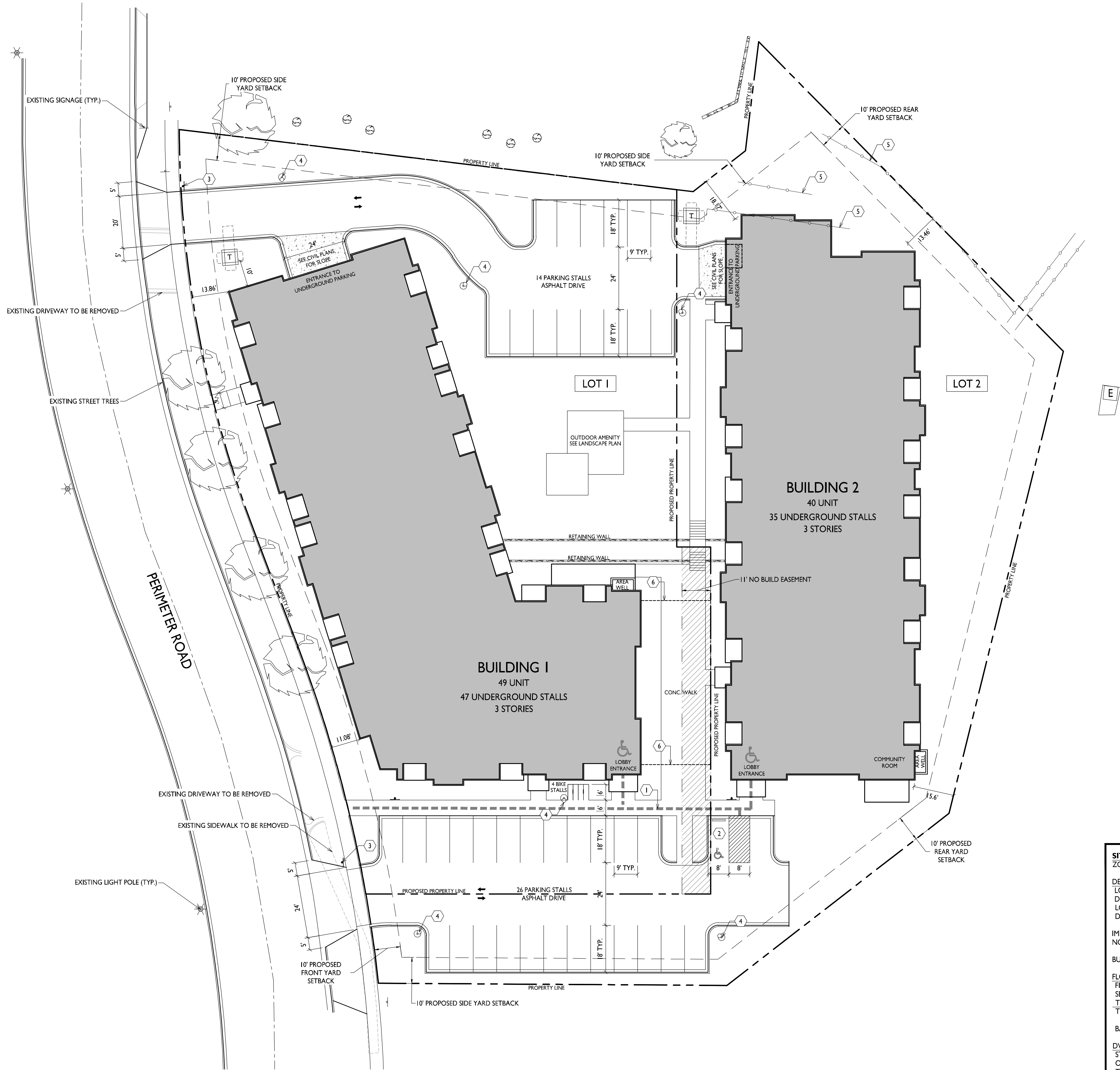
© Knothe & Bruce Architects, LLC

D. Approximate Residential Densities and Non-Residential Intensities:

For dwelling units per acre, floor area ratio, and impervious surface area ratio, please see the chart below put together by the design architect, Knothe Bruce Architects (KBA).

<u>SITE DEVELOPMENT DATA:</u>		
<u>ZONING</u>	PD - PLANNED DEVELOPMENT	
<u>DENSITIES:</u>	<u>LOT 1</u>	<u>LOT 2</u>
LOT AREA	46,579 S.F. / 1.06 ACRES	37,916 S.F. / 0.87 ACRES
DWELLING UNITS	49 UNITS	40 UNITS
LOT AREA / D.U.	951 S.F. / D.U.	949 S.F. / D.U.
DENSITY	46 UNITS / ACRE	46 UNITS / ACRE
IMPERVIOUS SURFACE	32,892 S.F. (71%)	21,766 S.F. (57%)
NON-IMPERVIOUS/GREEN SPACE	15,547 S.F. (33%)	14,268 (38%)
BUILDING HEIGHT	3 STORIES / 48'-0" AVG.	3 STORIES / 48'-0" AVG.
<u>FLOOR AREA CALCULATIONS:</u>		
FIRST FLOOR	16,740 S.F.	14,500 S.F.
SECOND FLOOR	16,740 S.F.	14,500 S.F.
THIRD FLOOR	16,630 S.F.	14,400 S.F.
TOTAL	50,110 S.F.	43,400 S.F.
BASEMENT	18,830 S.F.	14,870 S.F.
<u>DWELLING UNIT MIX:</u>		
STUDIO	6	0
ONE BEDROOM	30	24
TWO BEDROOM	13	16
TOTAL	49 D.U.	40 D.U.
<u>VEHICLE PARKING STALLS:</u>		
UNDERGROUND GARAGE	47 (INCL. 1 ADA)	35 (INCL. 1 ADA)
SURFACE	26	14 (INCL. 1 ADA)
TOTAL	73 PARKING STALLS	49 PARKING STALLS
PARKING RATIO	1.49 STALLS / D.U.	1.23 STALLS / D.U.

2. Site Plan



SHEET INDEX	
SITE	
CA101	ARCHITECTURAL SITE PLAN
CA102	SITE LIGHTING PLAN
C100	CIVIL SITE PLAN
C200	GRADING & EROSION PLAN
C300	UTILITY PLAN
L100	LANDSCAPE PLAN
ARCHITECTURAL	
BUILDING #1	
AC100.1	BASEMENT PLAN
AC101.1	FIRST FLOOR PLAN
AC102.1	SECOND FLOOR PLAN
AC103.1	THIRD FLOOR PLAN
AC201.1	EXTERIOR ELEVATIONS
AC202.1	EXTERIOR ELEVATIONS - COLORED
AC203.1	EXTERIOR ELEVATIONS - COLORED
AC204.1	EXTERIOR ELEVATIONS - COLORED
BUILDING #2	
AC100.2	BASEMENT PLAN
AC101.2	FIRST FLOOR PLAN
AC102.2	SECOND FLOOR PLAN
AC103.2	THIRD FLOOR PLAN
AC201.2	EXTERIOR ELEVATIONS
AC202.2	EXTERIOR ELEVATIONS - COLORED
AC203.2	EXTERIOR ELEVATIONS - COLORED
AC204.2	EXTERIOR ELEVATIONS - COLORED

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PROJECT TITLE
Klein Perimeter Rd.

KEYED PLAN NOTES	
①	ACCESSIBLE ROUTE - 5% RUNNING SLOPE / 2% CROSS SLOPE MAXIMUM.
②	ACCESSIBLE PARKING STALL - MAXIMUM 2% SLOPE IN ALL DIRECTIONS. MOUNT ACCESSIBLE PARKING SIGN @ 60" HIGH TO BOTTOM OF SIGN.
③	STOP SIGN - MOUNT @ 7' HIGH TO BOTTOM OF SIGN
④	LIGHT POLE
⑤	EXISTING FENCING TO BE REMOVED
⑥	BASEMENT WALL BELOW

SITE DEVELOPMENT DATA:		
ZONING	PD - PLANNED DEVELOPMENT	
DENSITIES:	LOT 1	LOT 2
LOT AREA	46,579 S.F. / 1.06 ACRES	37,916 S.F. / 0.87 ACRES
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DWELLING UNIT MIX:		
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TOTAL	49 D.U.	40 D.U.
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UNDERGROUND GARAGE	47 (INCL. 1 ADA)	35 (INCL. 1 ADA)
SURFACE	26	14 (INCL. 1 ADA)
TOTAL	73 PARKING STALLS	49 PARKING STALLS
PARKING RATIO	1.49 STALLS / D.U.	1.23 STALLS / D.U.

101 Perimeter Rd.
Mt. Horeb, Wisconsin

SHEET TITLE
Architectural
Site Plan

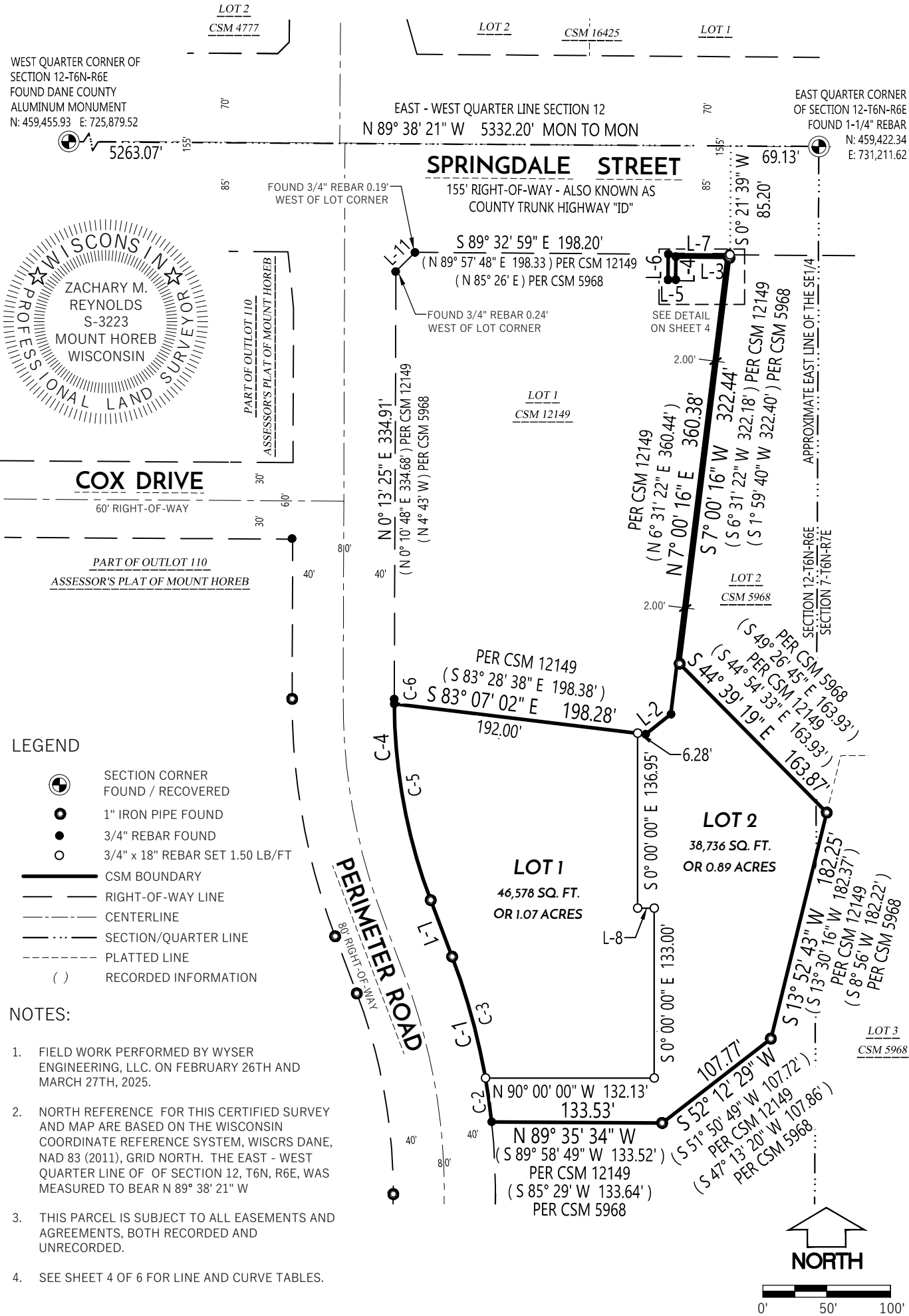
SHEET NUMBER

CA101

PROJECT NO. 2514

CERTIFIED SURVEY MAP NO. _____

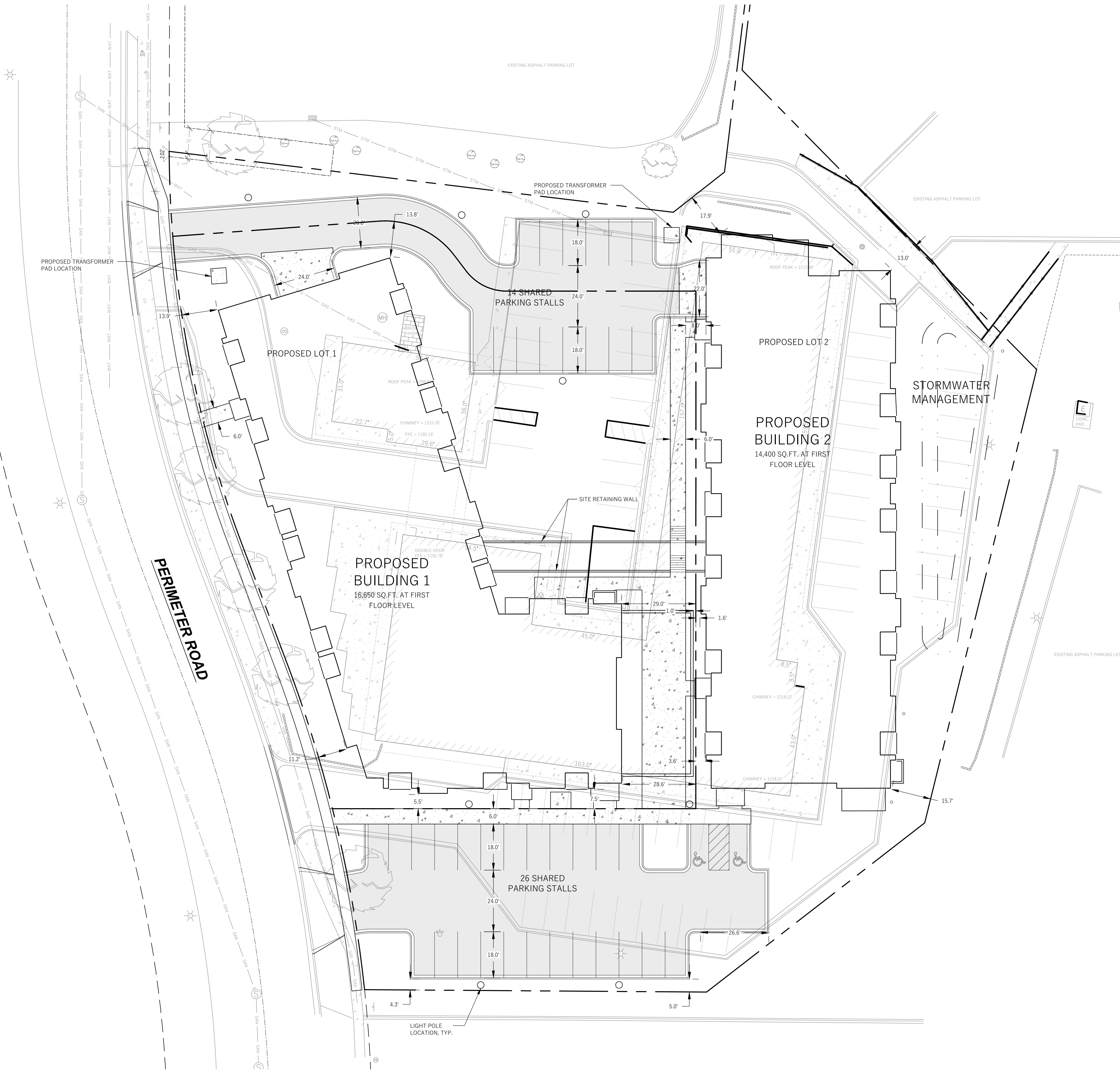
A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12149, RECORDED IN VOLUME 75 OF CERTIFIED SURVEY MAPS ON PAGES 55-59 AS DOCUMENT NO. 4308289, LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 6 EAST, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 7 TOWNSHIP 6 NORTH, RANGE 7 EAST, ALL IN THE VILLAGE OF MOUNT HOREB, DANE COUNTY, STATE OF WISCONSIN.



File: W:\2025\251386_JT Klein - 101 Perimeter Rd, Mount Horeb\dwg\251386_CSM.dwg Layout: CSM 1 OF 6 User: shearn Plotted: Jul 09, 2025 - 2:03pm

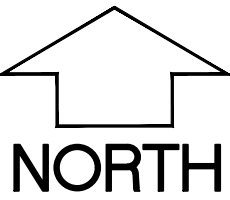
WYSER ENGINEERING	PREPARED BY: WYSER ENGINEERING 300 EAST FRONT STREET MOUNT HOREB, WI 53572 www.wyserengineering.com	PREPARED FOR: JT KLEIN COMPANY, INC. 818 SOUTH PARK STREET MADISON, WI 53715	SURVEYED BY: MAL DRAWN BY: SCH CHECKED BY: ZMR APPROVED BY: ZMR	PROJECT NO: 251386 SHEET NO: 1 of 6	VOL. _____ PAGE _____ DOC. NO. _____ C.S.M. NO. _____

4. **Grading and Stormwater Management Plan**



LEGEND (PROPOSED)

-
- PROPOSED PROPERTY BOUNDARY
- EASEMENT
- BUILDING FOOTPRINT
- 18" CURB AND GUTTER
- 18" REJECT CURB AND GUTTER
- 18" CURB AND GUTTER FLUSH WITH PAVEMENT
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- STORMWATER TREATMENT FACILITY



GENERAL NOTES

1. UNDERSLYING SITE CONTOURS AND INFORMATION BASED ON TOPOGRAPHIC & UTILITY DATA AS SURVEYED BY WYSER ENGINEERING ON THE WEEK OF FEBRUARY 26, 2025. WYSER ENGINEERING SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY ARISE AS A RESULT OF ERONEOUS OR INCOMPLETE INFORMATION PROVIDED BY OTHERS. CONTRACTOR SHALL CONFIRM ALL ELEVATIONS, GENERAL DRAINAGE AND EARTHWORK REQUIREMENTS PRIOR TO CONSTRUCTION.
2. THE BENCHMARK LOCATIONS ARE SHOWN FOR REFERENCE ONLY ON THIS PLAN. THE BENCHMARKS SHALL BE VALIDATED BY LICENSED LAND SURVEYOR PRIOR TO CONSTRUCTION. CONTRACTOR ASSUMES RISK ASSOCIATED WITH BENCHMARK ELEVATIONS UNTIL CONFIRMED.
3. CONTRACTOR TO OBTAIN APPROPRIATE PERMITS FOR STREET OPENINGS & TO WORK WITHIN THE VILLAGE'S LAND IF REQUIRED.
4. WYSER ENGINEERING SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER OR CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY REGULATORY AGENCIES.
5. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS WITHIN THE PLAN BECOME APPARENT, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
6. ALL MUNICIPAL UTILITY CONNECTIONS, WORK IN ROW, PUBLIC OUTLOTS AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH VILLAGE OF MOUNT HOREB STANDARD SPECIFICATIONS.

SITE INFORMATION BLOCK:

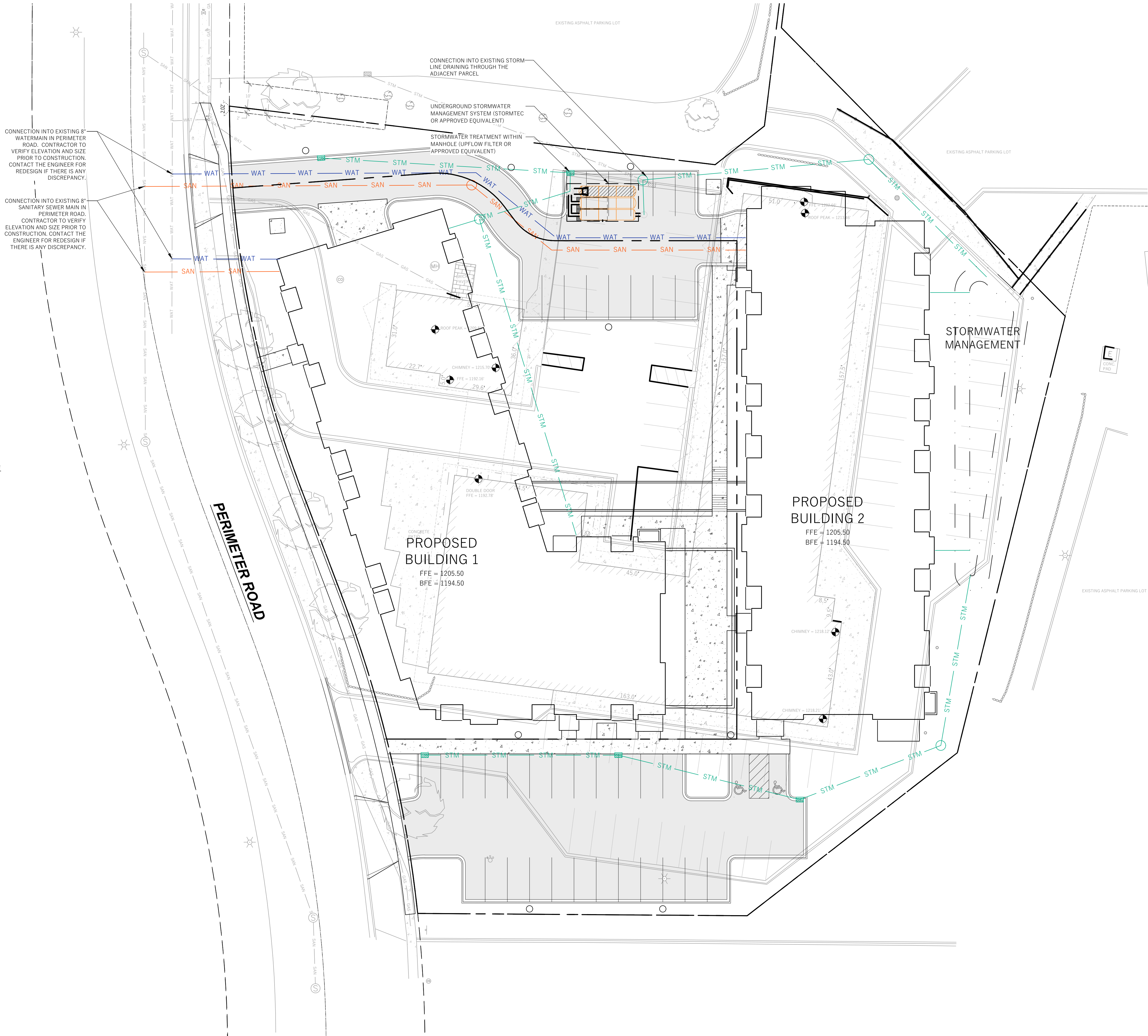
SITE ADDRESS: PERIMETER ROAD	
USE OF PROPERTY: MULTI FAMILY RESIDENTIAL	
ZONING: PD (PLANNED DEVELOPMENT)	
<u>LOT 1</u>	<u>LOT 2</u>
SITE ACREAGE:	
37,998 SQ.FT. (0.87 AC)	47,331 SQ.FT. (1.09 AC)
SETBACKS:	
FRONT YARD: 10- FEET	1.5- FEET
REAR YARD: 10- FEET	10- FEET
BELOW GRADE: 1- FOOT	
SIDE YARD: 10- FEET	10- FEET
NUMBER OF UNITS:	
49	40
TOTAL NUMBER OF PARKING STALLS: 122	
UNDERGROUND:	
47	35
SURFACE:	
40	
NUMBER OF SURFACE STALLS DESIGNATED ACCESSIBLE: 2	
TOTAL NUMBER OF BIKE STALLS: 4	
EXISTING IMPERVIOUS SURFACE AREA: 57,918 SQ.FT.	
ROOFTOP: 19,918 SQ.FT.	
PAVED: 38,000 SQ.FT.	
NEW IMPERVIOUS SURFACE AREA: 53,578 SQ.FT.	
ROOFTOP: 32,952 SQ.FT.	
PAVED: 20,626 SQ.FT.	
PERCENT IMPERVIOUS ON THE LOTS: 62.8%	
DISTURBANCE LIMITS: 80,000 SQ. FT.	

KLEIN PERIMETER ROAD

VILLAGE OF MT. HOREB, DANE COUNTY, WI

Sheet Title:
SITE PLAN

Revisions:		
No.	Date:	Description:
Graphic Scale		
Wyser Number	25-1386	
Set Type	REVIEW	
Date Issued	05/23/2025	
Sheet Number	C100	



LEGEND (PROPOSED)

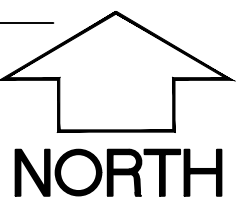
- PROPOSED PROPERTY BOUNDARY
- EASEMENT
- BUILDING FOOTPRINT
- 18" CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- WAT
- SAN
- STM
- GAS
- E
- STORMWATER TREATMENT FACILITY
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED GAS SERVICE (DESIGN BY OTHERS)
- PROPOSED ELECTRIC SERVICE (DESIGN BY OTHERS)

GENERAL NOTES

- UNDERLYING SITE CONTOURS AND INFORMATION BASED ON TOPOGRAPHIC & UTILITY DATA AS SURVEYED BY WYSER ENGINEERING ON THE WEEK OF FEBRUARY 26, 2025. WYSER ENGINEERING SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY ARISE AS A RESULT OF ERRONEOUS OR INCOMPLETE INFORMATION PROVIDED BY OTHERS. CONTRACTOR TO CONFIRM ALL ELEVATIONS, GENERAL DRAINAGE AND EARTHWORK REQUIREMENTS PRIOR TO CONSTRUCTION.
- THE BENCHMARK LOCATIONS ARE SHOWN FOR REFERENCE ONLY ON THIS PLAN. THE BENCHMARKS SHALL BE VALIDATED BY LICENSED LAND SURVEYOR PRIOR TO CONSTRUCTION. CONTRACTOR ASSUMES RISK ASSOCIATED WITH BENCHMARK ELEVATIONS UNTIL CONFIRMED.
- CONTRACTOR TO OBTAIN APPROPRIATE PERMITS FOR STREET OPENINGS & TO WORK WITHIN THE VILLAGE'S LAND IF REQUIRED.
- WYSER ENGINEERING SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER OR CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY REGULATORY AGENCIES.
- IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS WITHIN THE PLAN BECOME APPARENT, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- ALL MUNICIPAL UTILITY CONNECTIONS, WORK IN ROW, PUBLIC OUTLOTS AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH VILLAGE OF MOUNT HOREB STANDARD SPECIFICATIONS.

UTILITY NOTES

- DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
- LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS, AND SIZES OF SANITARY, WATER AND STORM LATERALS AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS.
- THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH ENGINEERING PLANS DESIGNED TO MEET ORDINANCES AND REQUIREMENTS OF THE MUNICIPALITY AND WISDOT, WISDPS, AND WDNR.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR:
 - EXAMINING ALL SITES CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
 - OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
 - VERIFYING UTILITY ELEVATIONS AND NOTIFYING ENGINEER OF ANY DISCREPANCY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED.
 - NOTIFYING EACH UTILITIES PRIOR TO THE INSTALLATION OF ANY UNDERGROUND IMPROVEMENTS.
 - NOTIFYING THE DESIGN ENGINEER AND MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION OBSERVATION.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE ENGINEER WITH AS-BUILT CONDITIONS OF THE DESIGNATED IMPROVEMENTS IN ORDER THAT THE APPROPRIATE DRAWINGS CAN BE PREPARED, IF REQUIRED. ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE ENGINEER AS WORK PROGRESSES.
- ANY SANITARY SEWER, SANITARY SEWER SERVICES, WATER MAIN, WATER SERVICES, STORM SEWER, OR OTHER UTILITIES, WHICH ARE DAMAGED BY THE CONTRACTORS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE. NO BLASTING IS ALLOWED WITHIN 30 FEET OF EXISTING UTILITIES.
- ALL PRIVATE INTERCEPTOR WATER MAIN AND WATER SERVICES SHALL BE INSTALLED WITH A 6' MINIMUM BURY. PROVIDE INSULATION ABOVE PIPES WITH LESS THAN 5' OF GROUND COVER.
- GRANULAR BACKFILL MATERIALS ARE REQUIRED IN ALL UTILITY TRENCHES UNDER SIDEWALKS AND PROPOSED PAVED AREAS (UNLESS OTHERWISE SPECIFIED BY A GEOTECHNICAL ENGINEER). ALL UTILITY TRENCH BACKFILL SHALL BE COMPACTED PER SPECIFICATIONS. ALL PAVEMENT PATCHING SHALL COMPLY WITH THE VILLAGE OF MOUNT HOREB STANDARD SPECIFICATIONS. ADDITIONAL PAVEMENT MILLING AND OVERLAY MAY BE REQUIRED BY PERMIT.
- CONTRACTOR SHALL NOTIFY THE MUNICIPAL PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS BEFORE CONNECTING TO PUBLIC UTILITIES.
- ALL NON-METALLIC BUILDING SEWER AND WATER SERVICES MUST BE ACCOMPANIED BY MEANS OF LOCATING UNDERGROUND PIPE. TRACER WIRE VALVE BOXES SHALL BE INSTALLED ON ALL LATERALS AND AS INDICATED ON THESE PLANS.
- EXTERIOR CLEANOUTS SHALL BE PROVIDED AS REQUIRED BY SPS 382.35. ALL EXTERIOR CLEANOUTS SHALL BE PROVIDED WITH A FROST SLEEVE IN ACCORDANCE WITH SPS 382.34(5)(a)b AND SPS 384.30(2)(c).
- ALL PRIVATE PLUMBING MATERIALS SHALL CONFORM TO SPS 384.30.
- ALL PRIVATE PIPE JOINTS SHALL BE INSTALLED PER SPS 384.40.
- ALL PRIVATE WATER PIPE, INCLUDING DEPTH AND SEPARATION REQUIREMENTS, SHALL BE IN ACCORDANCE WITH SPS 382.40(8).
- THE CONTRACTOR SHALL ALLOW 10 WORKING DAYS FOR THE CONSTRUCTION OF GAS MAINS WHEN SCHEDULING THE WORK AND SHALL NOT RESTRICT ACCESS TO THE GAS MAIN CONTRACTOR OR OTHER UTILITY COMPANIES.
- INLET CASTINGS SHALL BE SET TO GRADE PRIOR TO AND SEPARATE FROM THE POURING OF THE CONCRETE CURB AND GUTTER. IS IS REQUIRED THAT THREE FEET OF CONCRETE CURB AND GUTTER ON EACH SIDE OF THE INLET SHALL BE POURED BY HAND, NOT THROUGH THE USE OF A CURB MACHINE. THE INLET CASTING SHALL BE SET TO GRADE ON A BED OF MORTAR WHICH SHALL BE A MINIMUM OF TWO INCHES THICK. THE INLET SHALL BE PLACED ON THE MORTAR BED AND SHALL BE ADJUSTED TO GRADE BY APPLYING DIRECT PRESSURE TO THE CASTING. ONCE THE CASTING ADJUSTMENT IS COMPLETE, THREE FEET OF CURB AND GUTTER ON EACH SIDE OF THE CASTING SHALL BE POURED BY HAND.
- CONTRACTOR SHALL VERIFY AND COORDINATE ALL UTILITY CONNECTIONS WITH THE BUILDING PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS SO AS TO BE IN CONFORMANCE WITH THE VILLAGE EROSION CONTROL AND STORMWATER ORDINANCE, AND DNR ADMINISTRATIVE RULE NR Z16 AT ALL TIMES.



WYSER
ENGINEERING

KLEIN PERIMETER ROAD

VILLAGE OF MT. HOREB, DANE COUNTY, WI

Sheet Title:
UTILITY PLAN

101 PERIMETER ROAD
MOUNT HOREB, WI 53572

Revisions:

No.	Date:	Description:

Graphic Scale	0' 5' 10' 20' 30'
Wyser Number	25-1386
Set Type	REVIEW
Date Issued	05/23/2025
Sheet Number	C300

DIGGERS HOTLINE
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Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

5. Landscaping Plan

The landscape design will feature native and adaptive plantings with a mix of trees, shrubs, and perennial beds to enhance the site's aesthetics, contribute to stormwater management, and create a comfortable environment for residents. As a key component of the plan, mature trees will be strategically planted along the southern property line to provide a natural buffer and reduce direct views from adjacent homeowners on East Lincoln Street. This screening will be designed to ensure year-round privacy while maintaining the character of the neighborhood.

6. Parking Calculations

Building 1

Underground Parking Stalls: 47

Surface Parking Stalls: 26

Total 73 (1.49 Per Unit)

Building 2

Underground Parking Stalls: 35

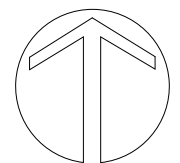
Surface Parking Stalls: 14

Total 49 (1.23 Per Unit)

7. Erosion Control Plan

This preliminary information regarding our proposed 89-unit multifamily residential development at the former Karakahl Country Inn site. Please note that the project is being designed to fully comply with all applicable zoning, building, fire, stormwater, and design codes enforced by the Village of Mount Horeb.

Our design and engineering teams are actively coordinating to ensure that the final plans will meet or exceed all local ordinances and development standards. Full compliance documentation, including all required technical drawings, reports, and specifications, will be submitted as part of the forthcoming Specific Implementation Plan (SIP) application.



0 20 40 60
SCALE: 1"=20'-0"

PERIMETER ROAD

EXISTING TREE (TYP)

BUILDING 1

BUILDING 2

PROPOSED PROPERTY LINE

PROPERTY LINE

PLANT LIST

KEY	SCIENTIFIC NAME	COMMON NAME	QTY	SIZE	ROOT	STEM
DECIDUOUS TREES						
AF	<i>Acer x freemanii</i> 'Jeffersred'	Autumn Blaze Maple	3	2"	B&B	
CO	<i>Celtis occidentalis</i>	Common Hackberry	4	2"	B&B	
GB	<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Ginkgo	3	2"	B&B	
QB	<i>Quercus bicolor</i>	Swamp White Oak	2	2"	B&B	
QW	<i>Quercus x warei</i> 'Long'	Regal Prince Oak	3	2"	B&B	
TA	<i>Tilia americana</i> 'McK'Sentry'	American Sentry Linden	5	2"	B&B	

ORNAMENTAL TREES						
AG	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	3	2"	B&B	tree form
MJ	<i>Malus</i> 'Red Jewel'	Red Jewel Crabapple	4	2"	B&B	
MR	<i>Malus</i> 'Royal Raindrops'	Royal Raindrops Crabapple	6	2"	B&B	

EVERGREEN TREES						
JC	<i>Juniperus chinensis</i> 'Trautman'	Trautman Juniper	8	6'	B&B	
PG	<i>Picea glauca</i> var. <i>densata</i>	Black Hills Spruce	3	6'	B&B	
TO	<i>Thuja occidentalis</i> 'Emerald Green'	Emerald Green Arborvitae	9	6'	B&B	

EVERGREEN SHRUBS						
Cp	<i>Chamaecyparis pisifera</i> 'Golden Mop'	Golden Mop Japanese False Cypress	11	#5	Cont.	
Pp	<i>Picea pungens</i> 'Globosa'	Dwarf Globe Blue Spruce	3	#5	Cont.	
Rk	<i>Rhododendron</i> 'Karen'	Karen Rhododendron	4	#5	Cont.	
Tm	<i>Taxus x media</i> 'Tautonii'	Taunton Yew	3	#5	Cont.	

DECIDUOUS SHRUBS						
Am	<i>Aronia melanocarpa</i> 'UCONNAM166'	Low Scape Hedger Aronia	11	#3	Cont.	
Cc	<i>Cotinus coggynia</i> 'NCCO1'	Winecraft Black Smokebush	3	#5	Cont.	
Dk	<i>Diervilla</i> 'G2X885411'	Kodiak Red Bush Honeysuckle	11	#3	Cont.	
Fs	<i>Forsythia x 'Mindor'</i>	Show Off Forsythia	3	#3	Cont.	
Ha	<i>Hydrangea arborescens</i> 'Abetwo'	Incrediball Hydrangea	12	#3	Cont.	
Hp	<i>Hydrangea paniculata</i> 'NCHP1'	Puffer Fish Hydrangea	14	#3	Cont.	
Iv	<i>Itea virginica</i> 'Sprich'	Little Henry Dwarf Virginia Sweetspire	12	#3	Cont.	
Pf	<i>Potentilla fruticosa</i> 'Bailbrule'	Creme Brulee Potentilla	15	#3	Cont.	
Pj	<i>Physocarpus opulifolius</i> 'Jefam'	Amber Jubilee Ninebark	6	#3	Cont.	
Po	<i>Physocarpus opulifolius</i> 'SMPOTW'	Tiny Wine Ninebark	15	#3	Cont.	
Rr	<i>Rosa</i> 'Meigili'	Coral Drift Rose	6	#3	Cont.	
Sa	<i>Symphoricarpos albus</i>	Common Snowberry	6	#3	Cont.	
St	<i>Spiraea betulifolia</i> 'Tor'	Tor Birchleaf Spirea	23	#3	Cont.	
Vd	<i>Viburnum dentatum</i> 'Christom'	Blue Muffin Arrowwood Viburnum	4	#5	Cont.	

ORNAMENTAL GRASSES & PERENNIALS						
ag	<i>Andropogon gerardii</i> 'Blackhawks'	Blackhawks Big Bluestem Grass	26	#1	Cont.	
ca	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass	53	#1	Cont.	
cm	<i>Carex morrowii</i> 'Ice Dance'	Ice Dance Sedge Grass	9	#1	Cont.	
cl	<i>Clematis temiflora</i>	Sweet Autumn Clematis	5	#1	Cont.	
ep	<i>Echinacea</i> 'Prairie Splendor'	Prairie Splendor Coneflower	25	#1	Cont.	
hh	<i>Hibiscus</i> 'Holy Grail'	Holy Grail Hibiscus	4	#1	Cont.	
hr	<i>Hosta</i> 'Rainbow's End'	Rainbow's End Hosta	4	#1	Cont.	
pa	<i>Perovskia atriplicifolia</i> 'Little Lace'	Little Lace Russian Sage	37	#1	Cont.	
rl	<i>Rudbeckia fulgida</i> 'Tulgida'	Black Eyed Susan	19	#1	Cont.	
sh	<i>Sporobolus heterolepis</i>	Prairie Dropseed	23	#1	Cont.	

△ SM All planting beds to be Capitol Washed Stone with Dimex EdgePro polyvinyl (black plastic) edging

⬡ SOD Premium Kentucky Bluegrass sod

⬢ SEED Premium sunny grass seed blend with straw mat.
(Class 1 Type B single net)

LANDSCAPE NOTES:

- Please refer to Grading & Erosion Control Plan for final contour information.
- Individual tree and shrub groupings in lawn areas to receive brown dyed wood mulch rings with trench edge.



3570 Pioneer Road
Verona, WI 53593
(608) 827-9401
www.olsontoon.com

KLEIN PERIMETER ROAD

Perimeter Road
Mount Horeb, Wisconsin

Plan Commission Submittal

Date: May 23, 2025
Scale: 1" = 20'-0"
Designer: kms
Job #

Seal:
To protect against legal liability,
the plans presented herein are
"schematic," and should not be
outsourced as "biddable" or
"construction documents" unless
approved by the Landscape
Designer. This is not an original
document unless stamped in
red, as ORIGINAL.

Revisions:

L100

LANDSCAPE PLAN

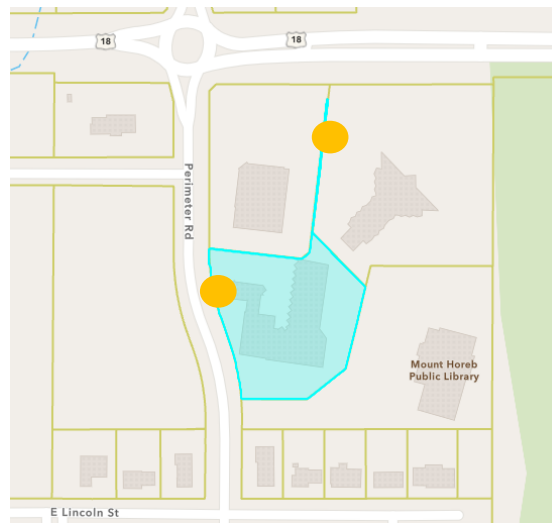
Reference Name:
JTKlein

10. Signage Plan

Existing Signage

- **Springdale Signage:** Currently, there is an illuminated monument sign between Springdale St and the Walgreens parking lot. (Indicated in Map)
- **Perimeter Signage:** The main Perimeter entrance also has a stand-alone illuminated sign.

Current Signage



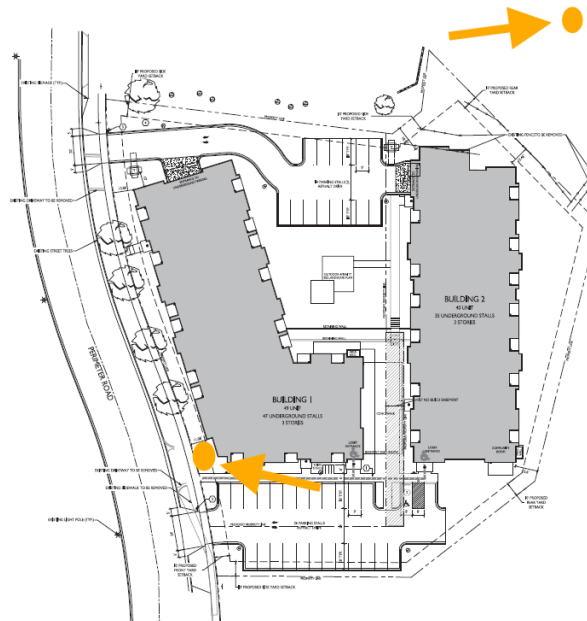
Proposed Signage

After the 89 units are completed, the following signage elements will be installed or updated. The picture below represents what a future monument sign could look like. The sign below is 4'x6'.



Main Development Sign

- Positioned for visibility from main thoroughfare
- Branding and name of the development prominently displayed
- Landscaping integrated around base



Leasing/Temporary Marketing Signage (Pre-Occupancy)

- To be placed in existing monument frame or a removable ground sign
- Duration: Until lease-up is complete
- Must comply with local ordinances for temporary signs

Design & Materials

- Materials: Sign bases and panels will utilize the same exterior cladding materials as the residential buildings (e.g., stone veneer, cement board, metal accents, and fiber cement trim).
- Color Palette: Natural, earthy tones that reflect the building's color scheme
- Typography & Branding: Consistent font, iconography, and logo use across all signs
- Illumination: Low energy, shielded LED lighting for readability and neighborhood compatibility



VANDEWALLE & ASSOCIATES INC.

To: Village of Mount Horeb Plan Commission
From: Village Planner Ben Rohr, AICP
Date: July 23, 2025
Re: Proposed Certified Survey Map to Create Two Parcels and Zoning Map Amendment from Planned Business (PB) zoning to Planned Development - General Development Plan (GDP) for two 3-Story Multi-Family Building at 101 Perimeter Road for JT Klein, Inc.

Introduction

Project Overview

JT Klein, Inc is proposing Planned Development zoning to accommodate two three-story multi-family buildings on separate lots on the former Karakahl Country Inn site. Lot 1/Building 1 are proposed directly adjacent to Perimeter Road and include 49 market-rate multi-family units. Lot 2/Building 2 are proposed to the east of Lot 1/Building 1 at the rear of the property and include 40 affordable senior multi-family units. Each building is proposed to include underground parking and shared surface parking.

The project is proposed on an existing 1.94-acre lot that is located south of Walgreens and the Chiropractic Clinic that front along Springdale Street, west of the Mount Horeb Public Library, east of the vacant lot between Cox Drive and E. Lincoln Street, and north of single-family homes that front along E. Lincoln Street. Today, the Karakahl County Inn building has fallen into disrepair and is planned to be demolished to accommodate the redevelopment project.

During the conceptual review of the project before the Plan Commission in April, the proposal included a single 84-unit multi-family building. Following feedback from the Village, Plan Commission, and neighboring residents, the applicant modified the project to be two buildings – one for market rate units and one for affordable senior units. This approach necessitates that each building be located on a separate parcel for financing purposes, in particular the applicant's desire to seek alternative funding sources for the affordable senior housing portion of the project. However, the two buildings will function more like an interconnected and holistic development with shared parking, circulation, stormwater management, and common outdoor green space amenities.

Like many other sites in Mount Horeb, the property features both slopping topography and shallow bedrock. The property's grade change creates a much higher ground level on the southern portion of the property than on the northern portion. Similar to how the Karakahl Country Inn is designed today, the applicant is proposing to utilize the topography change within the building design. Each building will be three-stories above grade on the southern side of the lot and transition to an exposed underground parking story on the northern end of the site. This will allow both underground parking entrances to be accessed at grade at the north end. However, both buildings will appear taller from the north side of the site with the exposed underground parking floor.

Additionally, instead of a large single structure on the site as previously proposed during the conceptual plan review, the two separate building approach will visually break up the site and overall size of the structures. A similar approach was employed on the east side of the Norsk Golf Course, where the North Cape Apartments project included three individual buildings instead of one large building with all of the units clustered together. While the proposed project may be one of the largest in terms of the total number of units within the Village, the two individual buildings aim to visually appear smaller and more spread out in reflection of other projects within Mount Horeb.

Summary:

- Building 1 is proposed to include 49 total market-rate multi-family units (6 studios, 30 one-bedroom, and 13 two-bedroom units). It will also include 47 underground parking spaces.
- Building 2 is proposed to include 40 total affordable senior multi-family units (0 studios, 24 one-bedroom, and 16 two-bedroom units). It will also include 35 underground parking spaces.
- Combined, the site will feature 39 surface parking spaces for shared use between the two buildings.
- Total: 89 units, 121 parking spaces

Pedestrians and bicyclists are provided with connections to the site from the existing sidewalk along Perimeter Road. An interconnected interior sidewalk will provide access between the two buildings and the shared central green space. Vehicle traffic ingress/egress is provided via two access points 1) at the far north and 2) at the south end of the property. Each proposed parcel will have its own driveway. The northern driveway will provide access to both underground parking areas with additional surface parking provided. The southern driveway will provide access to both building's main entrances and surface parking.

Beyond the shared green space between the two structures, there are other proposed amenities for tenants within each building. This includes community rooms, exercise areas, and exterior porches for each unit. Shared stormwater management within the site is also proposed and will require review and approval by the Village Engineer.

The project is a direct response to the Village's 2021 Housing Report commissioned by the Housing Task Force. The report identified that there are projected increases in new households over the next decade and a need for more housing options. It also surveyed residents and over 50% of respondents stated that there weren't enough rental options in the Village today. The proposed range of multi-family unit types within the project will help meet the identified need and advance the recommendations of the Housing Report, in addition to the Village's Comprehensive Plan.

The project has conceptually been brought before the Plan Commission in April for review and comment. The requested General Development Plan (GDP), if approved by the Village, would establish the new zoning on the subject property. If the GDP is approved, it is anticipated that the project will pursue approval of the Specific Implementation Plan (SIP) for design and operational details in August or September.

Zoning

The site is currently zoned Planned Business (PB). Through the proposed GDP rezoning, the property will be using the Planned Business (PB) zoning district as the comparable district under the Planned Development.

Section 17.42(2) lists the permitted and conditional principal and accessory uses of the Planned Business (PB) zoning district. Currently, the PB district permits residential land uses under the Commercial Apartments accessory land use category, if it is located above a ground floor commercial land use. The proposed Planned Development would change that requirement to permit Multi-Family (Apartments) as a principal by-right land use. All other existing permitted and conditional principal, accessory, and temporary land uses in the PB district would remain the same.

Currently, multi-family dwelling units are limited by Section 17.20(1)(a)7. Apartment Land Uses, to the following standards:

- No more than 8 dwelling units in a building.
- Any building containing more than 4 dwelling units shall provide additional site design features such as underground parking, architectural elements, landscaping, and/or on-site recreational facilities.
- All apartment units shall be located a minimum of 30 feet from the boundary of the property.

Section 17.42(7) provides the bulk dimensions for the PB district:

Lot and Density Requirements			
	Village Standards	Lot/Building 1 Proposed	Lot/Building 2 Proposed
Min. Lot Area	20,000 sf	46,579 sf	37,916 sf
Min. Lot Width	75'	225'	270'
Min. Street Frontage	50'	225'	34'
Max. Number of Floors	4 floors	3 floors	3 floors
Max. Building Height	45'	54' peak (48' average)	54' peak (48' average)
Min. Landscape Surface Ratio	25%	33%	38%
Max. Impervious Surface Ratio	75%	71%	57%
Max. Floor Area Ratio	0.30	1.07	1.14
Minimum Building Setbacks			
	Village Standards	Lot/Building 1 Proposed	Lot/Building 2 Proposed
Front or Street	20'	11'	3'
Side	10' or 0'	30'	15'
Rear	25'	28'	13'
Paved Surface (all sides)	10'	0'	0'
Building Separation	20'	32'	32'

Section 17.132 provides the minimum required off-street parking spaces:

Total Site Parking Requirements			
	Village Standards	Village Standards Based on Proposed Units	Proposed On-Site Parking Provided
Efficiency Unit	1.0 stalls/unit	6 units at 1.0 stalls/unit = 6 spaces	82 in-building spaces 39 surface spaces
One-Bedroom Unit	1.5 stalls/unit	54 units at 1.5 stalls/unit = 81 spaces	
Two- Bedroom+ Units	2.0 stalls/unit	29 units at 2.0 stalls/unit = 58 spaces	
Total		145 spaces	121 spaces

Lot/Building 1 Parking Requirements (49 Market Rate Units)			
	Village Standards	Village Standards Based on Proposed Units	Proposed On-Site Parking Provided*
Efficiency Unit	1.0 stalls/unit	6 units at 1.0 stalls/unit = 6 spaces	47 in-building spaces 26 surface spaces
One-Bedroom Unit	1.5 stalls/unit	30 units at 1.5 stalls/unit = 45 spaces	
Two- Bedroom+ Units	2.0 stalls/unit	13 units at 2.0 stalls/unit = 26 spaces	
Total		77 spaces	73 spaces

Lot/Building 2 Parking Requirements (40 Affordable Senior Units)			
	Village Standards	Village Standards Based on Proposed Units	Proposed On-Site Parking Provided*
Efficiency Unit	1.0 stalls/unit	0 units at 1.0 stalls/unit = 0 spaces	35 in-building spaces 13 surface spaces
One-Bedroom Unit	1.5 stalls/unit	24 units at 1.5 stalls/unit = 36 spaces	
Two- Bedroom+ Units	2.0 stalls/unit	16 units at 2.0 stalls/unit = 32 spaces	
Total		68 spaces	48 spaces

If flexibility is granted in the General Development Plan (zoning) step, a Planned Development can exceed the minimums/maximums as indicated above and incorporate additional permitted land uses.

Comprehensive Plan

The Village's 2022 Comprehensive Plan designates the site in the Planned Mixed Use category which is defined as "a carefully controlled mix of commercial, office, mixed use, light assembly, and/or multi-family uses, with approvals granted only after submittal, public review, and approval of site, landscaping, building, signage, lighting, stormwater, erosion control, and utility plans. Development should comply with detailed design standards included in the Economic Development Chapter." Further, the Comprehensive Plan indicates that Planned Mixed Use projects should create active live-work environments that can be conveniently reached by a variety of transportation modes, including walking.

The Economic Development Chapter goes on to contain design standards, which includes:

- Utilization of common driveways serving more than one use
- High-quality landscaping treatments throughout the site
- Parking on the side or rear of buildings
- Safe, convenient, and separated bicycle and pedestrian facilities and access
- High-quality building materials and lighting incorporated

Other relevant goals, objectives, and policies from the plan that align with the proposed development include the following:

- Identify opportunities for and actively encourage infill and redevelopment opportunities in areas where existing utilities and infrastructure are available.
- Provide a variety of housing types, densities, arrangements, and costs to accommodate the needs, desires, and life cycles of existing and future residents.
- Promote infill and redevelopment practices to help diversify the community's housing supply.
- Guide new housing to areas within the Village with convenient access to commercial and recreational facilities, transportation systems, schools, shopping, jobs, and other necessary facilities and services.

Project Ownership

The land is currently owned by the applicant and proposed developer, JT Klein, Inc. Following the completion of construction, both buildings are proposed to be professionally managed by Oakbrook Corporation based out of Madison that has extensive experience managing both market rate and affordable senior housing.

Formal General Development Plan (GDP) Review

Requested Flexibility from Zoning Ordinance Requirements:

The proposed GDP identifies the following items of flexibility from the standards of the Planned Business (PB) zoning district for **Lot 1**:

1. The **Permitted Principal Land Use** established for the PB district in Section 17.42 of the Zoning Ordinance only allows multi-family uses as an accessory use. Multi-Family is proposed to be the principal land uses for this project. Specifically, Commercial Apartments are permitted as an accessory land use. The proposed principal land use is Multi-Family (Apartments).
2. The **Maximum Number of Dwelling Units Limit** established for Multi-Family uses in Section 17.20(1)(a)7. of the Zoning Ordinance will not be met by this proposal. Specifically, the maximum number of dwelling units per building is 8 for Apartment land uses. The proposed use is a total of 49 units in one building.
3. The **Minimum Setbacks for Apartment Land Uses** established for Multi-Family uses in Section 17.20(1)(a)7. of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum setbacks for Apartment land uses are 30 feet on all sides. The proposed development has setbacks as low as 10 feet from the property line.
4. The **Maximum Floor Area Ratio** established for the PB district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the maximum floor area ratio is 0.30. The proposed project will have a floor area ratio of 1.07.
5. The **Maximum Building Height** established for the PB the district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the maximum building height requirement is 45 feet. The proposed project is 54 feet tall.
6. The **Minimum Setbacks** established for the PB district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum front setback requirement is 20 feet. The proposed project has a 10-foot front setback.
7. The **Minimum Paved Surface Setback** established for the PB district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum paved surface setback from all property lines is 10 feet. The proposed project has a 0-foot paved surface setback from multiple property lines.
8. The **Minimum Required Parking** established for Apartment land uses in Section 17.132 of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum required off-street parking is 77 stalls based on the unit configuration. The proposed project has 73 off-street parking stalls.

Requested Flexibility from Zoning Ordinance Requirements:

The proposed GDP identifies the following items of flexibility from the standards of the Planned Business (PB) zoning district for **Lot 2**:

1. The **Permitted Principal Land Use** established for the PB district in Section 17.42 of the Zoning Ordinance only allows multi-family uses as an accessory use. Multi-Family is proposed to be the principal land uses for this project. Specifically, Commercial Apartments are permitted as an accessory land use. The proposed principal land use is Multi-Family (Apartments).
2. The **Maximum Number of Dwelling Units Limit** established for Multi-Family uses in Section 17.20(1)(a)7. of the Zoning Ordinance will not be met by this proposal. Specifically, the maximum number of dwelling units per building is 8 for Apartment land uses. The proposed use is a total of 40 units in one building.
3. The **Minimum Setbacks for Apartment Land Uses** established for Multi-Family uses in Section 17.20(1)(a)7. of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum setbacks for Apartment land uses are 30 feet on all sides. The proposed development has setbacks as low as 3 feet from the property line.
4. The **Maximum Floor Area Ratio** established for the PB district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the maximum floor area ratio is 0.30. The proposed project will have a floor area ratio of 1.14.
5. The **Maximum Building Height** established for the PB the district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the maximum building height requirement is 45 feet. The proposed project is 54 feet tall.
6. The **Minimum Setbacks** established for the PB district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum front setback requirement is 20 feet. The proposed project has a 3-foot front setback. Specifically, the minimum rear setback requirement is 25 feet. The proposed project has a 13-foot rear setback.
7. The **Minimum Paved Surface Setback** established for the PB district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum paved surface setback from all property lines is 10 feet. The proposed project has a 0-foot paved surface setback from multiple property lines.
8. The **Minimum Required Parking** established for Apartment land uses in Section 17.132 of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum required off-street parking is 68 stalls based on the unit configuration. The proposed project has 48 off-street parking stalls.
9. The **Minimum Street Frontage** established for the PB district in Section 17.42 of the Zoning Ordinance will not be met by this proposal. Specifically, the minimum street frontage requirement for the lot is 50 feet. The proposed project has 34 feet of street frontage.

Analysis of Requested Flexibilities

The proposed project's flexibilities are needed because of the existing Zoning Ordinance's stringent requirements on Apartment land uses and the configuration of adjacent properties that facilitate the need for a Planned Development to accommodate this type of redevelopment project. Additionally, the project aims to address the Village's housing shortage and documented need for additional, diverse housing formats as illustrated in the 2022 Comprehensive Plan.

While the Zoning Ordinance is currently being rewritten to address these specific types of situations and foster new housing opportunities, today the ordinance has stringent requirements (units per building, setbacks, height, and parking) for Apartment land uses. Further, the ordinance's current floor area ratio standards are oriented to only accommodate one-story, suburban-style buildings and do not reflect the

Village's desire to allow multi-story development in strategic locations. Finally, as is common with redevelopment projects, there are existing constraints that must be overcome to make the site developable. In my opinion, this project is attempting to work within those constraints to deliver a type of project that works best within its existing surroundings and furthers the Village's goals. Examples include the use of two buildings rather than one large building to break up the visual appearance of the project, utilizing the topography and grade changes to create a shorter building on the southern end of the site and taller building on the northern end with underground parking access, incorporating stormwater management facilities to improve on-site infiltration, a shared parking and access approach between the two structures, a mix of housing types including both market rate and affordable senior units, in addition to different size units in each structure, and providing a variety and mix of on-site amenities both outside and within each structure.

Specifically related to parking, the proposed project includes a total of 121 on-site parking spaces or approximately 1.35 per dwelling unit. While the existing standards require 145 on-site parking spaces (1.6 per dwelling unit), the Plan Commission has discussed reducing parking standards within the new Zoning Ordinance to be 1 stall per studio or 1-bedroom and 1.5 stalls per 2+ bedroom. This would equate to a total required parking for this project of 105 spaces. Additionally, due to the affordable senior units included within Building 2, the parking demand is likely to be significantly lower than would otherwise be standard for a market-rate audience.

Documented Housing Shortage:

- Dane County is projected to grow by 20,000 households between now and 2040. All communities in the Dane County region will continue to experience pressure for increased housing if growth continues as projected.
- A lack of housing units priced for members of the workforce will be a constraint on the available labor pool. Additionally, an increase in the proportion of retired residents could indicate a current or future need for housing options suitable to senior citizens.
- 2021 Housing Task Force Survey (1,442 responses):
 - In your opinion, are there a sufficient number of options in Mount Horeb for the following types of people?
 - Renters, with families. 59% said definitely not or probably not.
 - Renters, in general. 55% said definitely not or probably not.
- New Housing Units Constructed in Mount Horeb:
 - 1990-1999 = average of 72 new units per year
 - 2000-2009 = average of 58 new units per year
 - 2010-2020 = average of 37 new units per year
 - 2021 = 37 new units
 - 2022 = 35 new units
 - 2023 = 34 new units
 - 2024 = 19 new units
 - 2025 = 6 new units (as of May 2025) + 89 new multi-family units and 16 single-family lots approved

Source: Village of Mount Horeb Housing Task Force Report and Village of Mount Horeb Building Inspector

The documented need for more housing and greater housing diversity in the Village creates the need for land use and density flexibilities as proposed.

Additional Review

The following are observations of the proposed project, many of which will be further reviewed through the SIP stage.

1. **Building Quality:** The proposed GDP provides a high-quality building of sound design and materials that enhance the aesthetic look of the area and site. They are consistent with similar projects approved in Mount Horeb and around Dane County.
2. **Project Layout:** The project layout works well within the confines of the existing development patterns surrounding it. The proposed two new lots will work together as a unified project. Access will be provided at the north end of the site for underground and surface parking oriented towards residents, while the southern access point will provide access to the main building entries and surface parking for guests, visitors, and deliveries. The shared central green space will serve both buildings, but each individual building will also provide interior amenities for residents.
3. **Project Scale/Number of Units:** The proposed GDP represents a density of 89 dwelling units on 1.94 acres – or about 46 dwelling units per acre. This is higher density than the majority of the development patterns around the Springdale Street corridor, but consistent with densities approved for projects in the downtown area. Additionally, it's consistent with typical densities of 35-45 dwelling units per acre for three-story buildings served by underground parking across Dane County. The existing topography in the Village creates a situation where some multi-story structures seem much larger or smaller than others due to their exiting grade differences. Overall, due to grade changes, the proposed height of the new building will be generally consistent with the height of the existing homes located to the south, but will appear larger in scale from Perimeter Road/Springdale Street roundabout.
4. **Architecture:** The proposed GDP as depicted on the elevations has a pitched roof which fits well in the context of the existing homes to the south and the Mount Horeb Public Library. Several of the existing structures closer to Springdale Street have flat roofs. Overall, variation in materials, heights, projections/recesses, glazing, and roof pitch provide articulation along each façade.
5. **Site Design:** The proposed GDP as depicted on the site plan provides vehicle, pedestrian, and bicycle access to the project and parking for all modes. It also includes both indoor and outdoor recreational amenities for residents and visitors.
6. **Landscaping:** The proposed GDP provides preliminary landscaping plans as depicted on the site plan. Parking lot, property line, and building foundation landscaping look to meet Village standards. The specific plan for the site will be submitted and reviewed as part of the SIP process.
7. **Lighting:** The proposed GDP provides preliminary lighting plans as depicted on the site plan. They look to meet Village standards and will be reviewed as part of the SIP process.
8. **Signage:** The proposed GDP provides preliminary signage plans. The specific signage plan for the site will be submitted and reviewed as part of the SIP process.
9. **Requested Zoning Flexibility:** I support granting flexibility for the use, density/intensity, and parking requirements because of the following. First, the Zoning Ordinance standards are clearly outdated and do not reflect the Village's goals, objectives, and priorities as outlined within the 2022 Comprehensive Plan that is being addressed through the Zoning Ordinance

rewrite process. Second, the project helps meet the housing shortage currently in the Village and increases the diversity of the Village's housing stock. Finally, the existing site configuration and surrounding built environment are leveraged to improve the development through underground parking that's exposed on the north end and hidden on the south end, accommodating new stormwater management on-site, and utilizing shared parking, access, and amenities within the unified development approach. The proposed development provides a unique and high-quality redevelopment project within Mount Horeb.

Village Planner's Recommendations Regarding the GDP

If acceptable to the Plan Commission, the Village Planner recommends the Plan Commission make, consider, and adopt a motion which makes a finding that the criteria for GDP submittals and approval have been met, and that also recommends approval of the proposed GDP Zoning Map Amendment by the Village Board, inclusive of full and continuous compliance with the submittal documents, the list of flexibilities and conditions provided in the submittal, and with any conditions identified by Village Staff and the Plan Commission, including 1-11, below for **Lot 1**:

1. The proposed flexibility to allow Apartments as a principal by-right land use in the PB zoning district should be granted as proposed in the GDP submittal.
2. The proposed flexibility to allow the maximum building size to exceed 8 dwelling units per building should be granted up to 49 dwelling units as proposed in the GDP submittal.
3. The proposed flexibility to allow a minimum building setback less than 30 feet down to 10 feet should be granted as proposed in the GDP submittal.
4. The proposed flexibility to allow a maximum floor area ratio greater than 0.30 should be granted up to 1.07 as proposed in the GDP submittal.
5. The proposed flexibility to allow a maximum height greater than 45 feet tall should be granted up to 54 feet as proposed in the GDP submittal.
6. The proposed flexibility to allow minimum front setbacks less than 20 feet down to 10 feet should be granted as proposed in the GDP submittal.
7. The proposed flexibility to allow a minimum paved surface setback of less than 10 feet down to 0 feet should be granted as proposed in the GDP submittal.
8. The proposed flexibility to allow minimum off-street parking of less than 77 spaces down to 73 spaces should be granted as proposed in the GDP submittal.
9. The Village's design review standards be applied through the SIP phase of project review.
10. The applicant shall record a cross-access easement between Lot 1 and Lot 2 to allow parking and access to be permitted on both properties.
11. Any additional requirements identified by Village Staff, the Village Engineer, the Plan Commission, or the Village Board.

Village Planner's Recommendations Regarding the GDP

If acceptable to the Plan Commission, the Village Planner recommends the Plan Commission make, consider, and adopt a motion which makes a finding that the criteria for GDP submittals and approval have been met, and that also recommends approval of the proposed GDP Zoning Map Amendment by the Village Board, inclusive of full and continuous compliance with the submittal documents, the list of flexibilities and conditions provided in the submittal, and with any conditions identified by Village Staff and the Plan Commission, including 1-12, below for **Lot 2**:

1. The proposed flexibility to allow Apartments as a principal by-right land use in the PB zoning district should be granted as proposed in the GDP submittal.
2. The proposed flexibility to allow the maximum building size to exceed 8 dwelling units per building should be granted up to 40 dwelling units as proposed in the GDP submittal.
3. The proposed flexibility to allow a minimum building setback less than 30 feet down to 3 feet should be granted as proposed in the GDP submittal.
4. The proposed flexibility to allow a maximum floor area ratio greater than 0.30 should be granted up to 1.14 as proposed in the GDP submittal.
5. The proposed flexibility to allow a maximum height greater than 45 feet tall should be granted up to 54 feet as proposed in the GDP submittal.
6. The proposed flexibility to allow minimum front setbacks less than 20 feet down to 3 feet and allow minimum rear setbacks less than 25 feet down to 13 feet should be granted as proposed in the GDP submittal.
7. The proposed flexibility to allow a minimum paved surface setback of less than 10 feet down to 0 feet should be granted as proposed in the GDP submittal.
8. The proposed flexibility to allow minimum off-street parking of less than 68 spaces down to 48 spaces should be granted as proposed in the GDP submittal.
9. The proposed flexibility to allow a minimum street frontage for Lot 2 to be less than 50 feet down to 34 feet should be granted as proposed in the GDP submittal.
10. The Village's design review standards be applied through the SIP phase of project review.
11. The applicant shall record a cross-access easement between Lot 1 and Lot 2 to allow parking and access to be permitted on both properties.
12. Any additional requirements identified by Village Staff, the Village Engineer, the Plan Commission, or the Village Board.

**VILLAGE OF MOUNT HOREB
ORDINANCE 2025-11**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM PB PLANNED
BUSINESS TO PD PLANNED DEVELOPMENT FOR
PARCEL 0606-124-0065-1 AT 101 PERIMETER RD

WHEREAS, Mount Horeb Acquisitions is the owner of parcel 0606-124-0065-1, located at 101 Perimeter Rd in the Village of Mount Horeb; and

WHEREAS, Mount Horeb Acquisitions has made an application to request the zoning classification of the above referenced property be changed from Planned Business zoning to PD Planned Development for a proposed project to include two separate 3-story multi-family residential buildings on two separate lots, totaling 89 multi-family units made up of 49 market rate units and 40 affordable senior units.

WHEREAS, the Village Plan Commission held a public hearing regarding the zoning request on July 23, 2025 which was preceded by publication of a class 2 notice under ch. 985, Stats.; and

WHEREAS, the Village Plan Commission determined that changing the zoning classification of the above referenced property from Planned Business to PD-1 Planned Development would promote the public health, safety, and general welfare of the Village and would allow appropriate use of the property, and therefore recommends that the zoning classification of the property be changed as requested; and

WHEREAS, the proposed use is consistent with the Comprehensive Plan; and

WHEREAS, the Village Board concurs with the recommendation of the Plan Commission.

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

Section 1. Rezoning of the above referenced property shall take effect after passage and posting pursuant to law; and

Section 2. Subject to the above section, the zoning classification of the above referenced property is hereby designated PD-1 Planned Development, and the Zoning Map of the Village shall be amended accordingly.

Section 3. Rezoning is subject to approval of a Certified Survey map dividing the parent parcel into two individual lots to accommodate the two separate buildings.

The foregoing ordinance was duly adopted by the Village Board of the Village Mount Horeb at its special meeting held on August 6, 2025.

By:

Ryan Czyzewski, Village President

ATTEST:

Alyssa Gaffney, Village Clerk

APPROVED: _____

PUBLISHED/POSTED: _____



AGENDA ITEM REPORT

MEETING DATE

August 6, 2025

PREPARED BY

Nicholas Owen, Administrator

AGENDA ITEM # 6.k

Consideration of Public Comment Notice for Agendas

BACKGROUND

To provide the audience with a better idea of the procedure for the public comment section of the Village Board, Committee and Commission agendas staff have prepared the draft language that would be added to all agendas. The language sets the expectations of what the public should expect during the public comment section and also advises on how to submit written public comments if they cannot be present at the meeting. To prepare the language, we researched the agendas of several other municipalities that allow public comments and came up with what we felt best fit the intent of our public comment section. This is the first draft, and we are looking for recommendations from the Board.

RECOMMENDATION

ATTACHMENTS

1. Public Comment Instructions

Public Comment Instructions:

As permitted by the Wisconsin open meetings law and while not required, the Village Board has chosen to allow public comments during their Board, Committee and Commission meetings. This is specifically listed on the agenda as Public Comments. Public Officials may not engage in discussion or take action during this period but may consider the subject later with public notice. Members of the public may provide comments on agenda items or other items pertaining to Village matters. Members of the public will not be permitted to speak during the remainder of the meeting unless recognized by the meeting Chair.

Written: Send written comments by 12:00 p.m. on the date of the meeting on any matter, either on or not on the agenda, by emailing Deputy Treasurer/Governance Coordinator Niki Erickson niki.erickson@mounthorebwi.info with the subject line Public Comment Request and clearly state in the body which meeting your comment is addressing, or in writing to Village Board, 138 E Main Street, Mount Horeb WI, 53572 ATTN Public Comment and the Meeting Title.

In-Person: Public comment forms are available at the Board Room entrance. Please fill out legibly and hand to staff prior to the start of the meeting. Comments are limited to three-minutes per person and must be delivered at the desk at the front of the Board Room for recording purposes. Accommodations can be provided for those unable to access the desk.