



Mineral Point, Wisconsin

CITY OF MINERAL POINT

137 HIGH STREET, SUITE 1
MINERAL POINT, WI 53565
608-987-2361

AGENDA

CITY OF MINERAL POINT PUBLIC HEALTH & PROPERTY COMMITTEE MEETING

Thursday, April 16, 2026, 5:00 pm

City Hall Community Room

1. Call to Order, Roll Call, and Confirmation of Compliance with Open Meetings Law.
2. Approval of March 26, 2026, minutes.
3. Discussion and possible consideration of the request of the owner of 203 High St. for an encroachment upon the public right-of-way on Jail Alley.
4. Discussion and consideration of an Amendment to the Lease Agreement with the Driftless Area Land Conservancy
5. Discussion and possible consideration of offers to purchase within the Brewery Creek Subdivision.
6. Adjourn.

Agenda Posted and Distributed: Tuesday, April 14, 2026.

Reasonable accommodations for participation in this meeting by persons with disabilities, as defined by the Americans with Disabilities Act, will be made upon request and if feasible. Please contact the City Clerk's office (608-987-2361) at least 24 hours prior to the scheduled meeting so that necessary accommodations can be provided.

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

City Clerk-Treasurer | Christy Skelding | cityclerk@cityofmineralpointwi.gov

MINUTES

CITY OF MINERAL POINT PUBLIC HEALTH AND PROPERTY COMMITTEE MEETING

Thursday, March 26, 2026 – 5:30 PM

City Hall Community Room

CALL TO ORDER/ROLL

The meeting was called to order by Chair Allendorf at 5:30 PM.

Chuck Allendorf	Present
Steph McKeon	Present
Alex Ramshur	Present
Others Present: Administrator Matthew Honer, Clerk-Treasurer Christy Skelding, Marlene Stubler, Scott Stubler, Matthew Payne, Christina Weitzel	

APPROVAL OF MINUTES – MARCH 5, 2025 MEETING

Motion (Ramshur/McKeon) to approve the minutes. Motion carried, all voting aye (3-0).

DISCUSSION AND POSSIBLE CONSIDERATION OF THE REQUEST OF THE OWNER OF 203 HIGH STREET FOR AN ENCROACHMENT UPON THE PUBLIC RIGHT-OF-WAY ON JAIL ALLEY.

Administrator Honer stated that the owners are looking to put the AC compressor that is currently on the shed, on the sidewalk next to the shed. All property files that the City has shows the property line is the building itself, not the shed, which is why the sidewalk is where it is.

Scott Stubler, owner of 203 High Street, presented the plan to move the A/C unit. The shed that the unit is currently sitting on is not in good shape. They are looking to repair the shed and move the A/C unit to the right side of the shed and placing it on the sidewalk.

Inside the shed, there is an egress door that goes to the basement in the building. The owners title shows the property is 117', but the building is actually 113.5'. They want to know where the other property is. Honer explained that most of the properties on the north side of High Street own 3' – 4' of sidewalk on High Street. The Stublers stated their insurance company said to not put the A/C unit on the roof of the building. Allendorf asks why it can't be attached to the side of the building.

They are decreasing the size of the shed on the right side and putting the ac unit there but the AC unit will be sited on an area that is not currently being encroached. The rendering showed a fence around the unit as well. Allendorf stated that he is not in favor of the AC unit on the sidewalk because it sets a bad precedent and he believes the shed is a safety concern, but he's not asking for them to remove the shed.

Stubler's stated they can put the AC compressor back on the roof, they just felt it would be a safety concern.

Honer recommend the Stubler's explore setting the AC compressor down into the shed, utilizing the same footprint of the existing encroachment while maintaining all of the existing uses.

Ramshur suggests they can make awnings strong enough to hold AC units like that. Stublers are worried about the building being sandstone and the vibration of the unit with the wind and weather too.

The committee expressed that if the proposal did not expand the existing foot-print it would be more likely to be acceptable.

Motion (Allendorf/Ramshur) to the request for an encroachment upon the public right-of-way on Jail Alley. Motion carried by roll call, all voting against the proposal (3-0).

DISCUSSION AND CONSIDERATION OF PROPOSAL BY BREWERY CREEK RENTALS, LLC FOR LOTS WITHIN THE BREWERY CREEK SUBDIVISION.

Josh Fowler from Brewery Creek Rentals proposed purchasing an additional 5 lots within the subdivision. These lots are likely to be suitable for duplexes as they are near bedrock and not suitable to the current favorable designs for single

family homes. Fowler is requesting a discount for purchasing multiple lots and a lesser penalty for the first year, if he is not able to build within the proposed time period.

McKeon expressed concern about discounting and changing requirements. The Committee discussed Fowler's proposal and determined that if the price per lot was \$37,500 for five lots, they could be ok with a lower penalty for one year.

Motion (McKeon/Ramshur) to recommend Honer take the discussed proposal back to Fowler. Motion carried, all voting aye (3-0).

DISCUSSION AND CONSIDERATION OF THE PUBLIC INFRASTRUCTURE EASEMENTS RELATED TO THE SOUTH AND COMMERCE STREETS RECONSTRUCTION PROJECT.

Does not have signed easements from Popolo, Gary Jenkins, Hans and Ann Larsen. Gary Jenkins' retaining wall is failing, and he is requesting that the city pay for half as part of the public infrastructure easement. Honer believes this is fair in this instance. Committee members agree.

Motion (Allendorf/McKeon) to recommend Council approval the Public Infrastructure Easements related to the South and Commerce Streets Reconstruction project. Motion carried, all voting aye (3-0).

ADJOURNMENT

Motion (McKeon/Allendorf) to adjourn the meeting at 6:24 PM. Motion carried, all voting aye (3-0).

LEASE AGREEMENT

This lease agreement (hereinafter "Lease") is made as of this ____ day of ____ 2026, by and between the City of Mineral Point, a Wisconsin municipal corporation, with an address at 137 High St., Mineral Point, Wisconsin 53565 (hereinafter "Lessor") and Driftless Area Land Conservancy, Inc., a Wisconsin non-stock corporation, with an address at 206 S. Iowa Street, Dodgeville, WI 53533 (hereinafter "Lessee").

RECITALS

1. Lessor is the owner of the real estate constituting the right-of-way of Betty Lane, an unplatted City of Mineral Point (hereinafter "City") street.
2. Lessee is the owner of a parcel of land to the west of Betty Lane known as the Sardeson Forest Preserve, the legal description of which is attached hereto and incorporated herein as Exhibit A.
3. Lessee desires to lease that portion of the above-referenced City real estate described as all City property from a line parallel to and 30 feet west of the mid-point of Betty Lane to the eastern boundary of the real estate described in Exhibit A.
4. Lessee wishes to establish and maintain on the leased property improvements such as a parking area, shelter, information kiosk, signage and related accouterments in support of its conservation area, that is, the property described in Exhibit A.
5. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities related to the leased premises.

AGREEMENT

In consideration of the above recitals and the mutual covenants contained herein, the parties agree as follows:

1. **Description of Leased Premises.** Lessor agrees to lease to Lessee the premises (hereinafter "Leased Premises") described as all City property from a line parallel to and 30 feet west of the mid-point of Betty Lane to the eastern boundary of the real estate described in Exhibit A.
2. **Term.** This Lease shall be for a term of five (5) years, commencing on April 1, 2026, and terminating on March 31, 2031. This lease may be renewed upon the agreement of the Parties. As of the effective date of the termination of this lease, howsoever such termination shall occur under the terms of this Lease, Lessee shall vacate the above-described premises, surrender the leased premises to Lessor and remove any and all improvements, property or equipment belonging to it from said premises. If Lessee shall fail to remove such property, such failure shall constitute an abandonment of such property and title thereto shall pass to Lessor. Lessor may retain, tear down, remove, or sell such property, or any part thereof, without any liability for damage thereof in any respect whatsoever and Lessee shall promptly pay Lessor for any and all expenses incurred by Lessor in tearing down, removing, or selling such property.

3. Rent. Rent shall be the nominal amount of \$1.00 per year, payable upon the execution of this Lease and on the first day of any renewal period.

4. Restrictions on Use. It is understood and agreed that the Leased Premises shall be used and occupied by Lessee solely for the purpose of establishing and maintaining on the Leased Premises parking area, shelter, information kiosk, signage and related accouterments in support of its conservation area, that is, the property described in Exhibit A. Lessee shall not allow any waste or nuisance on the Leased Premises and shall not use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Furthermore, Lessee shall comply with all deed restrictions, covenants, easements, and all governmental regulations and statutes affecting the Leased Premises.

5. Insurance. Lessee shall keep in full force and effect during the term of the Lease policies of insurance for personal property and general public liability.

6. Abandoning Leased Premises. Lessee shall not vacate or abandon the Leased Premises at any time during the term.

7. Land Management. The Lessee, its employees, contractors, representatives, and volunteers are hereby granted permission to manage and maintain the ecological values of the Leased Premises by use of techniques and methods consistent with the preservation, protection, and restoration of the natural features and ecological values of the adjoining property known as the Sardeson Forest Preserve. Such ecological management techniques shall specifically include, but are not limited to, the removal of undesirable woody trees, woody shrubs, and herbaceous invasive plants through the use of mechanical or chemical methods, replanting of native plant species, and application of prescribed fire. The Lessee shall follow all local, state, and other applicable ordinances and restrictions applicable to its land management techniques and methods.

8. Assignment and Sublease. Lessee shall not assign any rights or duties under this Lease or sublet the Leased Premises or any part thereof, or allow any other person to occupy or use the Leased premises without the prior written consent of Lessor, which consent shall not unreasonably be withheld.

9. Breach or Default. Lessee shall have breached this Lease and shall be considered in default hereunder if (1) Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors, or has a receiver or trustee appointed for substantially all of its assets, (2) involuntary proceedings are instituted against Lessee under any bankruptcy act, (3) Lessee abandons any substantial portion of the Leased Premises, (4) Lessee fails to pay any rental when due and does not make the delinquent payment within thirty (30) days after the due date, or (5) Lessee fails to perform or comply with any of the covenants or conditions of this Lease and such failure continues for a period of thirty (30) days after receipt of notice thereof from Lessor; provided, however, that Lessee shall not be in default after such thirty (30) day period after receipt of notice if it has used reasonable diligence to cure such failure of compliance.

10. Right of Entry. Lessor reserves the right to enter the Leased Premises at all reasonable times upon reasonable notice for the purpose of inspecting the same

11. Signs. Lessee shall be solely responsible for the cost of signage; signage is subject to approval by the City of Mineral Point Zoning Administrator.

12. Quiet Enjoyment. If and so long as Lessee pays the rentals reserved herein and performs all of the covenants, terms, and conditions hereof, Lessee shall quietly enjoy the Leased Premises, subject to the terms of this Lease.

13. Notices. All notices required under this Lease shall be deemed to be properly served if delivered personally in writing or sent by registered or certified mail, postage prepaid with return receipt requested, to Lessor or Lessee at the addresses indicated on the initial paragraph hereof or to any subsequent address which Lessor or Lessee may designate in writing delivered to the other party for such purpose. Notices given in accordance with this section shall be deemed received when mailed.

14. Severability. If any paragraph or provision of this Lease shall be in violation or contravention of any law, ordinance, or regulation as so determined by an administrative agency or a court of competent jurisdiction, the same shall be null and void, and this Lease shall be construed as though such provision or portion thereof had never been contained herein.

15. Waiver. No waiver of any default by any party hereto shall be implied from any omission to take any action on account of such default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any term or condition of this Lease shall not be construed as a waiver of a subsequent default of the same term or condition.

16. Governing Laws. This Lease shall be interpreted, construed, and enforced in accordance with the laws of the State of Wisconsin. It shall not be construed against either party because of drafting responsibility.

17. Successors and Assigns. The covenants and agreements in this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their successors in interest, subject to the terms and conditions herein.

18. Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto other than the relationship of Lessor and Lessee.

19. INDEMNITY AND HOLD HARMLESS. The Lessee for and on behalf of themselves and their successors and assigns, do hereby agree to indemnify and hold harmless the City/Lessor (and its affiliates, and any of its or their officers, employees, agents, successors and assigns) from all liability, loss, cost, damage, and expense (including, but not being limited to, attorneys' fees, court costs, and expenses or litigation) arising out of or in any manner connected with the

Lessee's negligent use, operation, maintenance of the Leased Premises. Without limiting the generality of the foregoing indemnification provisions, the Lessee further agrees that if any third party asserts a claim or files an action against the City in connection with Lessee's alleged negligent use of the Leased Premises, the City may defend itself against such claim or action; and in such event, the Lessee shall reimburse the City for any sums paid to any third party in damages, judgments, or settlement of such claim or action and for any reasonable cost and expenses (including, but not being limited to, attorneys' fees, court costs, and expenses of litigation) incurred by the City in defending itself against such claim or action. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. In any such defense funded by Lessee, the City shall take and advance the legal position, to the extent supported by the facts and applicable law, that all such limitations, defenses and immunities benefiting the City also shall apply to benefit Lessee to the full extent permitted by law.

20. Entire Agreement. This Lease embodies the entire agreement between Lessor and Lessee with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

21. Modification. This Lease may not be modified except by a written agreement signed by the party against whom such modification is sought to be enforced.

Executed in Iowa County, Wisconsin, this ____ day of ____, ____.

Lessor: City of Mineral Point

Lessee: Driftless Area Land Conservancy

By: _____
Danny Clark, Mayor

By: _____
Jennifer Filipiak, Executive Director

Attest: _____
Christy Skelding, Deputy Clerk- Treasurer