



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

THE VILLAGE BOARD WILL HOLD ITS SEPTEMBER 2, 2020 MEETING VIRTUALLY. YOU CAN WATCH THE MEETING LIVE VIA THE VILLAGE WEBSITE BY CLICKING "WATCH LIVE" UNDER THE TROLLWAY TV GRAPHIC ON THE RIGHT SIDE OF THE HOME PAGE AT WWW.MOUNTHOREBWI.INFO. THE MEETING IS ALSO BROADCAST LIVE ON MHTC CHANNEL 181 AND CHARTER CHANNEL 981. YOU CAN ALSO JOIN THE MEETING USING THE FOLLOWING:

Village Board Meeting

Wed, Sep 2, 2020 7:00 PM - 9:00 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/577617405>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3412](tel:+18722403412) Access Code: 577-617-405

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VILLAGE BOARD WEDNESDAY, SEPTEMBER 2, 2020

The Village Board of the Village of Mount Horeb will meet virtually on the above date at 7:00pm. Agenda as follows:

- 1) Call to order
Roll call

- 2) Consent Agenda:
 - a) August 5, 2020 Village Board minutes
 - b) Operator's License: Dale Graff, Keriana Mataya, Tyler Wantuch, and Tonya Gornie
 - c) Ordinance 2020-15, AN ORDINANCE TO AMEND MUNICIPAL CODE SECTION 7.07(3) PARKING LIMITATIONS
 - d) Resolution 2020-24 "CONDITIONAL USE PERMIT FOR DETACHED GARAGE EXCEEDING 15 FEET IN HEIGHT 806 E MAIN STREET
 - e) Resolution 2020-26 "RESOLUTION REQUESTING EXEMPTION FROM COUNTY LIBRARY TAX"
 - f) Extraterritorial jurisdiction Certified Survey Map for Diane Fink, Section 11 Town of Blue Mounds

- g) Extraterritorial jurisdiction Certified Survey Map for James Leuzinger/Z&L Properties LLC, Section 13 Town of Blue Mounds with no Village signage until Town of Blue Mounds resolution number and date of approval for expanded CSM is shown on face of survey
 - h) Employee Handbook Policy 100-19, "Debt Management"
 - i) Resolution 2020-25 "ANNUAL BANK AUTHORIZATION RESOLUTION"
- 3) Consider 2021 budget for Mount Horeb Area Joint Fire Department
 - 4) Consider Developer Agreement for North Cape Commons Subdivision Phase 5
 - 5) PUBLIC HEARING: To receive input on proposed fee revision to Municipal Code Chapter 12.01(3) Direct Sellers Fee; and changes to Municipal Code 12.05 Regulating Direct Sellers
 - 6) Consider Ordinance 2020-13, "AN ORDINANCE TO AMEND SECTION 12.01(3) DIRECT SELLERS FEE AND REPEAL AND RECREATE SECTION 12.05 OF THE MUNICIPAL CODE REGULATING DIRECT SELLERS"
 - 7) Village President's report
 - 8) Village Administrator's report
 - 9) Village Clerk/Deputy Treasurer's report
 - 10) Adjourn

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 GROSS, CLERK, AT 138 E MAIN STREET, MOUNT HOREB, WI (608) 437-9404.

VILLAGE OF MOUNT HOREB
VILLAGE BOARD MEETING MINUTES
AUGUST 5, 2020

The Village Board met in regular session via virtual meeting due to the COVID-19 pandemic.

Call to Order/Roll Call: Village President Randy Littel called the meeting to order at 7:00pm. Present were Trustees Fendrick, Czyzewski, Boehnen, Hill, and Scott. Trustee Jackson was absent. Also present were Administrator Nic Owen, Assistant Administrator Kathy Hagen, and Clerk/Deputy Treasurer Alyssa Gross.

Consent Agenda: Hill moved, Czyzewski seconded to approve the following consent agenda items: July 1 and July 15, 2020 Village Board minutes; Operator Licenses for Approval: Brady Gallagher, Melinda Thomas, Alice Aschliman, Madeline Cook, Michael Betts, Christian Dieck, Sophie Krone, Zachary Gearhart, Kelly Caluori; Appointment of Beth Hill to Utility Commission to replace Aaron Boehnen; Appointment of John Kuse to Library Board to replace David Boyden; Employee Handbook Social Media Policy 600-12; Resolution 2020-22, **"CONDITIONAL USE PERMIT TO INSTALL CHAIN LINK FENCE 800 BROOKSTONE CREST"**; Extraterritorial jurisdiction Certified Survey Map for Deanna & Lyle Opsal, Section 3 Town of Blue Mounds. Motion carried by unanimous voice vote.

Consider Specific Implementation Plan for Gorman Multi-Family Project: Owen explained this item. Ted Matkom from Gorman & Company answered questions from the board. Hill moved, Scott seconded to approve the plan, with the addition of a natural barrier. Motion carried by unanimous voice vote.

Consider rezone applications for Bourne Family Trust: Ordinance 2020-11, "AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF LOTS 1 AND 2 CSM 15165 SUTTER'S PRAIRIE RIDGE SUBDIVISION, FROM R-2 TWO-FAMILY RESIDENTIAL TO PD-1 PLANNED DEVELOPMENT" AND ORDINANCE 2020-12, "AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF LOT 53 TROTTER GLEN SUBDIVISION FROM R-2 TWO-FAMILY RESIDENTIAL TO PD-1 PLANNED DEVELOPMENT": Owen explained this item. Czyzewski moved, Boehnen seconded to approve Ordinance 2020-11. Motion carried by unanimous voice vote. Scott moved, Fendrick seconded to approve Ordinance 2020-12. Motion carried by unanimous voice vote.

Authorize Staff to Pursue Raze Order: Owen explained this order. Scott moved, Czyzewski seconded to pursue the order. Motion carried by unanimous voice vote.

Consider Charter Ordinance 2020-**01, "A CHARTER ORDINANCE TO AMEND CHAPTER 1.01 ELECTED OFFICIALS OF THE MUNICIPAL CODE OF THE VILLAGE OF MOUNT HOREB"**: Owen explained this item. Czyzewski moved, Scott seconded to approve the charter ordinance. Motion carried by unanimous voice vote.

Consider revised Resolution 2020-**11, "A RESOLUTION CREATING THE COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF MOUNT HOREB"**: Owen explained the revisions that were made. Scott moved, Fendrick seconded to approve the resolution. Motion carried by unanimous voice vote.

Consider revisions to Ordinance 12.05 Regulating Direct Sellers and set public hearing for September 2, 2020: Owen explained this item. Fendrick reviewed the ordinance and explained his proposed revisions. Czyzewski moved, Fendrick seconded to set the public hearing for September 2, 2020. Motion carried by unanimous voice vote.

Village President's report: Littel stated that he was happy to see the new sidewalk cafés going up this past weekend.

Village Administrator's report: Owen stated that Ed Moen has tabled his comprehensive plan amendment. Owen also reported that three of the Youth-In-Government students have graduated.

Village Clerk/Deputy Treasurer's report: Gross reported that approximately 1600 absentee ballots had been mailed so far for the August 11th Partisan Primary election, in-Person absentee voting ends at 5:00pm on Friday, and there will only be one polling place again for this election, which is the Mount Horeb Public Library. She also stated that the Library will only be a polling location on election day, in which no Library services would be offered.

Adjournment: There being no further business before the Board, Littel moved, Hill seconded to adjourn the meeting at 7:57pm. Motion carried by voice vote.

Minutes by Alyssa Gross, Clerk/Deputy Treasurer

VILLAGE OF MOUNT HOREB
ORDINANCE 2020-15

AN ORDINANCE TO AMEND MUNICIPAL CODE
SECTION 7.07(3) PARKING LIMITATIONS

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

Chapter 7.07(3) of Mount Horeb Code of Municipal Ordinances is amended as follows (changes in bold):

7.07 - PARKING LIMITATIONS.

- (3) NO PARKING ZONES. No vehicle shall be parked in alleys, except for designated loading and unloading zones. No vehicle shall be parked on the following streets:

~~CTH "ID" on both sides from N. 8th St. west to the intersection with Thompson St. and from N. 8th St. east to the intersection with N. 9th St.~~

Fifth St., on the east side from Main St. south a distance of 293'.

Fourth St., N on the west side from Main Street north to first driveway

Front St., from Fourth St. to Third St.

Garfield St., from S. Eighth St. to Hanneman Blvd. on school days between 7:30 a.m. and 3:30 p.m.

Garfield St., on both sides from S. 8th St. to the easterly right-of-way line of S. 7th St. extended (**220'**) from 7:30 a.m. and 8:30 a.m. and from 3:00 p.m. to 4:00 p.m. on school days.

Garfield St., W. south side, extending **275'** west of the intersection with Blue Mounds St., Monday thru Friday, September 1 to June 1.

Grove St., on the east side beginning at the alley north of Main St. northward to the end of Grove St.

Grove St., on the west side from W. Main St. to the alley north of W. Main St.

Hanneman Blvd., on the west side on school days between 7:30 a.m. and 3:30 p.m.

Jefferson St., west from S. Eighth St. (STH 92) on the north side for a distance of **110'** and on the south side for **40'**.

Jefferson St., on the north side from **110'** west of S. Eighth St. to Valley Dr. on school days between 8:00 a.m. and 3:00 p.m.

Lincoln St., east on the south side west from Hanneman Blvd. a distance of **550'**.

Oak St. on the north side.

Ridge Dr., on the east side on school days between 8:00 a.m. and 3:00 p.m. (Cr. #97-17)

Seventh St., on east side between E Lincoln and E Garfield December 1 thru March 31

Spellman St., on the north side at the intersection with Hamilton beginning at the **west side of the school entrance and extending west 50'.** (Cr. #2011-15)

Springdale St. on both sides from N. 8th St. west to the intersection with Thompson St. and from N. 8th St. east to the intersection with N. 9th St.

STH 78, north from the intersection with Springdale St., on the west side for a **distance of 225'** and east side for a **distance of 365'**.

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. .
. . .

The foregoing ordinance was duly adopted by the Village Board of the Village Mount Horeb at its regular meeting held on September 2, 2020.

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gross, Village Clerk

APPROVED: _____
PUBLISHED/POSTED: _____

RESOLUTION 2020-24

CONDITIONAL USE PERMIT
FOR DETACHED GARAGE EXCEEDING 15 FEET IN HEIGHT
806 E MAIN STREET

WHEREAS, Shawn and Steve Erbe are the property owners of 806 East Main Street in the Village of Mount Horeb, further described as parcel 0606-124-2634-7; and

WHEREAS, property is currently zoned R-2 Two Family Residential in which the desire to construct a detached garage with second floor shop in excess of 15 feet is not a permitted use but rather an allowable conditional use per Zoning Code 17.16(5) provided the garage height does not exceed the elevation of the principle structure on the lot; and

WHEREAS, an application for a Conditional Use Permit to allow the desired use has been filed with the Village of Mount Horeb by Shawn and Steve Erbe; and

WHEREAS, the matter was the subject of a public hearing before the Plan Commission/Historic Preservation Commission on August 26, 2020, after due notice as required by law; and

WHEREAS, after due consideration and being fully advised in the premises, the Board of Trustees of the Village of Mount Horeb deems it to be in the best interest of the general public to allow the desired use of said property, as a conditional use; and

WHEREAS, the proposed use is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Mount Horeb, Dane County, Wisconsin, that a Conditional Use Permit to allow construction of a detached garage exceeding 15 feet in height in the Village of Mount Horeb, is granted with the following conditions:

- a) The garage height will not exceed the elevation of the principle structure at the above referenced property.
- b) Village staff to have final approval of elevations prior to issuance of a building permit.
- c) The garage will not be used for residential purposes.
- d) The garage will not be used for commercial purposes.

Introduced and passed this 2nd day of September, 2020.

Randy J Littel, Village President

ATTEST:

Alyssa Gross, Village Clerk

RESOLUTION 2020-26

Resolution Requesting Exemption from County Library Tax

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

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

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

WHEREAS the Village of Mount Horeb will appropriate in 2020 and expend in 2021 an amount in excess of that calculated above in support of its library,

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

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

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

Date Passed: _____

Vote: _____

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gross, Village Clerk

	EXEMPT LIBS	2019 VAL	2020 VAL	2020 AR App	2021 Min App
Villages	Belleville	189,458,200	210,793,700	\$256,904	\$74,225
	Black Earth	128,719,300	127,568,500	\$135,075	\$50,429
	Cambridge	163,586,000	179,502,500	\$80,000	\$64,089
	Cross Plains	388,869,800	392,397,400	\$296,867	\$152,349
	Deerfield	216,787,300	227,498,600	\$159,144	\$84,932
	DeForest	1,140,802,000	1,202,526,900	\$531,625	\$446,938
	Marshall	230,117,300	252,278,400	\$184,000	\$90,154
	Mazomanie	160,331,500	158,722,500	\$92,892	\$62,814
	McFarland	1,012,262,700	1,075,707,900	\$575,750	\$396,579
	Mount Horeb	728,367,800	763,522,800	\$491,618	\$285,356
	Oregon	1,212,814,500	1,287,691,200	\$661,392	\$475,150
	Waunakee	1,929,469,200	1,947,710,600	\$1,089,285	\$755,918
Cities	Fitchburg	3,065,972,600	3,209,720,600	\$1,900,097	\$1,201,171
	Madison	29,802,896,700	31,603,117,100	\$19,163,603	\$11,676,027
	Middleton	3,180,754,300	3,360,380,600	\$1,362,943	\$1,246,140
	Monona	1,258,410,700	1,320,051,400	\$613,954	\$493,014
	Stoughton	1,176,283,200	1,199,002,400	\$623,000	\$460,838
	Sun Prairie	3,404,540,900	3,610,664,700	\$1,631,874	\$1,333,814
	Verona	2,969,335,200	3,158,533,200	\$1,195,039	\$1,163,311
	<i>Edgerton</i>	<i>10,733,100</i>	<i>12,805,800</i>		
Exempt Total	52,370,512,300	55,300,196,800			
County Total	66,499,944,400	70,070,629,900			
2019 Tax Base	\$14,129,432,100	\$14,770,433,100			
DCL appropriation			\$5,535,557		
2021 County library tax levy rate			\$0.0003917749		

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

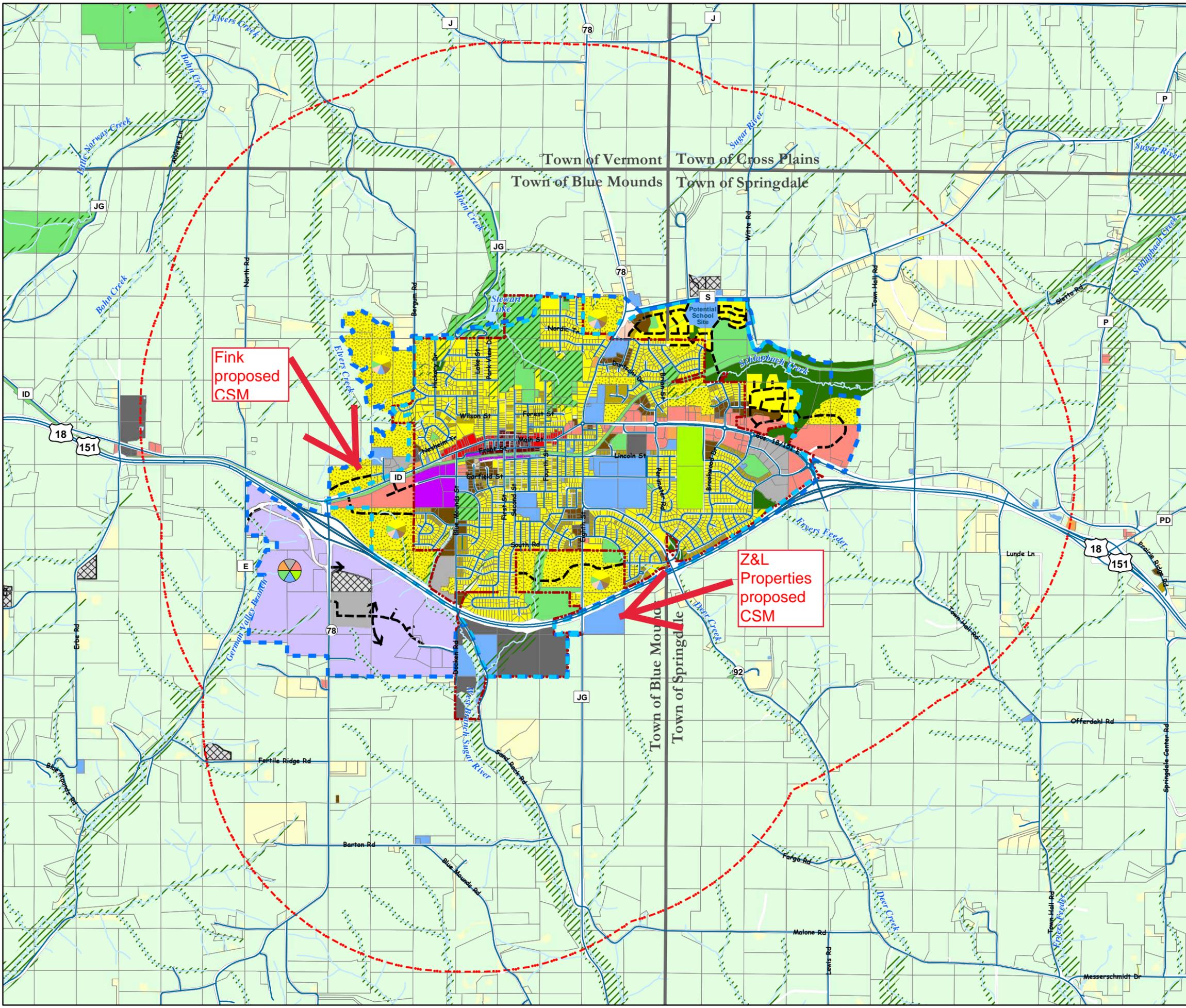
- Right of Way
- Potential Future Roads
- Surface Water

- Land Use Categories
- Agriculture and Vacant
 - Single-Family Residential (Unsewered)
 - Single-Family Residential (Sewered)
 - Two-Family Residential
 - Multi-Family Residential
 - Elderly Housing Residential
 - Planned Neighborhood



- Central Business
- Main Street Business
- Neighborhood Business
- Planned Business
- Recreation Business
- Planned Office
- Planned Mixed Use
- Planned Business Park
- Planned Industrial
- General Industrial
- Government and Institutional
- Extraction
- Public Park and Open Space
- Conservancy
- Environmental Corridor

- Business Park may include:
- 1. Planned Industrial
 - 2. Planned Business
 - 3. Recreation Business
 - 4. Government and Institutional
 - 5. Public Park and Open Space
 - 6. Planned Office



**APPLICATION
CERTIFIED SURVEY MAP
EXTRATERRITORIAL JURISDICTION**

Date: 08/05/2020 Fee: \$275.00 (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) _____
Town of Blue Mounds Section 11

Owner Name: Diane V Fink
Address: 2732 State Highway 78
Mount Horeb, WI 53572
Email Address: _____
Phone: (608) 437-4277

The survey contains 1 lots and 8.67 acres.

Proposed zoning, if different, will be Commercial

SIGNED: *Diane Fink*
(applicant)

(applicant's interest in the property)

Applicant Name (if different from owner): _____
Address: _____

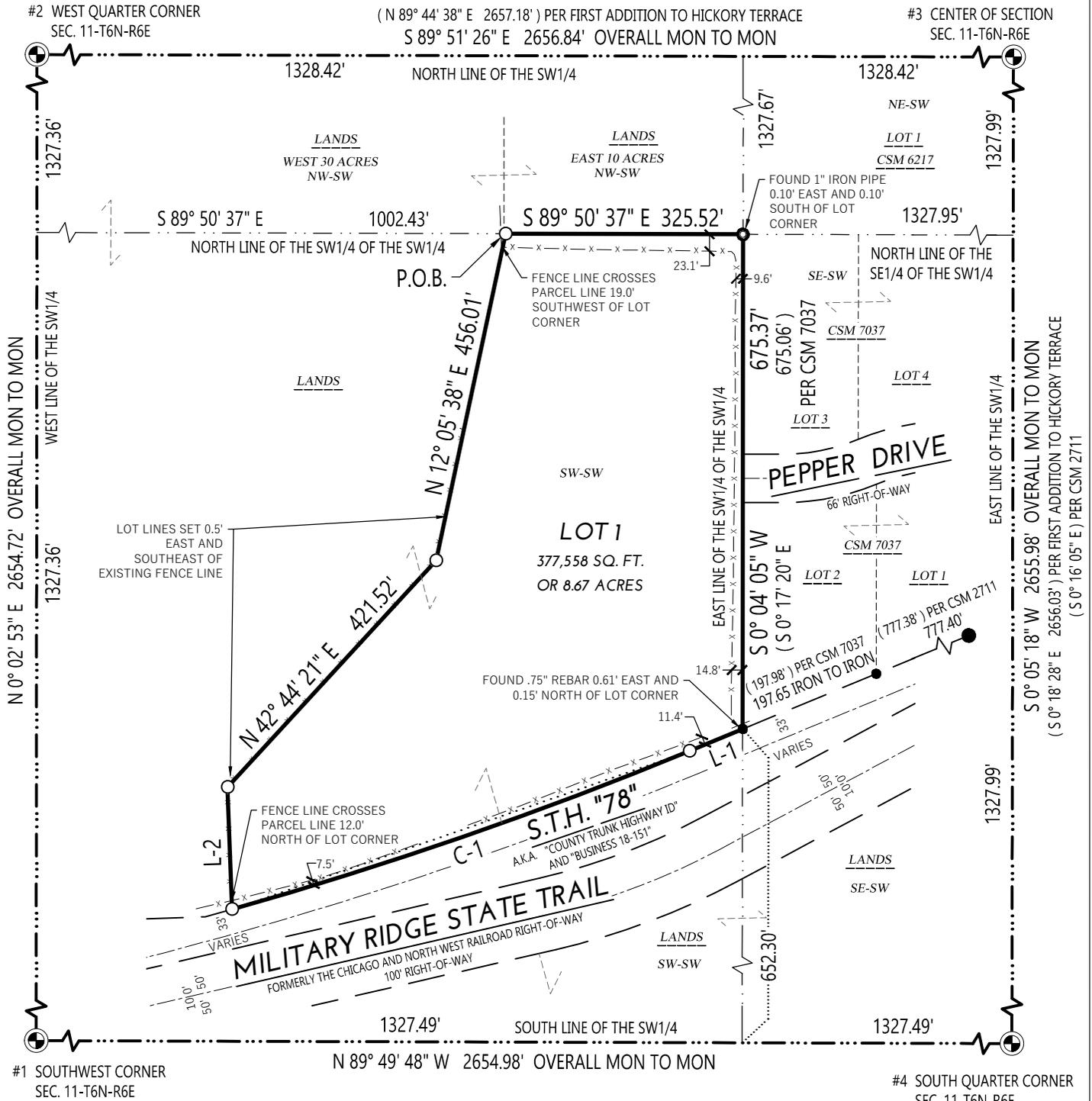
Email Address: _____
Phone: _____

Date of Plan Commission approval: _____

Date of Village Board approval: _____

CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWN 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN.

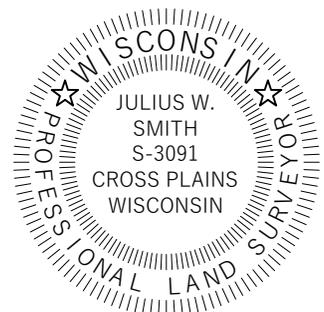


LEGEND

- SECTION CORNER
- FOUND / RECOVERED
- 3/4" REBAR FOUND
- 1-1/4" REBAR FOUND
- 1" IRON PIPE FOUND
- 3/4" REBAR SET 2.55 LB/FT
- CSM BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- SECTION/QUARTER LINE
- QUARTER/QUARTER LINE
- PLATTED LINE
- FENCE LINE
- () RECORDED INFORMATION

NOTES:

1. FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEKS OF APRIL 27TH, MAY 4TH, AND JULY 27TH, 2020.
2. NORTH REFERENCE FOR THIS CERTIFIED SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCRS DANE, NAD 83 (2011), GRID NORTH. THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, T6N, R6E, BEARS S 89°51' 26" E
3. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
4. SEE SHEET 2 OF 3 FOR LINE AND CURVE TABLES, AND SECTION CORNER MONUMENT COORDINATE TABLE.



File: C:\Projects\180555 MT HOREB CHURCH\DWG\18-0555_CSM.dwg Layout: CSM 1 OF 3 User: Zach Plotter: Aug 05, 2020 - 4:04pm

	PREPARED BY:	PREPARED FOR:	SURVEYED BY: MAL	VOL. _____ PAGE _____
	312 EAST MAIN STREET MOUNT HOREB, WI 53572 www.wyserengineering.com	MRS. DIANE FINK 2732 STATE HIGHWAY 78 MOUNT HOREB, WI 53572	DRAWN BY: ZMR APPROVED BY: JWS	PROJECT NO: 180555 SHEET NO: 1 of 3

CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWN 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN.

LINE TABLE		
LINE #	BEARING	DISTANCE
L-1	S 67° 39' 07" W	78.16'
(*)	S 62° 32' W	
(**)	S 67° 17' 50" W	
(***)	S 67° 17' 51" W	
L-2	N 2° 10' 04" W	166.86'

(*) PER U.S. PUBLIC WORKS PROJ. NO. 156B-1935
PLAT OF RIGHT-OF-WAY, REVISED 7-29-35

(**) PER CSM 2711

(***) PER CSM 7037

CURVE TABLE							
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-1	664.29'	5696.70'	6° 40' 53"	S 70° 59' 33" W	663.92'	S 67° 39' 07" W	S 74° 20' 00" W
(*)				S 78° 04' 00" E		S 62° 23' W	

(*) PER U.S. PUBLIC WORKS PROJ. NO. 156B-1935 PLAT OF RIGHT-OF-WAY, REVISED 7-29-35

PLSS SECTION CORNER MONUMENT TABLE		
MON. #	DESCRIPTION	DANE COUNTY COORDINATES NAD 83 (2011)
1	FOUND 1" IRON PIPE SW CORNER OF SECTION 11 - T6N - R6E	N: 456,814.40 E: 720,584.17
2	FOUND ALUMINUM CAP MONUMENT W CORNER OF SECTION 11 - T6N - R6E	N: 459,469.11 E: 720,586.39
3	FOUND 1" IRON PIPE (SEE NOTE) CENTER OF SECTION 11 - T6N - R6E	N: 459,462.49 E: 723,243.22
4	FOUND BRASS CAP MONUMENT S CORNER OF SECTION 11 - T6N - R6E	N: 456,806.52 E: 723,239.13 (N: 456,806.40 E: 723,239.20)

NOTE: I FOUND AND ACCEPTED A 1" IRON PIPE NOTED AS SET AT THE INTERSECTION OF THE EAST-WEST AND NORTH-SOUTH SECTION LINES AND REPRESENTING THE CENTER OF SECTION 11-T6N-R6E, BY GEORGE WEIR ON THE FIRST ADDITION TO HICKORY TERRACE, RECORDED IN VOLUME 57-50A OF PLATS ON PAGES 200-201 AS DOCUMENT NO. 2765321

LEGAL DESCRIPTION

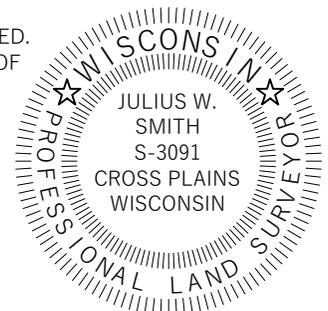
UNPLATTED LANDS BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWN 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID SECTION 11; THENCE ALONG THE WEST LINE OF AFORESAID SOUTHWEST QUARTER OF SECTION 11, NORTH 00 DEGREES 02 MINUTES 53 SECONDS EAST, 1327.36 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, 1002.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, 325.52 FEET TO THE NORTHEAST CORNER OF AFORESAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, ALSO BEING THE NORTHWEST CORNER OF CERTIFIED SURVEY MAP NO. 7037, RECORDED IN VOLUME 35 OF CERTIFIED SURVEYS ON PAGES 207-208 AS DOCUMENT NO. 2445442 (CSM 7037); THENCE ALONG THE WEST LINE OF CSM 7037, ALSO BEING THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, SOUTH 00 DEGREES 04 MINUTES 05 SECONDS WEST, 675.37 FEET TO THE SOUTHWEST CORNER OF CSM 7037, BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE TRUNK HIGHWAY "78"; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 67 DEGREES 39 MINUTES 07 SECONDS WEST, 78.16 FEET TO THE START OF A TANGENT CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, 664.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5696.70 FEET, THE CHORD BEARS SOUTH 70 DEGREES 59 MINUTES 33 SECONDS WEST, 663.92 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 04 SECONDS WEST, 166.86 FEET; THENCE NORTH 42 DEGREES 44 MINUTES 21 SECONDS EAST, 421.52 FEET; THENCE NORTH 12 DEGREES 05 MINUTES 38 SECONDS EAST, 456.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 377,558 SQUARE FEET OR 8.67 ACRES.

SURVEYOR'S CERTIFICATE

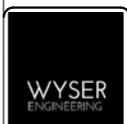
I, JULIUS W. SMITH, WISCONSIN PROFESSIONAL LAND SURVEYOR S-3091, DO HEREBY CERTIFY THAT BY DIRECTION OF DIANE FINK, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE TOWN OF BLUE MOUNDS AND DANE COUNTY, WISCONSIN.



JULIUS W. SMITH, S-3091
WISCONSIN PROFESSIONAL LAND SURVEYOR

DATE

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PREPARED BY:
312 EAST MAIN STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
MRS. DIANE FINK
2732 STATE HIGHWAY 78
MOUNT HOREB, WI 53572

SURVEYED BY: MAL
DRAWN BY: ZMR
APPROVED BY: JWS

PROJECT NO: 180555
SHEET NO: 2 of 3

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWN 6 NORTH, RANGE 6 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

DIANE FINK, AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

BY: _____
DIANE FINK

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2020,

THE ABOVE NAMED OWNER, DIANE FINK, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES _____

VILLAGE OF MOUNT HOREB APPROVAL

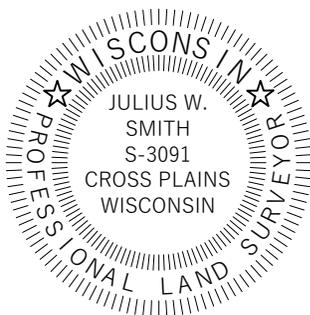
THE VILLAGE OF MOUNT HOREB HAS APPROVED THIS CERTIFIED SURVEY MAP.

ALYSSA GROSS DATE _____
VILLAGE CLERK, VILLAGE OF MOUNT HOREB

TOWN OF BLUE MOUNDS APPROVAL

APPROVED FOR RECORDING BY THE TOWN BOARD OF THE TOWN OF BLUE MOUNDS.

MICHAEL FREITAG DATE _____
CLERK, TOWN OF BLUE MOUNDS



PREPARED BY:
312 EAST MAIN STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
MRS. DIANE FINK
2732 STATE HIGHWAY 78
MOUNT HOREB, WI 53572

SURVEYED BY: MAL
DRAWN BY: ZMR
APPROVED BY: JWS

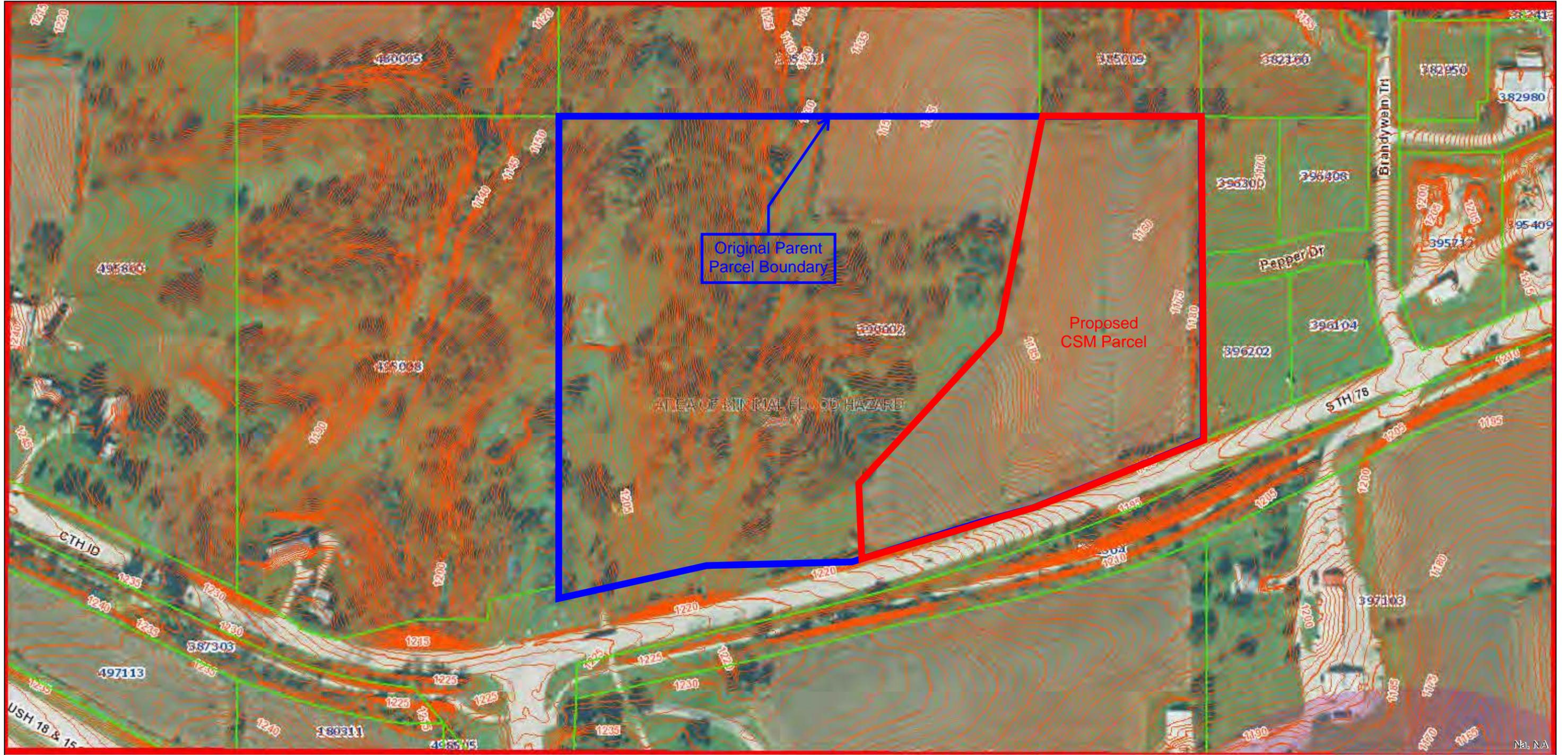
PROJECT NO: 180555
SHEET NO: 3 of 3

OFFICE OF THE REGISTER OF DEEDS

COUNTY, WISCONSIN
RECEIVED FOR RECORD _____,
20 ____ AT _____ O'CLOCK ____ M AS
DOCUMENT # _____
IN VOL. _____ OF CERTIFIED SURVEY
MAPS ON PAGE(S) _____

KRISTI CHLEBOWSKI, REGISTER OF DEEDS

Fink CSM ETJ Exhibit



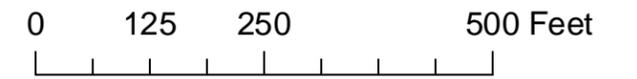
August 11, 2020

- BOUNDARY
- Tax Parcels
- 5 foot Intervals**
 - Index
 - Index Depression
- 1 foot Intervals**
 - Intermediate
 - Intermediate Depression

- Lake, Stream, or Pond 300 ft Buffer
- DNR Wetlands > 2ac - 75 ft Buffer
- Lake or Pond 300-1000 ft Buffer
- Base Flood Elevations
- Flood Hazard Boundaries**
 - Other Boundaries
 - Limit Lines
 - SFHA/ Flood Zone Boundary

- Flood Hazard Zones**
 - 1% Annual Chance Flood Hazard
 - Regulatory Floodway
 - Special Floodway
 - Area of Undetermined Flood Hazard
 - 0.2% Annual Chance Flood Hazard
 - Future Conditions 1% Annual Chance Flood Hazard
 - Area with Reduced Risk Due to Levee

- Dane County Mask**
 - Dane County Mask
- Municipalities**
 - City
 - Village
 - Town



**APPLICATION
CERTIFIED SURVEY MAP
EXTRATERRITORIAL JURISDICTION**

Date: 8-12-2020 Fee: \$650 (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) Blue Mounds
Section 13

Owner Name: James Leuzinger
Z & L Properties, LLC

Address: 2581 WI-92 Trunk
Mount Horeb, WI

Email Address: jamesl@premierbuildingsolutions.biz

Phone: 608-220-7448

The survey contains 2 Outlots
4 Lots lots and 25.4 acres.

Proposed zoning, if different, will be Commercial

SIGNED: 

None, Surveyor

(applicant's interest in the property)

Applicant Name (if different from owner): Vierbicher-Paul Knudson

Address: 999 Fourier Dr., Ste. 201
Madison, WI 53717

Email Address: pknu@vierbicher.com

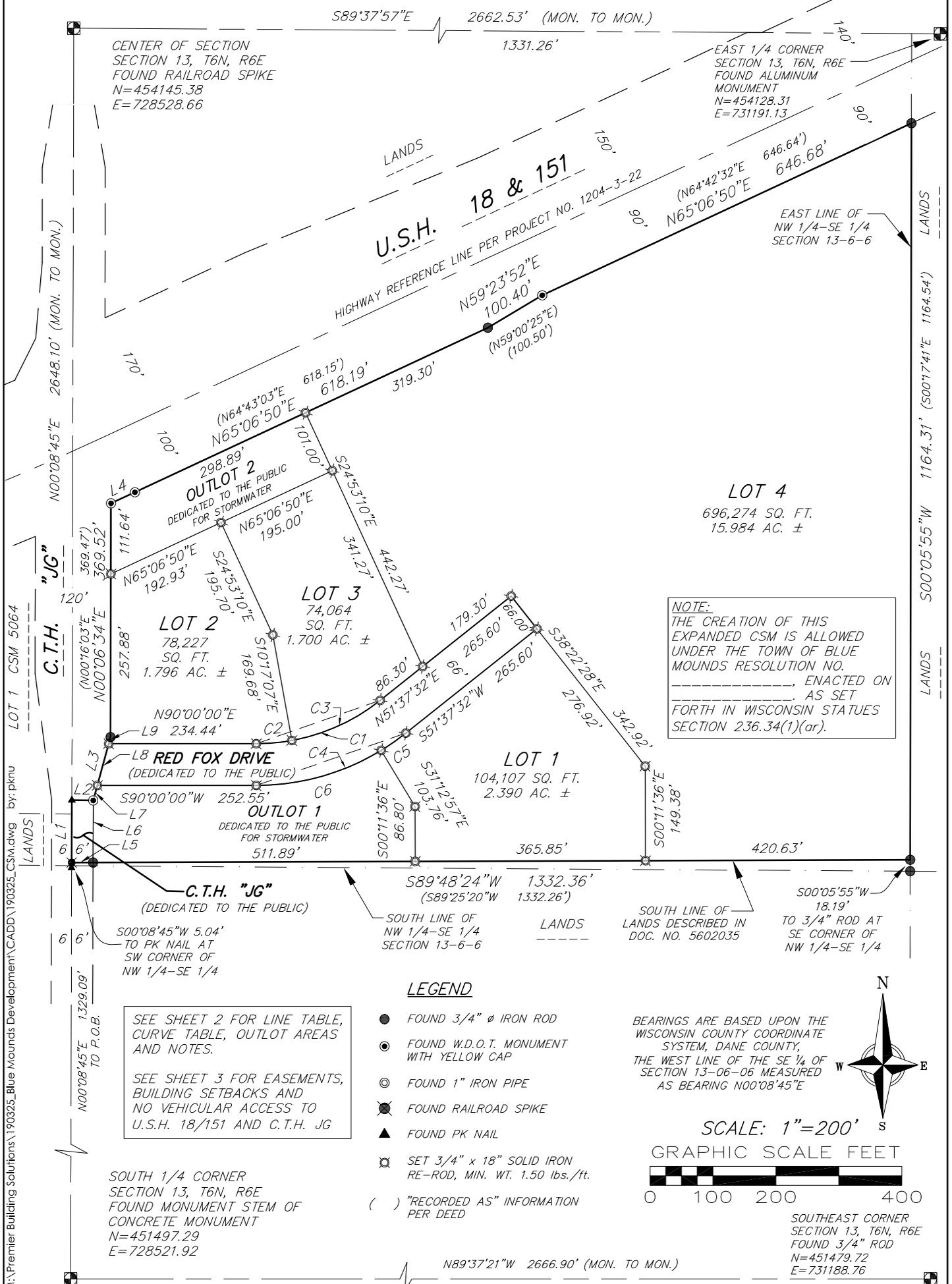
Phone: 608-821-3949

Date of Plan Commission approval: _____

Date of Village Board approval: _____

CERTIFIED SURVEY MAP No. _____

UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP No. _____

UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN

<i>Line Table</i>		
LINE NO.	DIRECTION	LENGTH
L1	N00°08'45"E	98.67'
L2	S89°22'06"E	34.02'
L3	N15°20'37"E	103.85'
L4	N65°22'11"E	41.86'
L5	S89°48'24"W	33.98'
L6	N00°10'20"E	98.18'
L7	N15°20'37"E	24.51'
L8	N15°20'37"E	68.44'
L9	N15°20'37"E	10.90'

<i>Recorded As Line Table</i>		
LINE NO.	DIRECTION	LENGTH
L1	(N00°14'52"W)	(98.44')
L2	(N89°43'57"E)	(33.95')
L3	(N14°55'20"E)	(103.61')
L4	(N64°54'35"E)	(41.92')

<i>Curve Table</i>					
Curve No.	Length	Radius	Delta	Chord Length	Chord Bearing
C1	212.31'	317.00'	38°22'28"	208.37'	N70° 48' 46"E
C2	56.91'	317.00'	10°17'07"	56.83'	N84° 51' 26"E
C3	155.41'	317.00'	28°05'21"	153.86'	N65° 40' 12"E
C4	256.52'	383.00'	38°22'28"	251.75'	S70° 48' 46"W
C5	47.85'	383.00'	7°09'31"	47.82'	S55° 12' 17"W
C6	208.67'	383.00'	31°12'57"	206.09'	S74° 23' 32"W

NOTES:

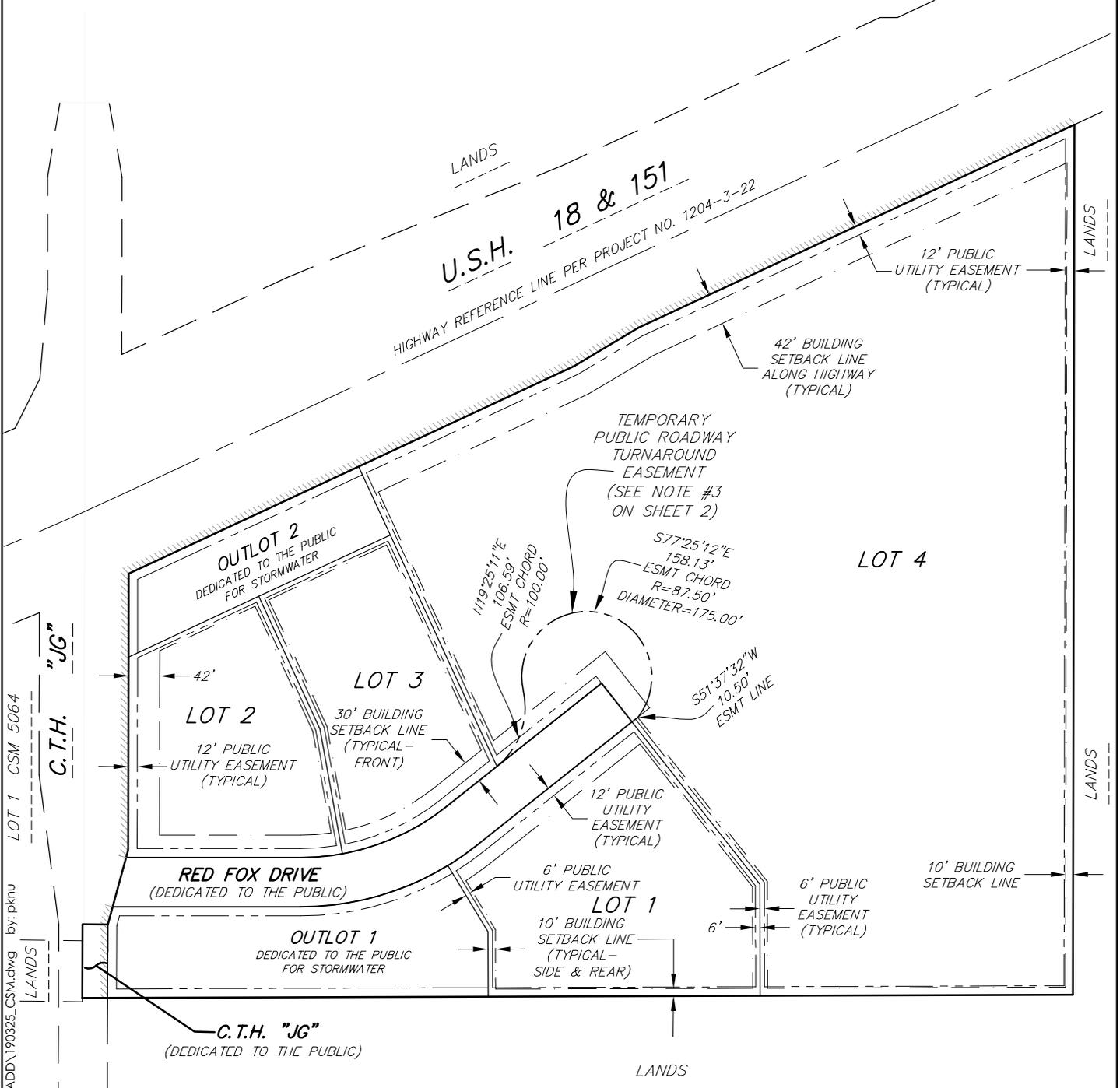
- 1) LANDS WITHIN THIS CERTIFIED SURVEY MAP ARE SUBJECT TO A BLANKET TELEPHONE EASEMENT TO MOUNT HOREB TELEPHONE COMPANY PER DOCUMENT NUMBER 1904697.
- 2) OUTLOT 1 AREA = 65,946 SQ. FT. OR 1.514 ACRES MORE OR LESS.
OUTLOT 2 AREA = 36,806 SQ. FT. OR 0.845 ACRES MORE OR LESS.
- 3) SHOULD LOT 4 OF THIS CERTIFIED SURVEY MAP BE FURTHER SUBDIVIDED INTO ADDITIONAL LOT(S) AND/OR OUTLOT(S), THE TEMPORARY PUBLIC ROADWAY TURNAROUND EASEMENT DEPICTED ON SHEET 1 SHALL AUTOMATICALLY TERMINATE WITH THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY FOR RED FOX DRIVE AND THE RECORDING OF SAID LAND DIVISION WITH THE REGISTER OF DEEDS.
- 4) NO RIGHT OF ACCESS TO U.S.H. 18/151 PER DOCUMENT NO. 1765026.

M:\Premier Building Solutions\190325_Blue Mounds Development\CADD\190325_CSM.dwg by: pkn



CERTIFIED SURVEY MAP No. _____

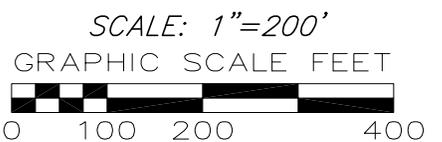
UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN



LEGEND

-  NO VEHICULAR ACCESS TO U.S.H. 18/151 & C.T.H. JG
-  PUBLIC UTILITY EASEMENTS 6' WIDE
-  12' WIDE
-  BUILDING SETBACK LINES PER THE TOWN FOR COMMERCIAL ZONED LOTS
-  42' - HIGHWAY
-  30' - FRONT
-  10' - SIDE & REAR

BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, THE WEST LINE OF THE SE 1/4 OF SECTION 13-06-06 MEASURED AS BEARING N00°08'45"E



M:\Premier Building Solutions\190325_Blue Mounds Development\CADD\190325_CSM.dwg by: pknv

vierbicher
planners | engineers | advisors



Phone: (800) 261-3898

FN: 190325
DATE: 8-3-2020
REV:
Drafted By: PKNU
Checked By: MMAR

SURVEYED FOR:
PREMIER BUILDING SOLUTIONS
ATTN: JAMES LEUZINGER
2581 WI-92 TRUNK
MOUNT HOREB, WI

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

**SHEET
3 OF 6**

CERTIFIED SURVEY MAP No. _____

UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Paul R. Knudson, Professional Land Surveyor, hereby certify: That in full compliance with the provisions of Section 236.34 of the Wisconsin Statutes and the subdivision regulations of the Town of Blue Mounds, and under the direction of Z & L Properties, LLC, owner of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries of the land surveyed and the division of that land in accordance with the information provided; and that this land is Part of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 06 North, Range 06 East, Town of Blue Mounds, Dane County, Wisconsin, described as follows:

Commencing at the South Quarter Corner of said Section 13; thence N00°08'45"E, 1329.09 feet along the west line of said SE 1/4 to the Point of Beginning; thence continuing N00°08'45"E, 98.67 feet along said west line; thence S89°22'06"E, 34.02 feet to the east right-of-way of County Trunk Highway "JG"; thence N15°20'37"E, 103.85 feet along said east right-of-way; thence N00°06'34"E, 369.52 feet along said east right-of-way to the southeasterly right-of-way of United States Highway 18 and 151; thence the following four courses along said southeasterly right-of-way; thence N65°22'11"E, 41.86 feet; thence N65°06'50"E, 618.19 feet; thence N59°23'52"E, 100.40 feet; thence N65°06'50"E, 646.68 feet to the east line of said NW 1/4 of the SE 1/4; thence S00°05'55"W, 1164.31 feet along the east line of said NW 1/4 of the SE 1/4 to the southeast corner of lands described in a warranty deed recorded as document number 5602035; thence S89°48'24"W, 1332.36 feet along the south line of lands described in said document number 5602035 to the Point of Beginning.

Said description contains 1,107,843 square feet or 25.433 acres, more or less.

Vierbicher Associates, Inc.
By: Paul R. Knudson

Dated this 16th day of July, 2020.

Signed: _____
Vierbicher Associates, Inc.
Paul R. Knudson, P.L.S. No. 1556

M:\Premier Building Solutions\190325_Blue Mounds Development\CADD\190325_CSM.dwg by: pkn

 <p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">Phone: (800) 261-3898</p>		FN: 190325	SURVEYED FOR:	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	<h2 style="margin: 0;">SHEET</h2> <h2 style="margin: 0;">4 OF 6</h2>
		DATE: 8-3-2020	PREMIER BUILDING SOLUTIONS		
		REV:	ATTN: JAMES LEUZINGER		
		Drafted By: PKNU	2581 WI-92 TRUNK		
		Checked By: MMAR	MOUNT HOREB, WI		

CERTIFIED SURVEY MAP No. _____

UNPLATTED LANDS BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 13,
TOWNSHIP 06 NORTH, RANGE 06 EAST, TOWN OF BLUE MOUNDS, DANE COUNTY, WISCONSIN

VILLAGE OF MOUNT HOREB APPROVAL:

This Certified Survey is hereby acknowledged and accepted by the Village Board of the Village of Mount Horeb, Dane County, Wisconsin on this _____, 20_____.

Alyssa Gross, Village Clerk

TOWN OF BLUE MOUNDS APPROVAL:

This Certified Survey, including any dedications shown thereon, has been duly approved by the Town Board of the Town of Blue Mounds, Dane County, Wisconsin, on _____, 20_____.

Mike Freitag, Town Clerk

REGISTER OF DEEDS CERTIFICATE:

Received for recording on this ___ day of _____, 20____, at
___ o'clock __.m., and recorded in Volume _____ of Certified Surveys
on Pages _____. as Document Number _____.

Kristi Chlebowski, Dane County Register of Deeds

M:\Premier Building Solutions\190325_Blue Mounds Development\CADD\190325_CSM.dwg by: pkn

vierbicher
planners | engineers | advisors



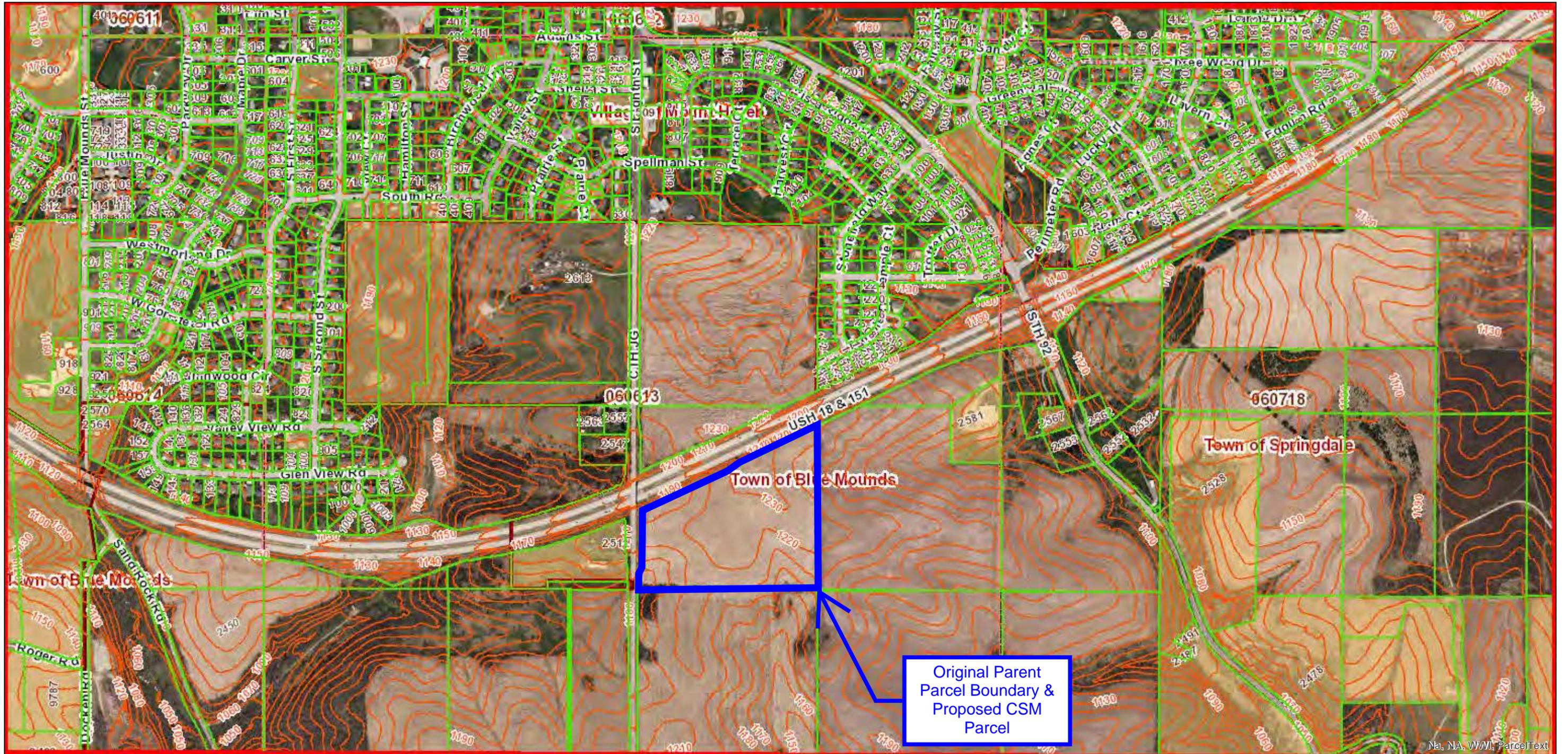
FN: 190325
DATE: 8-3-2020
REV:
Drafted By: PKN
Checked By: MMAR

SURVEYED FOR:
PREMIER BUILDING
SOLUTIONS
ATTN: JAMES LEUZINGER
2581 WI-92 TRUNK
MOUNT HOREB, WI

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

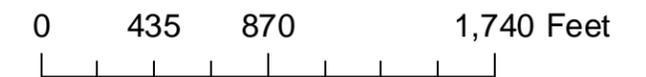
**SHEET
6 OF 6**

CSM ETJ Exhibit



August 17, 2020

- | | | | | |
|-------------------------|--------------------------|-----------------------------|--------------------------------|----------------------------|
| Mailing Labels | 10 foot Intervals | Town | Excavated pond | Wetland Class Areas |
| Dane County Mask | Index | Certified Survey Map - CSM | Filled excavated pond | Wetland |
| Dane County Mask | Index Depression | Parcels | Filled/draind wetland | Upland |
| Primary Address | Sections | Lakes and Ponds | Wetland too small to delineate | Filled Areas |
| Preliminary Address | Municipalities | Lakes and Ponds | Filled Points | Y |
| Road Names | City | Wetland Class Points | Yes | |
| | Village | Dammed pond | | |



Na, NA, WWI, ParcelText



Village of Mount Horeb

Policies & Procedures

<u>Policy:</u> Debt Management	<u>Number:</u> 100-19	<u>Effective:</u> September 2, 2020
------------------------------------------	---------------------------------	-----------------------------------------------

Scope: Administration

Purpose: The Village of Mount Horeb acknowledges that certain costs incurred on an annual basis reflect an investment in the future of the Village. These types of costs include development, acquisition, and replacement of assets that will be used by the residents of the Village over a long period of time. Financing of these long-term assets is often appropriately accomplished through the issuance of long-term debt instruments, special assessments, or any other combination of these.

It is the responsibility of the Village Board and Village administrative staff to monitor the financial health of the Village. A significant portion of the Village's financial health is determined by its ability to manage its debt, so the role of debt in the Village's total financial strategy must be carefully defined in order to avoid using debt in a way that weakens other parts of its financial structure. It is the responsibility of the Village Administrator and Finance Director/Treasurer to regularly monitor the Village's outstanding debt and to recommend issuance, replacement and retirement of outstanding debt to the Finance/Personnel Committee and the Village Board.

Section 1: Financing Considerations

1. The Village will confine long-term borrowing to capital improvements, equipment, or other long-term projects which cannot and, appropriately should not, be financed from current annual operating revenues.
2. The Village will not use long-term debt to finance current operations, nor will long-term debt be used to finance the cost of short-lived (less than five years) depreciable assets (for example, vehicles).
3. In general, the final maturity of bonds and notes issued by the Village should not exceed the expected useful life of the underlying project for which it is being issued.
4. The Village will issue general obligation debt by borrowing from the State Trust Fund or through a competitive bidding process or negotiated sale, depending upon which approach is deemed most advantageous to the Village.
5. Periodic reviews of outstanding debt will be undertaken by the Village Administrator and Finance Director/Treasurer at least every two years to determine refinancing opportunities. Refinancing will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding.

Section 2: Debt Limits and Structure

1. Section 67.03 of Wisconsin Statutes and Article XI, §3(2) of the Wisconsin Constitution require that general obligation debt outstanding not exceed 5% of the

equalized valuation of the taxable property within the Village. Revenue bonds and notes are not considered debt for purposes of determining compliance with constitutional debt limitations. The Village intends to keep total outstanding general obligations debt within 50% of the limit prescribed by law and non-utility and non-TIF related general obligation debt within 40% of the statutory limit unless otherwise authorized by the Village Board. Debt levels should further be consistent with the Village's credit objectives and long-term financial plan.

2. The Village will keep the maturity of all outstanding general obligation bonds at or below 20 years unless otherwise allowed by Wisconsin State Statutes and authorized by the Village Board.
3. The total annual debt service expense for general obligation debt (exclusive of that funded by proprietary operations and TIF) should not exceed 25% of the Village's total operating expense less capital outlay, unless otherwise authorized by the Village Board. The Village will make every effort realistic and reasonable to maintain debt service expenditures at a proportionately even level for tax rate stabilization.

Section 3: Municipal Advisor

1. The Village will utilize the services of a qualified Municipal Securities Rulemaking Board (MSRB) Registered Municipal Advisor ("Municipal Advisor") that meets all current certification requirements in the monitoring of its debt and debt service.
2. The Village should strive to maintain a long-term relationship with a Municipal Advisor to allow for continuity and consistency in services provided by the advisor. However, the arrangement between the Municipal Advisor and the Village should be examined every five (5) years or as deemed necessary by Village administrative staff and the Village Board.
3. All feasible alternatives (for example, State Trust Fund loans, Clean Water Fund loans, and private placements with local financial institutions) for borrowing funds should be considered by the Village and the Municipal Advisor depending on the uniqueness of the items or projects being financed by long-term debt.
4. All costs of issuing long-term debt, including fees for professional services, underwriting fees, and the interest costs over the term of the debt issue, must be considered and carefully evaluated for each borrowing.
5. The Village will work with the Municipal Advisor to ensure that long-term debt issues are structured to protect the interest of the Village for the present and in the future (for example, the inclusion of call provisions to protect the Village against future interest rate fluctuations or other circumstances).

Section 4: Other Considerations

1. The maintenance of the best possible credit rating shall be a significant factor in all financial decisions.
2. The Village will maintain good communications with bond rating agencies regarding its financial condition.
3. The Village will follow a policy of full disclosure in all financial reporting including bond prospectuses and continuing disclosure agreements required under SEC Rule 15c2-12(b)(5).

RESOLUTION 2020-25

ANNUAL BANK AUTHORIZATION RESOLUTION

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

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

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

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

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

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

AUTHORIZED FINANCIAL INSTITUTIONS

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

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

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

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

Introduced and passed this 2nd day of September 2020.

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gross, Village Clerk



Mount Horeb Area Joint Fire Department

400 Blue Mounds Street
Mount Horeb, Wisconsin 53572

Phone: (608) 437-5571

Fax: (608) 437-3873

Email: jminter@fdmh.org

Date: August 21, 2020

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

From: Chief Jenny Minter 

Subject: 2021 Operating Budget

Enclosed you will find the 2021 Operating Budget Proposal approved by the Mount Horeb Area Joint Fire Department (MHAJFD) Board of Directors. We are asking for a budget increase of \$52,100 (a 4.89% increase from 2020). Our USDA loan for the new building closed in January 2020 with an annual payment \$105,200 lower than at the beginning of construction and \$54,600 lower than the update provided in September 2019. We worked hard to provide you with a competitive bid process for the new building construction along with additional cost savings throughout the project. Please review the 2021 budget proposal and plan to attend the Annual Budget Meeting scheduled for Wednesday, September 23, 2020 beginning at 7:00 PM.

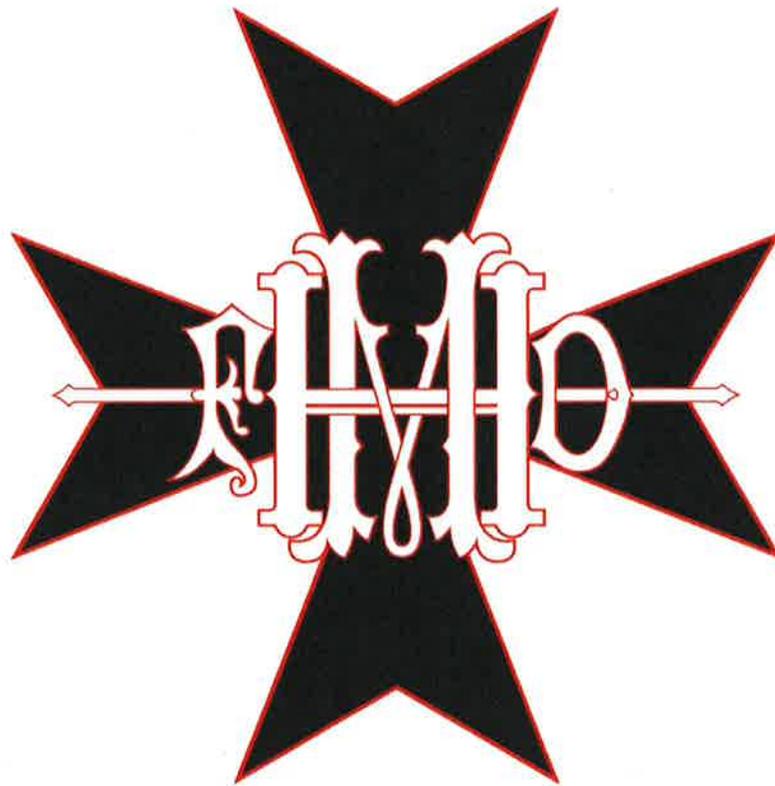
The budget process began with a thorough review of historic spending and anticipated expenses. We presented a 5.57% increase that was further reduced by the fire board to the presented 4.89% increase. Our much needed 8th staff position was figured into a projection to begin halfway through 2022. With a full year of new building utility costs and expenses leading the 2021 budget increase, there was no way I saw to financially hire this position in 2021. This position would give us coverage of a single Firefighter/AEMT on duty 7 days a week, 24 hours each day. I am pleased to announce that effective the date of this memo, we were awarded a 3 year no-cost full time firefighter hiring from a FEMA SAFER grant. This date is the first day of grant announcements, and we were selected as one of the departments with the highest staffing needs across the nation.

There is a narrative document attached, outlining all category changes for 2021. The budget contains the basics and essentials of function and safety. This budget addresses some of our requirements in meeting National Fire Protection Association Codes, the firefighter safety standards, by purchasing hose, communications equipment and keeping up with turnout gear replacement.

A separate loan payment for the USDA is due in 2021 and I have added that annual payment and required reserve fund to page 4 of the budget spreadsheet.

Please provide at least one elected or appointed official to discuss and vote on the 2021 Operating Budget Proposal at the Annual Meeting on Wednesday, September 23. Through the management by your MHAJFD board members you will be able to be proud of your decision to support this budget as it plays a pivotal role in making your department the best to meet the needs of your constituents.

Mount Horeb Area Joint Fire Department



2021 Operating
Budget Request

The Chief Officers of the Mount Horeb Area Joint Fire Department present the following 2021 Budget Request. The budget process began with a thorough review of historic spending and anticipated expenses. This document will cover all the changed categories, both additions and subtractions. All other budget categories, not in this request, remain unchanged for 2021.

The budget contains the basics and essentials of function and safety. Staffing is essential, since without staffing, the Fire and EMS service cannot survive. Of utmost importance are the 63 Volunteers that serve our department, which do not take much expense in the current budget, but would be at least a million-dollar budget addition if they chose to no longer serve the Department. This one million dollar addition would only give us minimum staffing of 12 additional, for a total of 18 (3 shifts of 6 FF/AEMTs), to keep one ambulance and one fire truck in service 24 hours a day, but not covering any vacation or sick days. The 2021 budget also contains an update of operating expenses at the new station now that we have a full year of expenses in our new home to use for analysis.

The Capital Expenditure Fund is at a set maintenance amount after building this Fund for over 20 years. The objective of the Capital Expenditure Fund is to keep all apparatus and apparatus mounted equipment expenditures within the annual Fire Department Operating Budget. This set up requires no additional funds from individual municipalities when a vehicle is purchased. At the end of 2018 we began the process of specifying Engine 2 for replacement in 2021. Current Engine 2 is a 1996 Peterbilt Custom pumper tender. Since we started the Capital Expenditure Fund we have saved money by eliminating 2 major pieces of fire apparatus by combining their uses together (such as a pumper/tender and pumper/squad). We cannot go any lower than the four major pieces we maintain now.

Fire and EMS calls for 2019 totaled 1,319; crews are going out the doors over 3 times each day. In 2019, members of the Fire Department accumulated a total of 6,155 hours of training, an average of 93 hours per member.

The following budget categories have proposed changes for 2021:

*5231.01 Board of Directors **(\$1,100)***

The Board of Directors recently voted to adjust the meeting schedule for 2021 to every other month meetings. The reimbursement expense in this account is per meeting, so the budgeted amount can decrease.

*5231.08 Insurance **\$1,000***

Since 2015 when Worker's Compensation Insurance calculations changed, we have been adjusting this budget category. The cost is based on payroll, and additions to staffing affect this cost. Our experience modifier is expected to raise in 2021 as we experienced a significant injury used in the calculation.

*5231.11 Admin Office Personnel **\$3,000***

This budget category will now contain the retention raises incorporated into the full-time Firefighter AEMT salary schedule that was approved in 2018. The retention plan provided for step raises for advancing to a higher position; Apparatus Driver, Lieutenant, Captain, and Deputy Chief. This is to keep existing full-time staff in Mount Horeb, instead of continuously losing them to higher paid departments in the area that have stepped raises and opportunities to grow in their career. Deserving candidates who take on more management responsibilities in 2021 will be rewarded with this raise. This category also includes the continuation of wages to a Chief's assistant who has been essential in developing training curriculum during the pandemic.

*5231.15 Fire/EMS Administrator **\$1,600***

This account is now the salary and associated payroll taxes for the full time Chief position. The salary schedule was approved by the Board of Directors in January of 2019 and stayed within estimates given in the Fire Chief Transition Plan. The increase in this account for 2021 is the scheduled raise in the approved salary schedule.

5231.18 Employee Benefits \$5,400

Benefit costs include State of Wisconsin retirement, health care, dental, and a retirement health savings account for accrued sick leave. This category increases for a historically calculated annual increase in cost of the benefit programs.

5231.30 SAP \$2,000

This account funds the Service Award Program that was started in 2001. This program gives a retiring volunteer an award based on the years of service they have given the department. An annual investment per volunteer is put into this account and is met by a state match. We maximize the investment to get the full state match. In 2019 the number of participating volunteers increased and this budget increase for 2021 serves to adjust to the higher number of volunteers staying on the department. For the firefighter volunteers, this is the only budget category that provides them with monetary incentive to serve.

5231.31 Heat \$1,000

The Fire Department's square footage is three times greater than the old station. New equipment is, however, more energy efficient. Now that we have a full year of invoices paid to date at the new station, this category needs to see an increase for 2021 based on historical spending.

5231.33 Utilities-electric \$1,200

The Fire Department's size has grown three times, meaning more electrical equipment in the new station. We do have full LED lighting and the new building equipment is more energy efficient. Now that we have a full year of invoices paid to date at the new station, this category needs to see an increase for 2021 based on historical spending.

5231.35 Utilities – water & sewer (\$1,600)

The Fire Department's new building has more plumbing fixtures, but they are low flow. We also have a new system for washing trucks that uses less water. After

reviewing a full year of invoices paid to date at the new station, this category can see a decline for 2021.

5231.39 Maintenance \$10,500

Proper maintenance in the new station will include annual service on our new equipment to curb repair costs and keep it running longer. Our one-year warranty expired in April of 2020. We did add known annual maintenance for new systems at the station for 2020, but there were additional costs including snow removal, garage door maintenance, boiler and relief valve inspections and certifications, dumpster, softener salt, elevator inspections in addition to an increase for 2021 to cover the expense of a full year of maintenance at the new station. This category also adds \$1,000 annually to a fund for future building repairs or replacements. The shared items in this budget category are managed by the Joint Public Safety Building Committee.

5231.43 Disposable Supplies \$900

Disposable supplies include cleaning chemicals and paper products for the station. With the increased size of this building compared to the old station and increased cleaning frequency during the pandemic, this budget category will need an increase for 2021. The amount of increase is based on a historical review of invoices paid in the first 6 months of 2020.

5232.15 Firefighter Salary \$5,100

The increase in this account for 2021 is the scheduled annual increase in base pay for each year of the approved salary schedule. These staff costs are equally shared in the EMS Expense category 5255.15

5232.16 Fill-In Staff Wages \$2,000

Fill-in staff covers openings in the full-time staff through sick, vacation, and absence in a staff member. We have not had a recent year that we did not have fill-in staff covering openings for a full-time staff member who has left employment. The staff that do remain are earning more vacation through longevity and more fill-In staff hours are necessary. Historical spending in this

account has been over budget the last five years. These staff costs are equally shared in the EMS Expense category 5255.27

*5232.22 Equipment Replacement **\$4,000***

This category spending is used both for buying 6 sets of turnout gear annually and saving in the Equipment Fund for purchase of Self Contained Breathing Apparatus (SCBA) and extrication equipment. Prices used in this category were updated last year, after no updates since 2015. In that time a set of turnout gear increased \$1,000 and a SCBA increased \$3,000. These equipment items are required by NFPA codes to be replaced every 10 years for gear and 15 years for SCBAs. This category sees a stepped increase over the two budget years, 2020 and 2021, followed by annual reviews and adjustments as needed.

*5232.27 DNR Grant Equipment **(\$1,200)***

The annual DNR grant is traditionally a 50% state funded grant awarded in October for equipment used in wildland firefighting. This year the DNR is not funding radios at 50%. Our traditional request is for 4 portable fire service rated radios, and if the grant is not awarded 2 portable radios are purchased. This year we have also applied for firefighter decontamination wipes to be used to remove products of combustion from skin after a wildland fire.

*4522.7 DNR Grant Funds **\$3,400***

This is a decrease in the income from the DNR grant if we are awarded it in October. The grant traditionally pays for 50% of the requested items for wildland firefighting. Starting in 2021, the DNR will not pay 50% of the cost of portable radios, but a maximum amount per radio.

*5255.02 Apparatus Repair **\$500***

Historical data has shown that when we get a new rescue, the apparatus repair costs decline rapidly that year and slowly increase until the next replacement. We took delivery of a new Rescue 40 in early 2019, so this budget category will increase annually until Rescue 38 is replaced in 2023.

5255.15 EMT Salary \$5,100

The increase in this account for 2021 is the scheduled annual increase in base pay for each year of the approved salary schedule. These staff costs are equally shared in the Fire Expense category 5232.15

5255.19 Computer Program \$2,300

This category historically contained an annual purchase of one rugged computer used in the rescues for patient reporting. Due to improved technology, we have been able to maintain these computers longer. This category switched in 2020 to every other year computer purchase, which will put the computers at 4 years for replacement. The expense for one computer will be split across two budget cycles to maintain consistency in this line item. This category is also increased \$500 for an increase in cost in our online scheduling software.

5255.27 Fill-In Staff Wages \$2,000

Fill-in staff covers openings in the full-time staff through sick, vacation, and absence in a staff member. We have not had a recent year that we did not have fill-in staff covering openings for a full-time staff member who has left employment. The staff that do remain are earning more vacation through longevity and more fill-In staff hours are necessary. Historical spending in this account has been over budget the last five years. These staff costs are equally shared in the Fire Expense category 5232.16

5255.28 EMS Paid On Call \$5,000

We have budgeted a raise for our EMTs and Drivers. We have, since inception, added an incentive for holiday coverage and an increased incentive for an Advanced EMT, but the base rate of \$1.55 per hour covering on the rescue has not increased since 2014. This category covers all wages to our "Volunteer" EMS crews who run the nights and weekends. They are paid per hour that they cover available on pager. There is an average of 45 EMS members on each quarterly payroll and they put in over 30,000 hours each year on shift. On a side note, there is not a category for Volunteer Firefighter. Our 51 fire volunteers receive no pay or reimbursement for their service.

Added to the last page, Budget Summary, are new lines related to the building. You will see loan payment due for the year, the required reserve fund as it builds each year until year 10 of the loan, and the building fund for future repairs.

Some of the changes to the 2021 Operating Budget Request are due to the maintenance and utility costs of the new Public Safety Building. We have many more advanced systems for mechanical and construction features in the new building. These systems are important to inspect and maintain to avoid higher repair costs in the future.

We have our full-time staff doing many administrative tasks that are above their pay grade and they are managing these additional responsibilities without any additional compensation. This was done to keep our administrative overhead low and to hire more firefighter/EMTs, but we are now at a point where we need to look towards the future and how this department will be shaped to grow. Our retention plan with step raises will offer an incentive to stay in Mount Horeb for a career.

FDMH continues to go against the norm with large numbers of Volunteers. To keep that trend, we implemented the Student Volunteer Program in 2016. The first two graduates of the program for high school students became active members of the Department, with another 7 transitioning to membership in the last year. We have 6 Student Volunteers currently in the program. They all have State Firefighter Level II training, and many will take the high school EMT-Basic course this spring. This program is of no cost to the Joint Fire Department as the turn-out gear for the students was paid for by the Mount Horeb Volunteers who fully supported the program.

Approval of the 2021 Budget Request for FDMH at the Board of Directors level is set for August 19th, 2020 at 7:30 p.m. The Annual Budget Meeting for the municipal vote is September 23rd, 2020 at 7:00 p.m. Questions on the 2021 Budget Request can be directed to Fire Chief Jenny Minter at the Fire Station, 608-437-5571.

Mount Horeb Area Joint Fire Department - 2021 Budget

ACCT#	ACCOUNT NAME	2018 BUDGET	2018 ACTUAL	2019 BUDGET	2019 ACTUAL	2020 BUDGET	2020 6 MO.	2020 EST.TOTAL	2021 BUDGET	2022 ESTIMATE
ADMINISTRATIVE										
5231.01	Board of Directors	2,500	2,080	2,500	1,900	2,500	0	1,400	1,400	1,400
5231.03	Board Secretary	100	100	100	0	100	0	100	100	100
5231.05	Board Treasurer	100	100	100	100	100	0	100	100	100
5231.07	Board President	200	200	200	200	200	0	200	200	200
5231.08	Insurance	38,000	37,432	35,300	27,106	28,500	22,852	27,500	29,500	30,000
5231.11	Admin Office Personnel	96,300	100,395	109,700	107,578	7,500	3,582	7,500	10,500	20,000
5231.15	Fire/EMS Administrator	23,000	25,621	26,600	26,356	107,000	52,901	107,000	108,600	113,700
5231.16	State Unemployment Insurance		86		988					
5231.18	Employee Benefits	138,000	124,014	165,200	144,479	180,000	77,948	170,000	185,400	192,000
5231.20	C.H.H. Cadet Program	47,000	51,085	47,000	44,378	48,000	18,635	45,000	48,000	50,000
5231.21	Disposable Supplies	8,000	7,305	8,000	7,917	8,000	3,258	8,000	8,000	9,000
5231.22	Computer Equipment	5,100	4,774	5,100	5,087	5,100	3,161	5,100	5,100	5,100
5231.23	Travel and Mileage	800	775	800	783	800	0	0	800	800
5231.24	Attorney Fees	1,000	540	1,000	90	1,000	1,113	1,000	1,000	1,000
5231.25	Inservices, Mtgs, Confer.	1,000	996	1,000	949	1,000	699	1,000	1,000	1,000
5231.26	Copier	8,000	7,968	8,000	7,964	8,000	3,227	8,000	8,000	8,000
5231.27	Expenses - Chief	19,000	18,999	0	0	0	0	0	0	0
5231.30	SAP	16,000	10,350	16,000	9,946	11,000	12,187	12,200	13,000	14,000
Total Administrative		404,100	392,819	426,600	385,821	408,800	199,562	394,100	420,700	446,400
FACILITIES										
5231.31	Heat	6,500	4,125	6,500	9,116	9,000	7,150	10,000	10,000	10,500
5231.33	Utilities - electric	16,000	13,370	16,000	21,085	20,000	8,531	20,600	21,200	21,500
5231.35	Utilities - water & sewer	5,200	5,118	5,200	3,788	4,500	1,178	2,900	2,900	3,000
5231.37	Telephone	12,000	10,296	12,000	13,597	13,500	6,965	14,000	13,500	14,000
5231.39	Maintenance	12,000	11,212	6,000	7,780	10,500	11,884	20,000	21,000	22,000
5231.40	Building Rental	2,400	2,805	0	0	0	0	0	0	0
5231.43	Disposable Supplies	1,500	1,446	1,500	1,522	1,500	639	2,200	2,400	2,400
Total Facilities		55,600	48,371	47,200	56,888	59,000	36,347	69,700	71,000	73,400
Total Administrative & Facility		459,700	441,190	473,800	442,709	467,800	235,909	463,800	491,700	519,800

Mount Horeb Area Joint Fire Department - 2021 Budget

Fire Department Expense & Income

ACCT#	ACCOUNT NAME	2018 BUDGET	2018 ACTUAL	2019 BUDGET	2019 ACTUAL	2020 BUDGET	2020 6 MO.	2020 EST. TOTAL	2021 BUDGET	2022 ESTIMATE
EXPENSE										
5232.02	Apparatus Repair	22,000	21,782	22,000	20,398	22,000	6,982	22,000	22,000	22,000
5232.04	Equipment Repair	5,000	3,497	5,000	4,980	5,000	4,367	5,000	5,000	5,000
5232.06	Disposable Supplies	4,500	2,977	3,500	3,034	3,000	1,581	3,200	3,000	3,000
5232.10	Fuel, Gas, Grease	10,000	11,088	10,000	10,809	10,000	3,766	8,500	10,000	10,000
5232.12	Run Charges	5,000	5,280	5,000	4,215	5,000	2,460	5,000	5,000	5,000
5232.14	Clothing Allowance	4,000	3,996	4,000	3,996	4,000	1,998	4,000	4,000	4,000
5232.15	Firefighter Salary	103,800	101,584	135,500	135,953	175,900	78,444	170,000	181,000	187,000
5232.16	Fill-In Staff Wages	9,000	23,076	9,000	16,768	10,000	7,406	14,000	12,000	13,000
5232.18	Travel & Mileage	1,000	964	1,000	730	1,000	43	200	1,000	1,000
5232.19	Computer Program	3,200	2,896	3,200	3,164	3,200	1,646	3,200	3,200	3,200
5232.20	Apparatus Replacement				0					
5232.22	Equipment Replacement	29,300	28,014	29,300	29,665	32,000	5,496	32,000	36,000	36,000
5232.23	Maintenance Tools	500	360	500	486	500	51	500	500	500
5232.24	New Apparatus				0					
5232.25	AFG Expenditures		88,568		33,750					
5232.26	New Equipment	8,000	7,961	8,000	4,820	8,000	3,308	8,000	8,000	8,000
5232.27	DNR Grant Equipment	14,600	14,512	14,600	7,300	17,800	17,268	17,300	16,600	17,000
5232.29	Expenses - Fire Officers	2,000	1,309	2,000	731	2,000	210	2,000	2,000	2,000
5232.30	Capital Expenditure Fund	210,000	210,000	210,000	210,000	210,000	126,000	210,000	210,000	210,000
5233.02	Inspections/Prevention	1,500	1,126	1,500	1,431	1,500	22	1,000	1,500	1,500
5234.02	Training	8,000	8,015	8,000	6,554	8,000	4,848	8,000	8,000	8,000
Fire Department Expense		441,400	537,002	472,100	498,785	518,900	265,894	513,900	528,800	536,200
AFG Grant Funds			88,568		36,282					
DNR Grant Funds		7,300	7,256	7,300	0	8,900	8,634	8,600	5,500	6,000
Fire Income - Fire Runs		5,000	4,685	5,000	7,916	5,000	5,250	6,000	5,000	5,000
Fire Department Revenue		12,300	100,509	12,300	44,198	13,900	13,884	14,600	10,500	11,000
Total Fire Department		429,100	436,493	459,800	454,587	505,000	252,010	499,300	518,300	525,200

Mount Horeb Area Joint Fire Department - 2021 Budget

EMS Expense & Income

ACCT#	ACCOUNT NAME	2018 BUDGET	2018 ACTUAL	2019 BUDGET	2019 ACTUAL	2020 BUDGET	2020 6 MO.	2020 EST. TOTAL	2021 BUDGET	2022 ESTIMATE
EXPENSE										
5255.02	Apparatus Repair	6,500	3,976	4,500	3,793	5,000	2,185	5,000	5,500	6,000
5255.04	Equipment Repair	5,000	4,095	4,500	3,494	4,500	13	4,500	4,500	4,500
5255.06	Disposable Supplies	26,000	26,843	26,000	32,712	26,000	18,520	28,000	26,000	26,000
5255.10	Fuel, Gas, Grease	12,000	11,036	12,000	9,225	10,000	4,522	10,000	10,000	10,000
5255.12	Training	8,000	8,860	8,000	4,300	8,000	2,820	6,000	8,000	10,000
5255.14	Run Charges	16,000	14,790	16,000	15,270	15,000	7,440	15,000	15,000	15,500
5255.15	EMT Salary	103,800	101,584	135,500	135,954	175,900	78,444	170,000	181,000	187,000
5255.16	Clothing Allowance	4,000	3,996	4,000	3,996	4,000	1,998	4,000	4,000	4,000
5255.18	Travel and Mileage	1,000	800	1,000	711	1,000	0	100	1,000	1,000
5255.19	Computer Program	5,500	5,468	5,500	3,200	2,200	806	2,200	4,500	4,500
5255.20	Apparatus Replacement									
5255.22	Equipment Replacement	7,000	6,571	7,000	3,291	7,000	1,292	7,000	7,000	7,000
5255.24	New Apparatus									
5255.26	New Equipment	8,000	8,150	8,000	5,498	8,000	3,183	8,000	8,000	8,000
5255.27	Fill-in Staff Wages	9,000	23,076	9,000	16,768	10,000	7,406	14,000	12,000	13,000
5255.28	EMS Paid On Call	72,000	84,999	76,000	82,541	80,000	39,430	80,000	85,000	85,000
5255.29	Expenses - EMS Officers, Directors	7,000	5,383	5,600	5,383	5,600	2,691	5,600	5,600	5,600
5255.30	Capital Expenditure Fund	105,000	105,000	105,000	105,000	105,000	63,000	105,000	105,000	105,000
EMS Expense		395,800	414,626	427,600	431,134	467,200	233,750	464,400	482,100	492,100
EMS Revenue		375,000	373,257	375,000	294,521	375,000	186,288	350,000	375,000	375,000
Total EMS		20,800	41,369	52,600	136,613	92,200	47,462	114,400	107,100	117,100

Mount Horeb Area Joint Fire Department - 2021 Budget

BUDGET SUMMARY	2018 BUDGET	2018 ACTUAL	2019 BUDGET	2019 ACTUAL	2020 BUDGET	2020 6 MO.	2020 EST. TOTAL	2021 BUDGET	2022 ESTIMATE
Administrative/Facilities	459,700	441,190	473,800	442,709	467,800	235,909	463,800	491,700	519,800
Fire Department	429,100	436,493	459,800	454,587	505,000	252,010	499,300	518,300	525,200
EMS	20,800	41,369	52,600	136,613	92,200	47,462	114,400	107,100	117,100
Total Budget	909,600	919,051	986,200	1,033,909	1,065,000	535,381	1,077,500	1,117,100	1,162,100
USDA Loan:									
Building Loan Payment		-	401,400	401,400	346,800		296,200	296,200	296,200
Building Construction Expense		4,837,757		1,735,788	-		75,200	-	-
USDA Loan Reserve			40,100	20,665	34,680		50,572	59,240	88,860
Operating Account:									
Fund Balance		68,021	59,000	27,010	58,400		20,000	20,000	20,000
Dedicated Insurance Funds		24,700	11,000	24,700	24,700		-	-	-
Building Fund - Future Repairs					1,000		1,000	2,000	3,000
Special Funds:									
Personnel Fund		49,000	64,500	61,745	61,000		61,800	62,000	62,200
Equipment Fund (SCBAs, extrication equip)		107,468	120,700	130,123	134,100		112,300	129,500	146,700
Capital Expenditure Fund (vehicles)		220,450	188,800	262,522	492,900		51,500	82,500	307,500



Mount Horeb Area Joint Fire Department

400 Blue Mounds Street
Mount Horeb, Wisconsin 53572

Phone: (608) 437-5571

Fax: (608) 437-3873

Email: jminter@fdmh.org

DATE: August 21, 2020

TO: Fire District Municipalities

FROM: Chief Jenny Minter *JM*

SUBJECT: Capital Expenditure Fund

Enclosed you will find the MHAJFD Capital Expenditure Fund and Apparatus Replacement Schedule that will be presented at the Annual Budget Meeting scheduled for Wednesday, September 23, 2020 beginning at 7:00 p.m.

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

This year, the fund projections went through a major review looking at call volume, mileage/hours, repair costs, downtime during repairs, and both NFPA and ISO recommendations. Ambulance purchases had been adjusted in recent years looking at increased call volume and wear, but fire apparatus replacement intervals need to be adjusted as well. Repairing does not change the age of the unit. A worn-out fire truck puts everyone at danger, both the community and the firefighters who ride it day in and day out. Looking at all variables, the schedule has been updated for replacement of large fire apparatus at a 20-year interval. This evaluation process will need to continue on a regular basis to ensure that MHAJFD is able to "get out the door" and serve our customers.

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

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

Capital Expenditure Fund & Replacement Schedule

Capital Expenditure Fund			Apparatus Replacement Schedule				
Year	Fund Contributions	Loan Payments	Scheduled Replacement	Loan Proceeds	Replacement Cost	Sale Proceeds/Extra Payments	End of Year Balance
2019			Rescue 40			\$19,000	\$262,500
2020	\$315,000		Engine 2 start	\$30,000	\$556,000		\$51,500
2021	\$315,000		Engine 2 completion		\$284,000		\$82,500
2022	\$315,000		Brush 1		\$90,000		\$307,500
2023	\$315,000		Rescue 38 + Defibs		\$445,000		\$177,500
2024	\$315,000		Engine 4		\$975,000		-\$482,500
2025	\$315,000						-\$167,500
2026	\$315,000		Rescue 40		\$445,000		-\$297,500
2027	\$315,000						\$17,500
2028	\$315,000		Car 1		\$84,500		\$248,000
2029	\$315,000		Rescue 38		\$515,000		\$48,000
2030	\$315,000						\$363,000
2031	\$315,000						\$678,000
2032	\$315,000		Rescue 40 + Defibs		\$656,000		\$337,000
2033	\$315,000						\$652,000
2034	\$315,000		Engine 3		\$1,000,000		-\$33,000
2035	\$315,000		Rescue 38		\$690,000		-\$408,000

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

modified 8/14/20

**AGREEMENT FOR
LAND DIVISION IMPROVEMENTS
NORTH CAPE COMMONS
[PHASE 5]**

Agreement entered into this _____ day of _____, 2020, by and between County ID, LLC (the "Subdivider"), and the Village of Mount Horeb ("Village"), a Wisconsin municipal corporation:

RECITALS

- A. The Subdivider has received approval by the Village of Mount Horeb for a land division plat known as North Cape Commons Subdivision (hereinafter, the "Subdivision" or the "Plat") for an area of land located in the Village of Mount Horeb, Dane County, Wisconsin, and legally described as follows:
- Lots 1 through 149, Outlots 1, 2, and 3, North Cape Commons Subdivision, Village of Mount Horeb, Dane County, Wisconsin.
- B. The Final Plat approval has 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. County ID, LLC is a Wisconsin Limited Liability Company and the owner of the land described in the Plat. John R. DeWitt is Managing Member of County ID, LLC.
- D. Chapter 18, Village of Mount Horeb ordinances, requires that provisions be made for the installation of public improvements, including but not limited to, streets, street lighting, sanitary sewers and water mains and appurtenances thereto, storm sewer and stormwater drainage facilities, greenways, walk ways, and erosion controls, and that such improvements be constructed by the Subdivider without cost to the Village.
- E. The Village's purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Subdivider to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions, including premature subdivision which leaves property underdeveloped and unproductive.

- F. The Subdivider now wishes to proceed with the installation of public improvements to serve Lots 44 and 45, 71-74, and 121-125, all-inclusive and collectively “Phase 5” herein. Subsequent construction phases will be defined in scope by future agreements for land division improvements pertaining to those phases.

AGREEMENT

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

ARTICLE I - REQUIRED IMPROVEMENTS

1. General Conditions.

- a. *Improvements.* The Subdivider shall construct and install those on-site and off-site improvements needed to serve Phase 5. The Subdivider'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 in the development or sale of any lots or improvements within the development.

The improvements contemplated herein include the following: Sanitary sewer service mains, manholes, laterals and all appurtenances; water mains, laterals, hydrants, valves and all appurtenances; stormwater management facilities; streets, curb and gutter; sidewalks; gas and electric utilities; cable television; telephone service; street lights (hereinafter referred to as the "Improvements") in accordance with the plans and specifications approved by the Village Engineer. In addition, the Subdivider further agrees to construct Improvements required to connect the Subdivision to existing utilities, including facilities required outside the boundaries of the Subdivision, and to dedicate said Improvements, rights-of-way, park lands, and stormwater detention/retention lands to the Village.

The Improvements will be designed, constructed and installed by the Subdivider at the Subdivider'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 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 Subdivider's construction of offsite Improvements required under this Agreement. The Village shall not, however, be required to exercise, for the benefit of Subdivider, 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 Subdivider's benefit, the location of any dedicated lands or easements over which it will furnish Subdivider 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 Subdivider 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 Subdivider and the Village.
- d. *Contractors Engaged by Subdivider.* The Subdivider 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 Subdivider 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 Subdivider 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 Subdivider 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 Subdivider. The Subdivider is not an agent or employee of the Village.

The Subdivider 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 Subdivider 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, excepting the final asphalt lift, shall be completed within twelve months after the execution of this Agreement. The Final asphalt lift shall be completed during the construction season immediately following the construction season during which the binder course was installed. No damages may be recovered by Subdivider 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 Subdivider'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 Subdivider 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 at all points where new rights-of-way extend to or intersect with existing streets and all street ends.
- b. *Grading.* The Subdivider shall perform all grading as specified in the plans approved by the Village Engineer. The terrace of existing streets that abut the Subdivision shall be graded to a sidewalk grade or a grade established by the Village Engineer. Vision clearance triangles on corner lots shall be

graded to a maximum height of three feet above the proposed curb elevation and as required by the Village Engineer. The Subdivider shall obtain an erosion control and stormwater 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 Stormwater Management Facilities.* The Subdivider shall design, install and construct all erosion control and stormwater 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. *Street Improvements.* The Subdivider shall design, construct and install all standard street Improvements needed to serve Phase 5, including grading, concrete curb and gutter, bituminous base and surface course, on all streets as approved by the Village in the Final Plat. The Village Engineer shall retain final authority regarding the need to remove bad subbase material and to replace such bad subbase material with breaker run, in order to insure the quality of the street construction.
- e. *Sidewalks.* The Subdivider shall install sidewalks in accordance with the plans approved by the Village Engineer.
- f. *Sanitary Sewer Mains.* The Subdivider shall design, construct and install all public sanitary sewer mains and laterals (complete with appurtenances thereto), necessary to serve Phase 5 from the existing Village sanitary sewer facilities. No installation of the underground utilities shall commence until plans and specifications have been approved by the Village Engineer and the Wisconsin Department of Natural Resources as it requires.
- g. *Water Mains and Service Pipes.* The Subdivider shall design, construct and install all water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve Phase 5 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.
- h. *Storm Sewer and Stormwater Management Facilities.* The Subdivider shall design, construct and install all erosion control, storm sewer and

stormwater management facilities required by the Village's ordinances and the stormwater management plan and permit required by Chapter 20 of the Village Code. The Subdivider shall obtain any easements needed for management facilities that the Village Engineer determines are needed outside the Plat. Plans and specifications for all such facilities shall be approved by the Village Engineer.

- i. *Easements and Utility Service.* The Subdivider shall install or cause to be installed electric, gas, television cables, and telephone lines, including necessary appurtenances thereto, in order to serve Phase 5. All new utility service lines shall be installed underground.
- j. *Fencing and Debris Removal.* The Subdivider shall remove all interior fences and posts on the property, and shall remove all man-made debris on lands to be dedicated to the public by the Plat, or which are public at this time.
- k. *Excess Fill Materials.* If excavations result in excess fill, and the Subdivider uses such fill materials on lots within the Subdivision, the Subdivider 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.
- l. *Survey Monuments.* The Subdivider shall install all survey monuments for the lands within the Plat in the manner required by law within the time required by law.
- m. *Well Abandonment and Razing Structures.* The Subdivider shall abandon all existing wells and septic systems within the Plat in accordance with applicable Village, State and Federal regulations, and instructions of the Village Engineer. All existing buildings and structures within the Plat shall be razed in accordance with Village regulations.

ARTICLE II - PAYMENT OF FEES AND COSTS

- 1. **Fees.** The Subdivider shall pay the Village for all outstanding fees and assessments levied against lands within the Plat by the Village before the start of construction of the Improvements. In addition, the Subdivider shall pay all fees

applicable to the Phase 5 development, including, but not limited to, the following fees and costs at the times specified:

- a. *Inspection Fee* \$ 20,160.00. 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*: \$5,000.00. 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 plan review.
 - c. *Stormwater Permit Application Fee*: \$3,650.00. Payable no later than the time this Agreement is executed. For avoidance of doubt, the Subdivider paid this fee prior to execution of this Agreement.
 - d. *Street and Traffic Signs*. To be installed by Village, payable upon Subdivider's receipt of the Village's invoice for such costs.
 - e. *Street Trees Fee*: \$9,600.00 (32 trees x \$300 each). Payable no later than the time this Agreement is executed. This fee is for Phase 5 only. Additional street trees fees will be calculated and specified in the agreements attributable to subsequent phases. For avoidance of doubt, the Subdivider is not required to install street trees as part of the Improvements; rather, the Village will use the street trees fee to install street trees for Phase 5 after the Improvements are completed.
 - f. *Park Fees*. The Subdivider satisfied the parkland dedication requirements when the Plat was approved by the Village. However, for all Phase 5 lots, at the time a building permit is issued for each lot, a \$200.00 park improvement fee must be paid by the lot owner.
2. **Subdivider to Reimburse Village Costs.** The Subdivider shall reimburse the Village for its actual cost of design, inspection, testing, construction, and associated legal, engineering and other fees for the required public Improvements. 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 Plat, 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 Final Plat 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 Subdivider 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 Subdivider'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 Subdivider 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 Subdivider 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 Subdivider agrees that the dedication of right-of-way and 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 sanitary sewer and 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 Subdivider 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 Subdivider 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. In addition, the Subdivider shall clean the sanitary sewers in accordance with the directives of the Village Engineer. 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 Subdivider 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 Subdivider whenever inspection reveals that an improvement does not conform to the required standards and specifications or is otherwise defective. The Subdivider 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 Subdivider 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 Subdivider 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 Subdivider 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 Subdivider 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 Subdivider 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 Subdivider to the Village (as beneficiary).

ARTICLE IV - SURETY

1. **Letter of Credit.** The Subdivider shall, on or before the effective date of this Agreement, provide the Village with a Letter of Credit in the amount of \$579,600.00 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 in Phase 5. The amount of the required Letter of Credit is based on 115% of estimated cost to complete construction of the Improvements in this Agreement of \$504,000.00. The minimum term of any renewed or replacement Letter of Credit shall be 1 year. The form of Letter of Credit shall be subject to approval by the Village Attorney.

Before the commencement of any land surface disturbances or construction associated with future construction phases, an agreement for land division improvements pertaining to such future phases must be executed by the Subdivider and the Village, and the Subdivider must furnish the Village with acceptable surety in the amount of 115 percent of the estimated total cost of the Subdivider's obligations under such agreement.

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 Subdivider 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 Subdivider 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 Subdivider, 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 Subdivider's Engineer; (2) a statement from the Subdivider'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 Subdivider'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 Subdivider 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 Subdivider 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 Subdivider's performance of this Agreement, then the Village shall notify the Subdivider of the necessary increase in the Letter of Credit, or the additional amounts due, and the Subdivider 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.* Subdivider 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 Subdivider grants the right of entry on the lands within the Plat to personnel or agents of the Village to conduct inspections and monitor compliance with the provisions of this Agreement.
2. **Subdivider's Project Manager.** The Subdivider hereby designates Mike Calkins, PE, Snyder & Assoc. Engineering, LLC, as the Project Manager, who shall act as the Subdivider'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)838-0444. During non-construction hours, the Project Manager shall be available to respond to emergencies at the following telephone number: (608)209-5177.
3. **Building Permits.**
 - a. Except as provided hereafter, building permits for Lots in Phase 5 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 satisfaction. The "punch list" items are those items needed to finally complete all Improvements other than the planting of street trees, and the installation of the surface coat of bituminous concrete on streets which shall be completed during the construction season immediately following the construction season during which the binder course was installed. 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. **Future Construction Phases.** Future construction phases of the Plat of North Cape Commons may not proceed until after execution of a separate agreement for land division improvements, or a written amendment to this Agreement, regarding construction of public improvements in such future construction phases and the approval of additional security.

5. **Transfers Within Future Phases.** The Subdivider shall record deed restrictions approved by the Village Attorney, in the form attached as Attachment A, that specify that the lots that are included in future construction phases will not be transferred or sold until the Subdivider has entered into an agreement for land division improvements for the future construction phase.
6. **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 of North Cape Commons. If there is a conflict between any law or regulation and this Agreement, the Village Board shall determine which shall control.
7. **Affirmative Action.** The Subdivider 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 Subdivider responsible to the Village or any other person for the employment practices of any contractor or subcontractor, so long as Subdivider takes those steps required by law to encourage its contractors and subcontractors to comply with such affirmative action requirements.
8. **Amendment.** This Agreement may only be amended by a written amendment instrument approved and executed by the Village and the Subdivider.
9. **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 Subdivider 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 Subdivider, 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 Subdivider or the acceptance of any Improvements.
10. **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.

11. **Successors Bound.** This Agreement shall be binding upon the Subdivider, its grantees, personal representatives, heirs, successors and assigns.
12. **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 Subdivider. The Village does not warrant by this Agreement that the Subdivider is entitled to any required approvals.
13. **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.
14. **Severability.** Any illegal or unenforceable provision of this Agreement will be severed and will not render invalid any remaining portions of this Agreement.
15. **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.
16. **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

John R. DeWitt, Managing Member
County ID, LLC
5373 Mariners Cove Dr., #112
Madison, WI 53704

17. **Effective Date.** This Agreement is entered into as of the day and year first written above.
18. **Indemnification.** This Subdivider 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 under the Plat.

19. **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.
20. **Default.** A default is defined herein as the Subdivider'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 within the Plat, in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction in the approved Final Plat area and prohibiting the transfer or sale of lots.
21. **Entire Agreement.** This written agreement, and written amendments, shall constitute the entire agreement between the Subdivider and the Village relating to Phase 5.
22. **Benefits.** The benefits of this Agreement to the Subdivider 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 Subdivider and shall be binding on the heirs, successors and assigns of the Subdivider. There is no prohibition on the right of the Village to assign its rights under this Agreement. The Village shall release the original Subdivider's Letter of Credit if it accepts new security from any subdivider or lender who obtains the property. However, no act of the Village shall constitute a release of the original Subdivider from its liability under this Agreement.
23. **Recording.** The Village may record a copy of this Agreement with the Register of Deeds. All costs of recording shall be paid by the Subdivider.
24. **Ownership Warranty.** The Subdivider hereby warrants that the Subdivider 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 _____
Randy J. Littel, Village President

By _____
Alyssa Gross, Village Clerk

STATE OF WISCONSIN)

COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2020 the above named Randy J. Littel and Alyssa Gross, 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: _____

COUNTY ID, LLC

By _____
John R. DeWitt, President
County ID Investment Corp.
Managing Member

STATE OF WISCONSIN)

COUNTY OF DANE)

Personally, came before me this ____ day of _____, 2020 the above named John R. DeWitt, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

ATTACHMENTS

Attachment A - Deed Restrictions Regarding Transfer of Lots In Future Phases

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

**Release and Continuation
Of Restrictive Covenants**

RECITALS

A. On October 6, 2004 Declarant, County ID, LLC declared and imposed restrictions on certain lots in the Plat of North Cape Commons, Village of Mt. Horeb, Dane County, Wisconsin, and recorded as Document No. 3977214 in the office of the Register of Deeds for Dane County, Wisconsin for the primary purpose of restricting sales of those lots until further improvement of the affected lots or until the Declarant and the Village of Mt. Horeb have executed an agreement that provides for the installation of the public improvements needed to serve the restricted lots.

B. The restrictions require that it may be terminated, extended or amended only by a written instrument executed by the Village and the Declarant.

C. The Declarant and the Village have now executed an agreement that provides for the installation of the public improvements needed to serve some, but not all, of the restricted lots.

Return To:
Attorney Bryan Kleinmaier
Stafford & Rosenbaum, LLP
P.O. Box 1784
Madison, WI 53701-1784

DECLARATION OF PARTIAL RELEASE AND
CONTINUATION OF COVENANTS

Parcel Identification Number (PIN)
See attached P.I.N. Exhibit
This is not homestead property.

The Declarant and the Village of Mt. Horeb hereby declare:

1. That the aforesaid Covenants restricting sale of lots are hereby **REMOVED** from the following lots, all inclusive: **Lot 44-45 and Lots 71-74 and Lots 121-125, all in the Plat of North Cape Commons, Village of Mt. Horeb, Dane County, Wisconsin.**
2. That the Covenants restricting sale are **CONTINUED** with respect to all other lots, to wit: **Lots 37-43, lots 46-52, lots 60-70 and Lots 80-86, all in the Plat of North Cape Commons, Village of Mt. Horeb, Dane County, Wisconsin.**

IN WITNESS WHEREOF, the Declarant and the Village of Mt. Horeb have hereunto set their hands and seals as of the dates noted below.

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

COUNTY ID, LLC, Declarant

By _____
John R. DeWitt, Managing Member
County ID, LLC,

STATE OF WISCONSIN)
COUNTY OF DANE) S.S.

Personally, came before me this ____ day of _____, 2020 the above named John R. DeWitt, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission: _____

VILLAGE OF MOUNT HOREB

By _____
Randy Littell, Village President

By _____
Alyssa Gross, Village Clerk

STATE OF WISCONSIN)
COUNTY OF DANE) S.S.

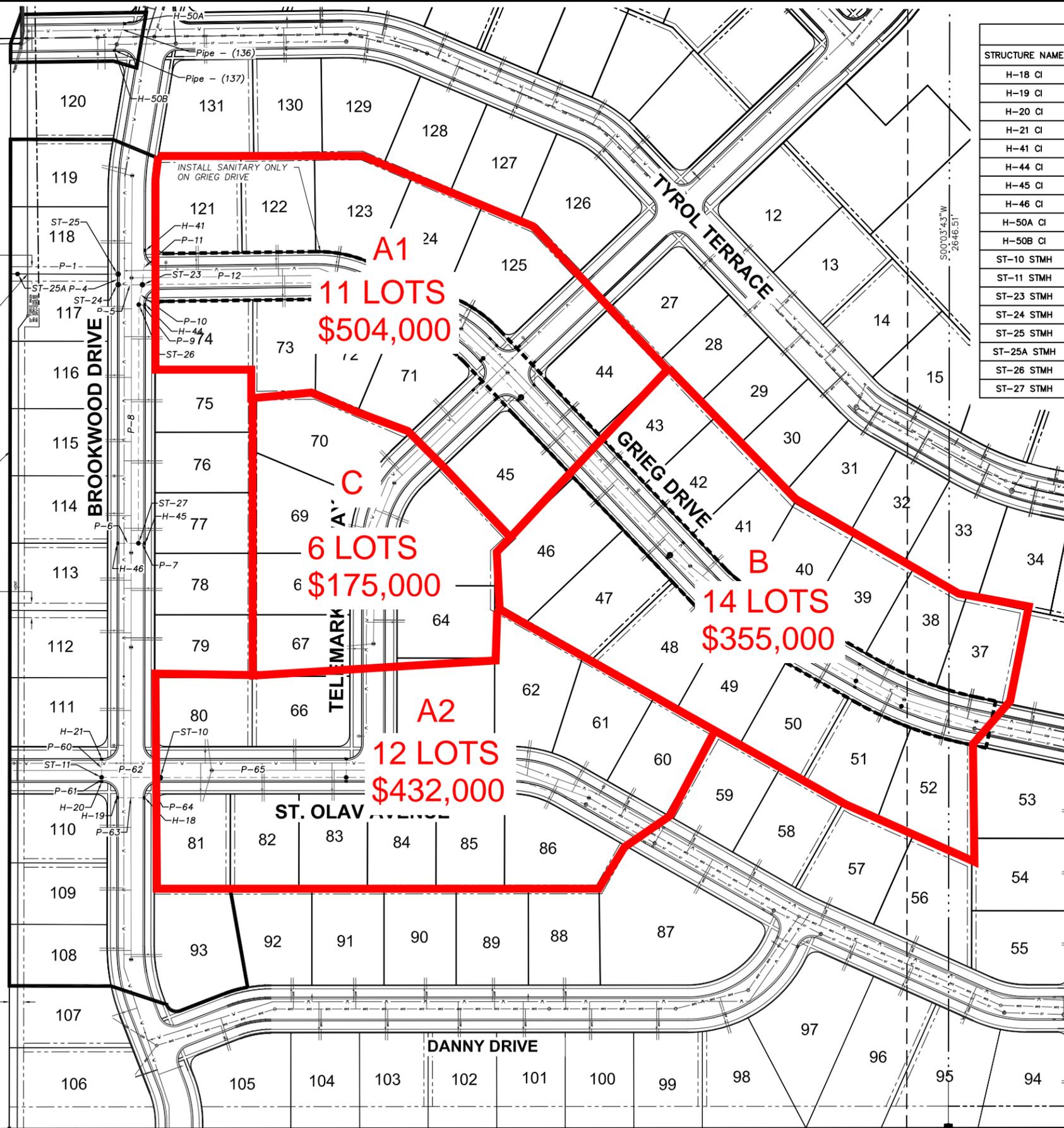
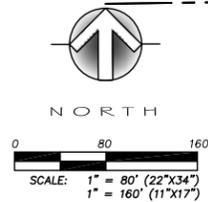
Personally, came before me this ____ day of _____, 2020 the above named Randy Littell and Alyssa Gross, to me known to be the Village President and Village Clerk of the Village of Mount Horeb, and the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by: John R. DeWitt
5375 Mariners Cove Dr. #112, Madison, WI 53704

Property Identification Number Exhibit

Lot No.	Parcel No.	Lot No.	Parcel No.
37	157060707446571	66	157060707364261
38	157060707361481	67	157060707364371
39	157060707361591	68	157060707364481
40	157060707361701	69	157060707364591
41	157060707361811	70	157060707364701
42	157060707361921	71	157060707364811
43	157060707362031	72	157060707364921
44	157060707362141	73	157060707365031
45	157060707362251	74	157060707365141
46	157060707362361	80	157060707365801
47	157060707362471	81	157060707365911
48	157060707362581	82	157060707366021
49	157060707362691	83	157060707366131
50	157060707362801	84	157060707366241
51	157060707362911	85	157060707366351
52	157060707363021	86	157060707366461
60	157060707363601	121	157060707370011
61	157060707363711	122	157060707370121
62	157060707363821	123	157060707370231
63	157060707363931	124	157060707370341
64	157060707364041	125	157060707370451
65	157060707364151		



STORM STRUCTURE TABLE							
STRUCTURE NAME	STRUCTURE TYPE	STATION	OFFSET	FRAME/GRATE	RIM/TC	INVERT	STREET
H-18 CI	2' x 3' CI	135+05.1	19.5 R	R-3067	1209.24	1204.25	BROOKWOOD DRIVE
H-19 CI	2' x 3' CI	135+05.3	19.5 L	R-3067	1209.23	1204.99	BROOKWOOD DRIVE
H-20 CI	2' x 3' CI	159+59.4	16.5 R	R-3067	1208.57	1204.55	ST. OLAV AVENUE
H-21 CI	2' x 3' CI	159+59.6	16.5 L	R-3067	1208.56	1204.55	ST. OLAV AVENUE
H-41 CI	2' x 3' CI	142+61.7	19.5 R	R-3067	1196.23	1190.82	BROOKWOOD DRIVE
H-44 CI	2' x 3' CI	141+86.7	19.5 R	R-3067	1195.85	1191.08	BROOKWOOD DRIVE
H-45 CI	2' x 3' CI	138+56.9	19.5 R	R-3067	1206.54	1202.60	BROOKWOOD DRIVE
H-46 CI	2' x 3' CI	138+56.8	19.5 L	R-3067	1206.54	1202.69	BROOKWOOD DRIVE
H-50A CI	2' x 3' CI	201+44.0	19.5 L	R-3067	1212.19	1209.25	TYROL TERRACE
H-50B CI	2' x 3' CI	201+29.5	19.5 R	R-3067	1212.08	1208.93	TYROL TERRACE
ST-10 STMH	84" CONC STMH	160+40.3	10.0 R	R-2050-D	1207.28	1202.55	ST. OLAV AVENUE
ST-11 STMH	48" CONC STMH	159+59.4	9.5 R	R-2050-D	1208.19	1203.77	ST. OLAV AVENUE
ST-23 STMH	60" CONC STMH	142+14.2	15.1 R	R-2050-D	1195.37	1188.88	BROOKWOOD DRIVE
ST-24 STMH	60" CONC STMH	142+14.2	19.5 L	R-2050-D	1195.70	1190.05	BROOKWOOD DRIVE
ST-25 STMH	72" CONC STMH	142+28.9	19.5 L	R-3067	1195.76	1190.50	BROOKWOOD DRIVE
ST-25A STMH	48" CONC STMH	142+28.8	158.0 L	R-2050-D	1196.00	1192.50	BROOKWOOD DRIVE
ST-26 STMH	48" CONC STMH	141+86.7	10.0 R	R-2050-D	1195.61	1191.00	BROOKWOOD DRIVE
ST-27 STMH	48" CONC STMH	138+56.9	10.0 R	R-2050-D	1206.31	1202.55	BROOKWOOD DRIVE

STORM PIPE TABLE								
PIPE NAME	PIPE TYPE	SIZE (IN.)	FROM	TO	LENGTH (FT)	START INV	END INV	SLOPE
P-1	RCP	24	ST-25A	ST-25	139	1192.50	1190.50	1.44%
P-4	RCP	24	ST-25	ST-24	15	1190.50	1190.05	3.08%
P-5	RCP	24	ST-24	ST-23	35	1190.05	1188.88	3.36%
P-6	RCP	12	H-46	ST-27	30	1202.69	1202.55	0.47%
P-7	RCP	12	H-45	ST-27	9	1202.60	1202.55	0.53%
P-8	RCP	12	ST-27	ST-26	330	1202.55	1191.00	3.50%
P-9	RCP	12	H-44	ST-26	9	1191.08	1191.00	0.84%
P-10	RCP	12	ST-26	ST-23	28	1191.00	1189.88	4.00%
P-11	RCP	12	H-41	ST-23	48	1190.82	1189.88	1.97%
P-12	RCP	24	ST-23	ST-22	241	1188.88	1181.65	3.00%
P-60	RCP	12	H-21	ST-11	26	1204.55	1203.77	3.00%
P-61	RCP	12	H-20	ST-11	7	1204.55	1203.77	11.19%
P-62	RCP	24	ST-11	ST-10	81	1203.77	1202.55	1.51%
P-63	RCP	12	H-19	H-18	39	1204.99	1204.25	1.90%
P-64	RCP	12	H-18	ST-10	35	1204.25	1203.55	2.01%
P-65	RCP	24	ST-10	ST-9	258	1202.55	1186.96	6.04%
Pipe - (136)	RCP	15	H-50A		20	1209.25	1208.96	1.50%
Pipe - (137)	RCP	12	H-50B		2	1208.93	1208.91	1.00%

A1
11 LOTS
\$504,000

A2
12 LOTS
\$432,000

C

B
14 LOTS
\$355,000

**INFRASTRUCTURE
COST OPINIONS**

MARK	REVISION	DATE	BY

Checked By: MC
Engineer: BCA
Technician: BCA
Date: 04-13-2017
Field Bk: Pg: Project No: 117.0399.30

NORTH CAPE COMMONS
OVERALL STORM SEWER
VILLAGE OF MOUNT HOREB, WI
5010 VOGES ROAD
MADISON, WISCONSIN 53718
608-636-0444 | www.snyder-associates.com
SNYDER & ASSOCIATES, INC.



VILLAGE OF MOUNT HOREB
ORDINANCE 2020-13

AN ORDINANCE TO AMEND SECTION 12.01(3) DIRECT SELLERS FEE
AND REPEAL AND RECREATE SECTION 12.05 OF THE
MUNICIPAL CODE REGULATING DIRECT SELLERS

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

Chapter 12.01 of Mount Horeb Code of Municipal Ordinances is amended as follows (changes in bold):

12.01 - LICENSE OR PERMIT REQUIRED.

A license or permit shall be required for each of the following businesses or activities at the indicated license or permit fee, which shall be for one year, unless otherwise indicated:

- (1) AMUSEMENT AND MUSIC DEVICES (Section 12.09). \$20.
- (2) AMUSEMENTS AND SHOWS, PUBLIC (Section 12.04).
 - (a) Carnivals. \$20 per day.
 - (b) All Other Shows. \$20 per day.
- (3) DIRECT SELLERS.
 - (a) \$20.00 ~~investigation fee~~ for one week permit
 - (b) \$40.00 for one month permit
 - (c) \$100.00 for one year permit
- (4) DOG LICENSES. See Ch. 174, Wis. Stats.

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Chapter 12.05 of the Mount Horeb Code of Municipal Ordinances is repealed in its entirety and recreated as follows:

12.05 - REGULATING DIRECT SELLERS.

- (1) REGISTRATION REQUIRED. No direct seller shall engage in direct sales within the Village without being registered for that purpose as provided herein.

(2) DEFINITIONS.

(a) Charitable Organization. Shall include any benevolent, philanthropic, patriotic or eleemosynary person, partnership, association or corporation, or one purporting to be such. the terms of the agreement, the amount paid in advance whether full, partial or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date and whether a guarantee or warranty is provided and, if so, the terms thereof.

(b) Clerk. The Village Clerk or any authorized deputy of such Clerk.

(c) Direct Seller. Any individual who, for themselves or for another person, or a firm, association, partnership, or corporation, solicits or offers for sale, or sells or attempts to sell, goods, or takes sales orders for the later delivery of goods, or offers to schedule or solicits any appointment or follow-up visit, telephone call, or electronic communication of any nature, with the intent of said appointment, follow-up visit, telephone call, or electronic communication to include a solicitation or offering of goods for sale, or to sell or attempt to sell goods, or take a sales order for the later deliver of goods, at any location other than the permanent business place or residence of such person, firm, association, partnership or corporation, and shall include, but not be limited to, peddlers, solicitors and transient merchants. The sale of goods includes donations required by the direct seller for the retention of goods by a donor or prospective customer.

(d) Goods. Shall include personal property of any kind and shall include goods provided incidental to services offered or sold.

(e) Permanent Merchant. A direct seller who, for at least one year prior to the consideration of the application of this provision to such merchant has continuously:

1. Operated an established place of business in the Village.
2. Resided in the Village and now does business from his residence.

(3) EXEMPTIONS. The following shall be exempt from all provisions of this chapter:

(a) Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes.

(b) Any person selling goods at wholesale to dealers in such goods.

(c) Any person selling agricultural products which such person has grown.

- (d) Any permanent merchant or employee thereof who takes orders away from the established place of business for goods regularly offered for sale by such merchant within this Village and who delivers such goods in their regular course of business.
- (e) Any person who has an established place of business where the goods being sold are offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested a home visit by, such person.
- (f) Any person who has had, or one who represents a company which has had, a prior business transaction, such as a prior sale or credit arrangement, with the prospective customer.
- (g) Any person selling or offering for sale a service unconnected with the sale or offering for sale of goods.
- (h) Any person holding a sale required by statute or order of any court and any person conducting a bona fide auction sale pursuant to law.
- (i) Any student enrolled in the Mount Horeb Area School District, or enrolled in a private school or licensed child care, day care, or early learning facility located within the boundaries of the Mount Horeb Area School District, who engages in direct sales for or on behalf of the school or facility or any organization, group, or team organized by, recognized by, or operated by the school or facility.
- (j) Any employee, officer or agent of a charitable organization who engages in direct sales for or on behalf of such organization, provided that there is submitted to the Clerk proof that such charitable organization is registered under §440.41, Wis. Stats. Any charitable organization not registered under §440.41, Wis. Stats., or which is exempt from that statute's registration requirements, shall be required to register under this chapter.
- (k) Any person who claims to be a permanent merchant, but against whom complaint has been made to the Clerk that such person is a transient merchant; provided that there is submitted to the Clerk proof that such person has leased, for at least one year, or purchased the premises from which he is conducting business, or proof that such person has conducted such business in this Village for at least one year prior to the date complaint was made.

(4) REGISTRATION.

(a) Applicants for registration shall complete and return to the Clerk a registration form furnished by the Clerk which shall require the following information:

1. Name, permanent address and telephone number, and temporary address, if any.
2. Age, height, weight, color of hair and eyes.
3. Name, address and telephone number of the person, firm, association, partnership or corporation that the direct seller represents or is employed by, or whose merchandise is being sold.
4. Temporary address and telephone number from which business will be conducted, if any.
5. Nature of business to be conducted and a brief description of the goods and any services offered.
6. Proposed method of delivery of goods, if applicable.
7. Name, model and license number of any vehicle to be used by applicant in the conduct of his business.
8. Last cities, villages, towns, not to exceed 3, where applicant conducted similar business.
9. Address and telephone number where applicant can be contacted while conducting business in this Village and for at least 7 days after cessation of business activities in the Village.
10. Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business within the last 5 years.; the nature of the offense and the place of conviction.

(b) Applicants shall present to the Clerk for examination:

1. A driver's license or some other proof of identity as may be reasonably required.
2. A State certificate of examination and approval from the sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by State authorities.

3. A State health officer's certificate where applicant's business involves the handling of food or clothing and is required to be certified under State law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date the application for license is made.
- (c) At the time the application is submitted to the Clerk, the fee established in §12.01 of this chapter shall be paid to the Clerk to cover the cost of processing such application. The applicant shall sign a statement appointing the Clerk as an agent to accept service of process in any civil action brought against the applicant or the person, firm, association, partnership or corporation that the applicant represents, is employed by, or whose merchandise is being sold, arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, if the applicant or the person, firm, association, partnership or corporation that the applicant represents, is employed by, or whose merchandise is being sold cannot, after reasonable effort, be served personally.
 - (d) Upon payment of such fee and the signing of such statement, and upon the satisfactory completion of the investigation specified in subsection (5), the Clerk shall register the applicant as a direct seller and date the entry, and shall provide to the direct seller proof of registration with the Clerk containing the following information:
 1. Full legal name of the registered direct seller.
 2. Name, address and telephone number of the person, firm, association, partnership or corporation that the direct seller represents or is employed by, or whose merchandise is being sold.
 3. The date that the registration of the direct seller is effective, and the date that the registration of the direct seller expires.
 4. The seal of the Village and the signature of the Clerk.

Such registration shall be valid for a period of one year from the date of entry.

(5) INVESTIGATION.

- (a) Upon receipt of each application, the Clerk shall refer it immediately to the Chief of Police who shall complete an investigation of the statements made in such application within 72 hours.
- (b) The Clerk may refuse to register the applicant if it is determined by the Clerk or the Chief of Police that:

1. The application contains any material omission or materially inaccurate statement;
2. Complaints of a material nature have been received against the applicant, or the person, firm, association, partnership or corporation represented by the applicant, by authorities in the last cities, villages and towns, not exceeding 3, in which the applicant conducted similar business; or, in the case of an application submitted by a direct seller previously registered by the Clerk in the past two years, or another direct seller on behalf of a person, firm, association, partnership, or corporation with a previous direct seller registered by the Clerk in the past two years, said complaints, or complaints of violations of subsection (7), have been received by the Clerk or the Chief of Police during any prior period of registration;
3. The direct seller, or another direct seller on behalf of the person, firm, association, partnership, or corporation represented by the direct seller has previously been convicted of violations of §12.05;
4. The applicant was convicted of a crime, statutory violation, or ordinance violation within the last 5 years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or,
5. The applicant failed to comply with any applicable provision of subsection (4).

(c) If registration is refused, the Clerk shall provide notice of refusal in writing to the applicant and shall state the specific grounds for refusal.

(6) APPEAL. Any person denied registration may appeal to the Village Board by filing a written statement therewith within 14 days after the date registration was refused setting forth the grounds for appeal. The Village Board shall notify the applicant, at least 48 hours prior to the hearing date of the time and place set for the hearing, such notice to be sent to the address given by the appellant in his statement of appeal or served personally on appellant.

(7) REGULATION OF DIRECT SELLERS.

(a) Prohibited Practices.

1. A direct seller shall be prohibited from:
 - a. Calling at any dwelling or other place between the hours of 5 p.m. and 9 a.m. except by prior appointment requested by the usual occupant of the dwelling or place;
 - b. Calling on Sundays and legal holidays;

- c. Calling at any dwelling or other place where a sign is displayed bearing the words "No Peddlers," "No Solicitors," or words of similar meaning;
 - d. Calling at the rear door of any dwelling place;
 - e. Refusing to display or provide for inspection upon request by any police officer or citizen the proof of registration of the direct seller provided by the Clerk pursuant to subsection (4); or,
 - f. Remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises.
2. A direct seller shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity or character of any goods offered for sale, the purpose of his visit, his identity or the identity of the organization he represents.
 3. A direct seller on behalf of a charitable organization shall specifically disclose what portion of the sale price of goods being offered will actually be used for the charitable purpose for which the organization is soliciting. Such portion shall be expressed as a percentage of the sale price of the goods.
 4. No direct seller shall impede the free use of sidewalks and streets by pedestrians and vehicles. Where sales are made from vehicles, all traffic and parking regulations shall be observed.
 5. No direct seller shall make any loud noises or use any sound amplifying device to attract customers if the noise produced is capable of being plainly heard outside a 100' radius of the source.
 6. No direct seller shall allow rubbish or litter to accumulate in or around the area in which he is conducting business.

(b) Disclosure Requirements.

1. After the initial greeting, and before any other statement is made to a prospective customer, a direct seller shall expressly disclose his name, the name of the company or organization he is affiliated with, if any, and the identity of goods or services he offers to sell. Upon request by any police officer or citizen, the direct seller shall provide for inspection the proof of registration of the direct seller provided by the Clerk pursuant to subsection (4).
2. If any sale of goods is made by a direct seller, or any sales order for the later delivery of goods is taken by the seller, the buyer shall have the right

to cancel such transaction if it involves the extension of credit or is a cash transaction of more than \$25, in accordance with the procedure as set forth in §423.203(1)(a), (b), (c), (2) and (3), Wis. Stats.

3. If the direct seller takes a sales order for the later delivery of goods, he shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance, whether full, partial or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date and whether a guarantee or warranty is provided and, if so, the terms thereof.

(8) RECORDS. The Chief of Police shall report to the Clerk all convictions for violation of this provision and the Clerk shall note any such violation on the record of the registrant convicted. Convictions of violations of this §12.05 shall bar the direct seller, or the person, firm, association, partnership, or corporation represented by the direct seller, from registration in the Village as a direct seller for a period of two (2) years, and may be used by the Clerk to determine fitness for registration in any subsequent application for registration received after said two-year period.

(9) REVOCAION OF REGISTRATION.

- (a) Registration may be revoked by the Clerk if the registrant made any material omission or materially inaccurate statement in the application for registration, made any fraudulent, false, deceptive or misleading statement or representation in the course of engaging in direct sales, violated any provision of this section or was convicted of any crime or ordinance or statutory violation which is directly related to the registrant's fitness to engage in direct selling. The Clerk may revoke all registrations of direct sellers operating on behalf of a person, firm, association, partnership or corporation based upon the actions of any direct seller operating on behalf of said person, firm, association, partnership or corporation.
- (b) Notice of revocation shall be in writing and shall state the specific grounds for revocation. The revocation shall be effective once notice is personally served on a direct seller by the Clerk, the Chief of Police, or any police officer subordinate to the Chief of Police. If the direct seller cannot be located for personal service, the clerk shall deliver the notice by first-class U.S. mail, postage prepaid, to the addresses listed by the direct seller in the application submitted pursuant to subsection (4) and the Clerk shall affirm, in writing, that the notice was duly mailed.

(c) Any direct seller whose registration has been revoked by the Clerk may appeal to the Village Board by filing a written statement therewith within 14 days after the date registration was revoked setting forth the grounds for appeal. The Village Board shall notify the appellant at least 48 hours prior to the hearing date of the time and place set for the hearing, such notice to be sent to the address given by the appellant in the statement of appeal, or served personally on appellant.

(10) PENALTY. The penalty for violation of any provision of this section shall be a Class III penalty as provided in §25.04 of this Municipal Code. Each violation shall constitute a separate offense.

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 September, 2020.

APPROVED:

Randy J Littel, Village President

ATTEST:

Alyssa Gross, Village Clerk

APPROVED: _____

PUBLISHED/POSTED: _____