



Mineral Point, Wisconsin

CITY OF MINERAL POINT

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

AMENDED AGENDA

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, December 10, 2024, 6:00 PM

City Hall Community Room/Virtually

****ALL AGENDA ITEMS LISTED MAY HAVE ACTION TAKEN****

- 1. Call to Order. Roll Call. Confirmation of Compliance with the Open Meetings Law.**
- 2. Pledge of Allegiance.**
- 3. Persons Desiring to be Heard** – Five-minute limit except by consent of Council; no action will be taken on any item that is not specifically listed on the agenda.
- 4. Mayor's Correspondence.**
- 5. Administrator's Report.**
- 6. Clerk-Treasurer's Correspondence.**
- 7. Consent Agenda.**
 - a. Approval of Minutes and Proceedings from the November 12, 2024 meeting.
 - b. Approval of monthly bills. *Finance Committee recommendation to be reported at Council meeting.*
- 8. New Business.**
 - a. Discussion and Consideration of employee wage increases for 2025. *Personnel Committee recommendation to be reported at Council meeting.*
 - b. Approval of Police Chief's 2025 Employment Contract renewal, for a term of January 1, 2025 – December 31, 2025. *Personnel Committee recommendation to be reported at Council meeting.*
 - c. Discussion and consideration of awarding the bid for Lift Station Improvements. *Finance Committee recommendation to be reported at Council meeting.***
 - d. Discussion and consideration of radio upgrade proposals in 2024 and 2025. *Water/Sewer Committee recommendation to be reported at Council meeting.*
 - e. Discussion and consideration of outstanding Pine Street assessment. *Finance Committee recommendation to be reported at Council meeting.*
 - f. Discussion and consideration of the At Home on High Street final Revolving Loan Fund Payment. *Finance Committee recommendation to be reported at Council meeting.*
 - g. Discussion and consideration of the Memorandum of Understanding Agreement between City Council and the Office of the City Administrator for the obligation of the City's ARPA funds towards communication and technology upgrades, police bullet-proof vests, and childcare industry incentives. *Finance Committee recommendation to be reported at Council meeting.*
 - h. Approval of an agreement between the Mineral Point Opera House and the City of Mineral Point for the obligation of the City's ARPA funds towards the replacement of the Opera House Marquee, renovating the front entrance, and tuckpointing. *Finance Committee recommendation to be reported at Council meeting.*
 - i. Approval of an agreement between Boardman & Clark, LLP and the City of Mineral Point for the obligation of the City's ARPA funds towards the recodification of the City Municipal Code and updating the Employee handbook. *Finance Committee recommendation to be reported at Council meeting.*

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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



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-
- j. Approval of agreements with Strand and Associates for Technical Services for 2025. *Finance Committee recommendation to be reported at Council meeting.*
 - k. Approval of agreement with DeEtte Hunter, owner of 38 High Street, regarding restrictive covenants related to 38 High St.
 - l. Approval of Public Participation Plan for the 2025 Mineral Point Comprehensive Plan Update. *Plan Commission recommendation to be reported at the Council meeting.*
 - m. Approval of a preliminary Certified Survey Map (CSM) requested by the City of Mineral Point for the subdivision of tax parcels 251-0996, 251-1039, and 251-1042 in preparation for the sale of the property. *Plan Commission recommendation to be reported at the Council meeting.*
 - n. Approval of a preliminary Certified Survey Map (CSM) requested by Adam Crist, agent of AEY Holdings, LLC and TNT Real Estate, LLC and property owner of a property situated between East Lake Road and US Hwy 151 (Parcels 251-1044.02 and 251-1045.12), for the subdivision of tax parcels 251-1044.02 and 251-1045.12 from two parcels into four parcels. *Plan Commission recommendation to be reported at the Council meeting. Updated CSM and Staff Report added to Amended Packet*
 - o. Approval of Ordinance 2024-09 to Amend the Zoning Code and Map of the City of Mineral Point, to rezone the property situated between East Lake Road and US Hwy 151 (Parcels 251-1044.02 and 251-1045.12) from A-1 Agricultural Preservation District to R-2 Two-Family Residential District. *Plan Commission recommendation to be reported at the Council meeting.*
 - p. Discussion and possible action on Christmas and New Year's Holiday schedule Resolution 2024-11. *Personnel Committee recommendation to be reported at Council meeting.*

9. Adjourn.

[Join the meeting now](#) Meeting ID: 284 817 899 009 Passcode: oG9PA7Q4

Dial in by phone: [+1 872-256-4172,,738728255#](#) Phone conference ID: 738 728 255#

Agenda Posted and Distributed: Thursday, December 5, 2024.

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 before 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 COMMON COUNCIL MEETING

Tuesday, November 12, 2024 – 6:00 PM

City Hall Community Room/Virtually

CALL TO ORDER/ROLL CALL

Meeting called to order by Mayor Clark at 6:00 PM.

Christensen	Present		Graber	Present
Weier	Present		Burrows	Excused
McKeon	Present		Allendorf	Present
Martin	Present		Galle	Present
Others Present: Clerk-Treasurer Skelding, Deputy Clerk-Treasurer Rolli, Dirrick Wahl, Jeff Meyer, Cory Bennett, Aaron Yanna, Street Foreman Paul Mohlmann, Police Chief Bob Weier, Library Director Diane Palzkill, Ulrich Sielaff, Janet Miller				

PERSONS DESIRING TO BE HEARD – None.

PUBLIC HEARING –

Motion (Galle/Martin) to open the public hearing at 6:01pm. Motion carried, all voting aye (7-0).

Motion (McKeon/Allendorf) to close the public hearing at 6:02pm. Motion carried, all voting aye (7-0).

MAYOR'S CORRESPONDENCE – Mayor Clark congratulated the Dodge-Point Cross Country Team and the Mineral Point Volleyball team on their state appearances. He also congratulated Matt and Christina Honer on the birth of their daughter.

CLERK-TREASURER'S CORRESPONDENCE – The City had 1588 ballots cast at the election on November 5. That is approximately 89% of the City's registered voters. Clerk Skelding thanked all involved in making the day run smoothly.

CONSENT AGENDA

- Approval of the Mayor's appointment of Jeff Meyer to the Plan Commission and Extraterritorial Zoning (ETZ) Plan Commission for terms ending April 2025, and the Zoning Board of Appeals and the ETZ Board of Appeals for terms ending April 2027.
- Approval of the Mayor's appointment Sean Henninger to the South and Commerce Streets Reconstruction Project Steering Committee.
- Approval of October 8, 2024 Minutes and Proceedings.
- Approval of monthly bills.

Finance Committee recommends approval to the Council of the monthly bills.

Motion (Martin/Graber) to approve the consent agenda as presented. Motion carried by roll call, all voting aye (7-0).

NEW BUSINESS

APPROVAL OF MINERAL POINT CHAMBER OF COMMERCE'S SPECIAL EVENT PERMIT TO CLOSE THE 100 BLOCK OF HIGH STREET DURING CANDLELIGHT SHOPPING FIREWORKS ON DECEMBER 7, 2024.

Motion (Allendorf/Christensen) to approve the Mineral Point Chamber of Commerce's Special Event Permit to close the 100 block of High Street during Candlelight Shopping fireworks on December 7, 2024. Motion carried, all voting aye (7-0).

APPROVAL OF THE PURCHASE OF A STREETS DEPARTMENT PICK-UP TRUCK.

Alder Christensen, as Chair of the Street Committee, stated that the Street Committee recommends approval of the purchase of the pick-up truck from Pioneer Ford.

Motion (Christensen/Martin) to approve the purchase of a Streets Department Pick-up truck from Pioneer Ford. Motion carried, all voting aye, with Alder Martin abstaining (6-0-1).

APPROVAL OF A CONTRACT WITH IOWA COUNTY HUMANE SOCIETY FOR 2025 STRAY ANIMAL SERVICES.

No change from the 2024 contract.

Motion (Graber/Allendorf) to approve a contract with Iowa County Humane Society for 2025 Stray Animal Services. Motion carried, all voting aye (7-0).

APPROVAL OF A CONTRACT FOR EMERGENCY MEDICAL SERVICES FOR 2025 WITH THE MINERAL POINT RESCUE SQUAD.

The Finance Committee recommends approval of the Emergency Medical Services contract for 2025. The contract is significantly more than last year. There may be discussions moving forward regarding the potential for other options.

Motion (Galle/Christensen) to approve a contract for Emergency Medical Services for 2025 with the Mineral Point Rescue Squad. Motion carried by roll call, all voting aye (7-0).

APPROVAL OF A CONTRACT FOR FIRE PROTECTION SERVICES FOR 2025 WITH THE MINERAL POINT FIRE DEPARTMENT, INC.

The Finance Committee recommends approval of the Fire Protection Services for 2025 with the Mineral Point Fire Department.

Motion (Martin/McKeon) to approve a contract for fire protection services for 2025 with the Mineral Point Fire Department, Inc. Motion carried by roll call, all voting aye (7-0).

APPROVAL OF A CONTRACT FOR 2026 REVALUATION AND 2027 MAINTENANCE ASSESSMENT WITH EQUITY APPRAISAL, LLC.

The Finance Committee recommends approval of the contract with Equity Appraisal, LLC.

Motion (Allendorf/Graber) to approve a contract for 2026 revaluation and 2027 maintenance assessment with Equity Appraisal, LLC. Motion carried, all voting aye (7-0).

APPROVAL OF AN AGREEMENT WITH THE CITY OF MINERAL POINT'S OFFICE OF THE CITY ADMINISTRATOR FOR THE OBLIGATION OF THE CITY'S ARPA FUNDS TOWARDS CORNISH HERITAGE PARK REVITALIZATION AND THE POOL CHEMICAL CONTROLLER SYSTEM.

The Finance Committee recommends approval of the agreement with the City of Mineral Point's Office of the City Administrator.

Motion (Allendorf/Christensen) to approve an agreement with the City of Mineral Point's Office of the City Administrator for the obligation of the City's ARPA funds towards Cornish Heritage Park revitalization and the Pool Chemical Controller System. Motion carried by roll call, all voting aye (7-0).

APPROVAL OF RESOLUTION NO. 2024-08, ADOPTING THE 2025 OPERATING BUDGET AND ESTABLISHING THE PROPERTY TAX LEVY.

The Finance Committee recommends approval of this resolution.

Motion (Galle/Graber) to approve Resolution No. 2024-08, adopting the 2025 Operating Budget and establishing the property tax levy. Motion carried, all voting aye (7-0).

APPROVAL OF RESOLUTION NO. 2024-09, ADOPTING THE CITY OF MINERAL POINT 2025 FEE SCHEDULE.

The Finance Committee recommends approval of the 2025 Fee Schedule.

Motion (Allendorf/Martin) to approve Resolution No. 2024-09, adopting the City of Mineral Point 2025 Fee Schedule. Motion carried, all voting aye (7-0).

APPROVAL OF RESOLUTION NO. 2024-10, AUTHORIZING THE SUBMISSION OF A VIBRANT SPACES GRANT APPLICATION TO THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION.

Alder Allendorf stated that this is the one location this grant is able to be used at.

Motion (Allendorf/McKeon) to approve Resolution No. 2024-10, authorizing the submission of a Vibrant Spaces Grant Application to the Wisconsin Economic Development Corporation. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (McKeon/Graber) to adjourn at 6:23 p.m. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator

Approved:

PROCEEDINGS

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Matthew Honer, City Administrator

Approved:

Council Check Report
Tuesday, December 10, 2024

	Regular	Manual	Pay Apps	Total
Pooled Cash - General	119,215.85	40,039.06		159,254.91
Pooled Cash - Library	4,035.56	3,816.61		7,852.17
Pooled Cash - Debt Service				-
Pooled Cash- Outlay Fund	14,744.51			
Pooled Cash - Capital Projects	49,466.65			49,466.65
Pooled Cash - Water	4,771.21	6,159.21		10,930.42
Pooled Cash - Sewer	10,490.41	7,891.69		18,382.10
Pooled Cash-TID #2	2,822.50			2,822.50
Pooled Cash- ARPA				
Sewer Loan Checking	57,151.60			57,151.60
Police/City Garage Fund				
MP Summer Rec				-
DARE Program				-
Capital Project Checking-MCB				-
Total	\$ 262,698.29	\$ 57,906.57	\$ -	\$ 320,604.86

Finance Committee Approval

Keith Burrows
Gary Galle
Dean Martin
Alternate



▶ Platteville, Wisconsin
▶ Dubuque, Iowa

P 608.348.5355
P 563.542.9005

E mail@delta3eng.biz
W www.delta3eng.biz

December 6, 2024

City Council Members
City of Mineral Point
137 High Street; Suite 1
Mineral Point, WI 53565

RE: Recommendation of Award –Lift Station Improvements
Construction Bids

Dear City Council Member:

Construction bids were received and opened on Thursday, December 5, 2024 at 10:00 a.m. at Delta 3 Engineering's Office, 875 S. Chestnut St., Platteville, WI 53853 for the Lift Station Improvements Project. Two (2) bids were received for Contract #1 – Lift Station Construction. Both bids received were competitive. The bid tabulation and itemized bid summary are enclosed for your review.

Contract #1 – Lift Station Construction

G-Pro Excavating, LLC from Montfort, WI submitted the lowest bid for Contract #1 – Lift Station Construction = **\$111,511.00**. MZ Construction, Inc. from Livingston, WI submitted the submitted the second lowest bid for Contract #1 = \$157,500.00.

The resultant bid from G-Pro Excavating, LLC for Contract #1 – Lift Station Construction is approximately **9.8% above** the estimated construction budget amount = \$101,500.00. Therefore, it is recommended to award the Lift Station Improvements Project to G-Pro Excavating, LLC in the amount of \$111,511.00.

If you have any questions, please feel free to contact me at (608) 348-5355. Thank you.

Sincerely,

DELTA 3 ENGINEERING, INC.

Jordan Fure, P.E.
Project Manager

Enclosures
JDF/jm



Lift Station Improvements

Owner: City of Mineral Point

Iowa County, Wisconsin

Bid Opening: Thursday, December 5, 2024

Time: 10:00 a.m.

Delta 3 Office, 875 South Chestnut Street, Platteville, WI 53818

BIDDER	CONTRACT # 1 – LIFT STATION CONSTRUCTION
1. G-Pro Excavating, LLC Montfort, WI (Bid Bond) (Cert. Check)	\$111,511.00
2. MZ Construction, Inc. Livingston, WI (Bid Bond) (Cert. Check)	\$157,500.00
3. (Bid Bond) (Cert. Check)	
4. (Bid Bond) (Cert. Check)	
5. (Bid Bond) (Cert. Check)	
6. (Bid Bond) (Cert. Check)	
7. (Bid Bond) (Cert. Check)	
8. (Bid Bond) (Cert. Check)	
9. (Bid Bond) (Cert. Check)	
10. (Bid Bond) (Cert. Check)	

Mineral Point - Lift Station Improvements

Owner: City of Mineral Point

Delta 3 Engineering, Inc.

12/05/2024 10:00 a.m.

Line Item	Item Description	UofM	Quantity	G-Pro Excavating LLC		MZ Construction Inc.	
				Unit Price	Extension	Unit Price	Extension
Contract #1 - Lift Station Construction							
1	Mobilization, Bonds, and Insurance as specified and indicated.	L.S.	1	\$10,600.00	\$10,600.00	\$15,000.00	\$15,000.00
2	Implementation of Erosion Control as specified and indicated.	L.S.	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
3	Clearing and Grubbing as specified and indicated.	L.S.	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
4	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	L.F.	38	\$92.00	\$3,496.00	\$80.00	\$3,040.00
5	1.5" Polyethylene Sanitary Sewer Forcemain installed as specified and indicated.	L.F.	182	\$20.00	\$3,640.00	\$30.00	\$5,460.00
6	Sanitary Sewer Manhole Chimney Rehabilitation as specified and indicated.	Each	1	\$700.00	\$700.00	\$4,000.00	\$4,000.00
7	Connection to Existing Sanitary Sewer as specified and indicated.	Each	2	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
8	Abandon Existing Lift Station as specified and indicated.	L.S.	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
9	Fair Street Duplex Lift Station installed as specified and indicated.	L.S.	1	\$39,850.00	\$39,850.00	\$58,000.00	\$58,000.00
10	Remove existing yard hydrant and abandon water service at water main as specified and indicated.	L.S.	1	\$500.00	\$500.00	\$3,000.00	\$3,000.00
11	9th Street Duplex Lift Station Rehabilitation as specified and indicated.	L.S.	1	\$39,375.00	\$39,375.00	\$53,000.00	\$53,000.00
12	Landscaping (200 S.Y.) installed as specified and indicated.	L.S.	1	\$1,350.00	\$1,350.00	\$2,000.00	\$2,000.00
Base Bid Total:				\$111,511.00		\$157,500.00	



Name	Customer	Proposal#	Due/Bid Date
Mineral Point, WI - Radio Upgrade 2024	Mineral Point, WI	20235079	11/19/2024, 12:00 PM

Scope

L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services

The Mineral Point SCADA Telemetry System is 22 years old and the radios in the system are obsolete and no longer serviceable.

Radio Replacement 2024

- Base price to provide and install new MDS Orbit 400 radios to replace the existing MDS 4710 radios: \$16,726.00
 - All of the radios need to be replaced at the same time as the existing MDS 4710 and radios and the new Orbit radios are not compatible with each other. Sites include:
 - Master Control Panel at the WWTP
 - Well No.3
 - Well No.4
 - Mineral Street Lift Station
 - 9th Street Lift Station
- Optional price to replace all of the existing antennas and antenna cables: \$2,646.00

Notes and Clarifications

- The existing 4710 radios use RS-232 serial protocol to communicate to the PLCs, the new Orbit radios can communicate both Ethernet and RS-232. Therefore, the radios can be installed first and then the PLCs in the system can get replaced later (one by one if needed). We recommend this approach because they do not make PLCs with serial ports anymore so the radios make the most sense to replace first.

Items specifically not included in this proposal

- Sales or use tax
- Liquidated Damages of any kind
- Installation of equipment and job site labor other than as specified
- Receiving and storage of equipment on the job site
- Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list
- Performance, payment, or equipment bond of any kind
- Installation of any instruments
- Field Terminations
- Mounting of any control panels or hardware
- Mounting stands, brackets, channel strut or field assemblies of any kind.
- Permits or Bonding
- Fiber optic cable, connectors, patch panels, termination and/or testing
- Electrical testing services
- Solenoids and pressure switches are by others
- Flow meter spare spools and flange gaskets
- Local control panels, unless specifically listed on this scope of work
- Field Instrumentation, unless specifically listed on this scope of work
- SJE's sole obligation shall be the provision of those items specified within the "included" items listed above. The lack of an explicit exclusion does not imply inclusion

Proposal Amount \$ 18,595.00 USD
Freight Terms: FOB Origin, Freight Prepaid and Add

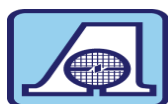
Respectfully submitted by,



Alan Clemens
Business Development Manager
alan.clemens@sjeinc.com
6082101471

Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.

Signature	Name Print/Type	Official Position	Date
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Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

Prices and Taxes: All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

Shipping Policy: Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

Operations/Maintenance Manuals: Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

Installation and Use: Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

Payment: Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

Security Interest: SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

Changes, Cancellations, Returns: Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

Return Policy: SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.





Name	Customer	Proposal#	Due/Bid Date
Mineral Point, WI - Radio Upgrade 2025	Mineral Point, WI	20245774	11/20/2024, 7:57 AM

Scope

L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services

The Mineral Point SCADA Telemetry System is 22 years old and the radios in the system are obsolete and no longer serviceable.

Radio Replacement 2025

- Base price to provide and install new MDS Orbit 400 radios to replace the existing MDS 4710 radios: \$16,849.00
 - All of the radios need to be replaced at the same time as the existing MDS 4710 and radios and the new Orbit radios are not compatible with each other. Sites include:
 - Industrial Park Lift Station
 - Fair Street Lift Station
 - Business Park Lift Station (Remove 900 MHz antenna and mast)
 - Fountain Street Lift Station
 - Business Park Lift Station No.2 (This site requires a new antenna, the rest can be reused)
- Optional price to replace all of the existing antennas and antenna cables: \$2,646.00

Notes and Clarifications

- The existing 4710 radios use RS-232 serial protocol to communicate to the PLCs, the new Orbit radios can communicate both Ethernet and RS-232. Therefore, the radios can be installed first and then the PLCs in the system can get replaced later (one by one if needed). We recommend this approach because they do not make PLCs with serial ports anymore so the radios make the most sense to replace first.

Items specifically not included in this proposal

- Sales or use tax
- Liquidated Damages of any kind
- Installation of equipment and job site labor other than as specified
- Receiving and storage of equipment on the job site
- Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list
- Performance, payment, or equipment bond of any kind
- Installation of any instruments
- Field Terminations
- Mounting of any control panels or hardware
- Mounting stands, brackets, channel strut or field assemblies of any kind.
- Permits or Bonding
- Fiber optic cable, connectors, patch panels, termination and/or testing
- Electrical testing services
- Solenoids and pressure switches are by others
- Flow meter spare spools and flange gaskets
- Local control panels, unless specifically listed on this scope of work
- Field Instrumentation, unless specifically listed on this scope of work
- SJE's sole obligation shall be the provision of those items specified within the "included" items listed above. The lack of an explicit exclusion does not imply inclusion

Proposal Amount \$ 18,595.00 USD
Freight Terms: FOB Origin, Freight Prepaid and Add

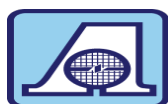
Respectfully submitted by,



Alan Clemens
Business Development Manager
alan.clemens@sjeinc.com
6082101471

Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.

Signature	Name Print/Type	Official Position	Date
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Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

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Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

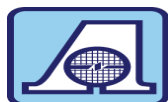
ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.





Mineral Point, Wisconsin

Staff Report

12/9/2024

☒ New Business ☐ Unfinished Business ☐ Reports
☐ Closed Session ☐ Ordinance/Resolution

Meeting: Finance Committee

Department Reporting: Clerk/Treasurer

Submitted by: Christy Skelding

ISSUE: Discussion and consideration of outstanding Pine Street assessment.

BACKGROUND/ANALYSIS: The City replaced the curb and gutter on Pine Street in 2019 or 2020. At the time, homeowners were charged the curb and gutter assessment and had a choice of whether to pay the assessment as a lump sum, or divide into three equal payments to be placed on the tax roll. At our 2023 audit, it was brought to the City's attention that there are still outstanding assessments needing to be paid. This fell through the cracks with the turnover of the City Clerk in 2021-2022. Assessments should have been placed on the 2022 and 2023 taxes, but they were not. The previous Clerk would have had to place on the 2022 taxes. Clerk-Treasurer Skelding was not aware that there were any outstanding assessments to be placed on the tax roll for 2023.

There are two parcels with outstanding payments:

130 Pine St. which has been vacant for several years and has special assessments for City mowing and years of back taxes.

412 Pine St. has changed ownership since the assessment was originally applied. The assessment stays with the parcel. When the parcel went up for sale, the Title company requested a letter from the City identifying outstanding assessments and utility billing. City Staff told the title company there were no outstanding assessments, as they were not aware of this issue. Per the City Attorney, the City can still send an invoice to the new homeowners for this parcel, however, the City did already indicate that there were no outstanding payments due.

RECOMMENDATION: City staff recommends canceling the assessment for 412 Pine Street in the amount of \$888.26 and charging the assessment for 130 Pine St.

FISCAL IMPACT: \$888.26 (expense has been paid). City will not be reimbursed.

ATTACHMENTS: None



Mineral Point, Wisconsin

Staff Report

12/9/2024

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Finance Committee
Department Reporting: Clerk/Treasurer	Submitted by: Christy Skelding
ISSUE: Discussion and consideration of the At Home on High Street final Revolving Loan Fund Payment.	
BACKGROUND/ANALYSIS: In May, the Finance Committee discussed the terms of a final balloon payment, if payment was made within 90 days. The borrower was not able to provide the final balloon payment within 90 days, but has provided the final amount with some additional time. The borrower has provided the amount requested. If the final payment is made on the loan, the City will be paid back the final loan amount of \$10,000 plus approximately 20%. If the final payment is authorized, the borrower will receive a payoff incentive of approximately \$850.	
RECOMMENDATION: The administration recommends authorizing the final payment by At Home on High and considering the loan closed.	
FISCAL IMPACT: Revolving Loan Fund.	
ATTACHMENTS: None	



Mineral Point, Wisconsin

Staff Report

12/9/2024

☐ New Business ☒ Unfinished Business ☐ Reports
☐ Closed Session ☐ Ordinance/Resolution

Meeting: Finance Committee

Department Reporting: Administration

Submitted by: Matthew Honer

ISSUE: Discussion and consideration of Memorandum of Understanding Agreement between City Council and the Office of the City Administrator for the obligation of the City's ARPA funds towards communication and technology upgrades, police bullet-proof vests, and childcare industry incentives

BACKGROUND/ANALYSIS:

The City needs to obligate its ARPA funds by the end of the year. Previous guidance was that establishing a budget was sufficient, but recent guidance indicates that a contract or MOU should be used to "obligate" the funding.

Communication and Technology Upgrades. The Council previously identified technology upgrades as a budgeted item for the ARPA funds. Projects include upgrading the City's file server, remote access capabilities, and workstations.

Bullet-proof vests. Existing vests will exceed the manufacturer's warranty in the coming year.

Childcare Initiative. Incentivize safe and affordable childcare in the City of Mineral Point by helping to invest in facility improvements.

If any of the above are determined not feasible, the money shall be used for park and outdoor space improvements.

RECOMMENDATION: Recommend approval of the agreement between City of Mineral Point and the Office of the City Administrator.

FISCAL IMPACT: \$43,000 of ARPA funding.

ATTACHMENTS: MOU

MEMORANDUM OF UNDERSTANDING
Sub-Recipient Award

<u>Grantor:</u> City of Mineral Point Common Council 137 High Street, Suite 1 Mineral Point, WI 53565	<u>Federal Financial Assistance Award:</u> Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
<u>Subrecipient:</u> Administration Department 137 High Street, Suite 1 Mineral Point, WI 53565	<u>Subaward Period of Performance:</u> (Covered Period) Effective Date: December 10, 2024 Expiration Date: December 31, 2026
<u>Grantor's Authorized Representative:</u> Danny Clark Mayor City of Mineral Point 608-341-0281 Email: mpmayor@cityofmineralpointwi.gov	<u>Total amount of funds obligated by this action to the subrecipient:</u> Project Names: Communication and Technology Upgrades, Police Bullet-proof vest purchases, and childcare industry incentive Not to Exceed \$43,000 Total Balance (to date): \$0
<u>Sub-Recipient's Authorized Representative:</u> Matthew Honer City Administrator City of Mineral Point 608-987-0463 Email: administrator@cityofmineralpointwi.gov	<u>Type of Assistance</u> C - Direct Payments for Specified Use

In order to receive Coronavirus State and Local Fiscal Recovery Funds ("SLFRF" or "the Funds") passing through the City of Mineral Point (the "City"), the Administration Department (the "Department") hereby agrees to the following terms, conditions, and obligations.

Section 1. Purpose:

The purpose of the SLFRF is to provide direct payments to eligible entities to:

1. Respond to the public health emergency, COVID-19 or its negative economic impacts, including providing assistance to households, small businesses, nonprofits, and impacted industries, such as tourism, travel, and hospitality;
2. Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of eligible employers that have eligible workers who are performing essential work, or by providing grants to eligible entities who perform essential work;

3. Provide government services, to the extent COVID-19 caused a reduction in revenues collected in the most recent full fiscal year of the State, Territory, Tribal government, Metropolitan city, County, or Non-entitlement units of local government; and
4. Make necessary investments in water, sewer, or broadband infrastructure.

Section 2. Compliance:

The City is a primary recipient of SLFRF funds and has the authority to grant sub-awards to eligible subrecipients. The Department will be considered a subrecipient of the City's SLFRF funds and is required to follow all applicable SLFRF rules and regulations.

The Department agrees to have appropriate accounting systems in place to track and report on expenditures reimbursed from the Funds and maintain financial records to support all expenditures submitted. Any allocated costs must be properly supported. Budgeted estimates do not qualify as actual expenditures.

Costs invoiced under this agreement will be supported by documentation maintained by the Department. Documentation will include but is not limited to administrative policies and procedures, internal controls, competitive contracts and purchase orders, equipment inventory, audit reports and findings, and other documentation as identified by relevant Treasury Regulations, FAQs, and Office of Inspector General memoranda.

In order to facilitate SLFRF compliance, the Department agrees to provide all data requested by the City in a prompt and timely manner.

Subaward of Period Performance - Effective date December 10, 2024 to December 31, 2026.

The Department will confirm and ensure that all expenditures of SLFRF funds are eligible under the SLFRF final rule and such additional applicable Terms and Conditions, orders, regulations, rulings, interpretations, and directives for the SLFRF as may be promulgated or issued by the Treasury, as updated from time to time, all of which are incorporated herein by reference. If such eligibility is in any way unclear, Department will seek and receive prior approval from the City before any funds are spent on potentially ineligible programs or costs.

The City and/or the Department may terminate this Memorandum of Understanding for any reason upon thirty (30) days' written notice to the other party. In the event of such termination, the Department shall be entitled to receive disbursements for Program activities satisfactorily completed prior to the date such termination notice is given.

Additional information on SLFRF requirements is available through the program webpage on Treasury's website at <https://home.treasury.gov/policy>

Section 3. Project Description and Scope of Funded Programming

Program Name: Communication and Technology Upgrades, Police Bullet-proof vest purchases, and childcare industry incentive

Amount: \$43,000.00

Subaward of Period Performance: December 10, 2024 to December 31, 2026

Funding is intended to provide:

- Purchase of replacement bulletproof vests for police officers, \$13,000.
- Purchase of communication and technology upgrades to ensure remote workability for employees in the case of a “stay-at-home” emergency, and the ability to hold public meetings remotely that are accessible to the public. \$20,000.
- Incentivize safe and affordable childcare in the City of Mineral Point by helping to invest in facility improvements.
- If any of the above are determined not feasible, the money shall be used for park and outdoor space improvements.

Section 4. Audit

SLFRF payments are considered to be Federal financial assistance subject to the Single Audit Act (31 U.S.C. sec. 7501- 7507). The related provisions of the Uniform Guidance, 2 C.F.R. 200 Subpart F regarding audit requirements provides detailed information. The Department agrees to comply with any applicable requirements.

Section 5. Applicable Regulations

The Coronavirus State and Local Fiscal Recovery Funds program is authorized by sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021), codified as 42 U.S.C. § 802 and 42 U.S.C. § 803 respectively; and as implemented by Treasury’s Final Rule.

2 CFR 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Applicability:

The Department shall comply with all portions of the Uniform Administrative Requirements (2 C.F.R. Part 200) that are applicable to the SLFRF, as the same may be amended and supplemented from time to time, and such additional applicable orders, regulations, rulings, interpretations, and directives for the SLFRF as may be promulgated or issued by the United States Department of Treasury.

ARPA Guidance

- Overall Guidance: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>
- Final Rule: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>
- Frequently Asked Questions: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

Subrecipient

Subrecipient agrees to comply with the above-stated terms, conditions, and obligations. Subrecipient's authorized representative verifies that the appropriate person has executed the Memorandum of Understanding on behalf of the Subrecipient as required by applicable Federal, State, and Local laws and regulations.

Signature: _____
Matthew Honer, City Administrator

Date: _____

Grantor

Signature: _____
Danny Clark, Mayor

Date: _____



Mineral Point, Wisconsin

Staff Report

12/9/2024

☒ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Finance Committee
Department Reporting: Administration	Submitted by: Matthew Honer
ISSUE: Approval of an agreement between the Mineral Point Opera House and the City of Mineral Point for the obligation of the City's ARPA funds towards the replacement of the Opera House Marquee, renovating the front entrance, and tuckpointing.	
BACKGROUND/ANALYSIS: The City needs to obligate its ARPA funds by the end of the year. Previous guidance was that establishing a budget was sufficient, but recent guidance indicates that a contract or MOU should be used to "obligate" the funding. <u>Opera House Marquee.</u> Previous actions by the council have agreed to contribute \$50,000 from the City's ARPA funds towards the Marquee replacement project. The Opera House has secured a grant from the National Park Service and is working on fundraising for the matching funds. The attached agreement "obligates" the ARPA funds as required.	
RECOMMENDATION: Approve the agreement between City of Mineral Point and the Mineral Point Opera House.	
FISCAL IMPACT: \$50,000 of ARPA funding.	
ATTACHMENTS: Draft agreement with Mineral Point Opera House.	

AGREEMENT

This agreement is made as of the 12th day of November 2024, by and between the City of Mineral Point, a Wisconsin municipal corporation, with an address at 137 High Street, Mineral Point, Wisconsin 53565, and the Mineral Point Opera House, Inc., a Wisconsin non-stock corporation, with an address at 139 High Street, Mineral Point, Wisconsin 53565 .

RECITALS

1. The City of Mineral Point owns and leases the real estate at 139 High Street, Mineral Point, Iowa County, WI to the Mineral Point Opera House, Inc, and the parties have a current lease agreement through 2028.
2. COVID-19 had negative economic impacts on the Tourism and non-profit industries in Mineral Point, including The Mineral Point Opera House.
3. During the summer of 2020, at the height of COVID-19, the marquee of the opera house was removed, creating further negative impacts.
4. Overtime, the impacts of weather have caused damages to the front entrance of the Mineral Point Opera House due to there not being a Marquee. Also, weathering has required that significant masonry tuckpointing needs to take place to preserve the viability of the building.
5. The City of Mineral Point and the Mineral Point Opera House believe that reinstalling the marquee, renovating the front windows and doors, and addressing the tuckpointing is an effective measure to address the negative economic impacts that COVID-19 had on the Tourism industry for the City as a whole.

AGREEMENT

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

1. The Mineral Point Opera House agrees to install a marquee on the front, renovate the entrance windows and doors, and address the tuckpointing of the building at 139 High Street, Mineral Point, Iowa County, Wisconsin. The Mineral Point Opera House agrees to follow all requirements related to historic preservation and appropriateness, structural engineering, and compliance with local building codes and zoning. The Mineral Point Opera House, Inc agrees to undertake these measures by December 31, 2026.
2. The City of Mineral Point obligates \$50,000 of the money it was awarded through the American Rescue Plan's State and Local Fiscal Recovery Funds (SLFRF) towards the above stated expenses.
3. The City of Mineral Point and the Mineral Point Opera House, Inc agree that this contract may be terminated upon mutual agreement, if there is a default by either party, the inability of the Mineral Point Opera House, Inc to complete the project.
4. **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 partnership, or of the joint venture, between the parties hereto other than the relationship of Lessor and Lessee.
5. This Agreement embodies the entire agreement between the City of Mineral Point and the Mineral Point Opera House with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.
6. This Agreement 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, as of the date first shown above.

Danny Clark,
Mayor,
City of Mineral Point, WI

Date

Bill Webb,
Board President
The Mineral Point Opera House, Inc

Date



Mineral Point, Wisconsin

Staff Report

12/9/2024

☒ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Finance Committee
Department Reporting: Administration	Submitted by: Matthew Honer
ISSUE: Approval of an agreement between Boardman & Clark, LLP and the City of Mineral Point for the obligation of the City's ARPA funds towards the recodification of the City Municipal Code and updating the Employee handbook.	
BACKGROUND/ANALYSIS: The City needs to obligate its ARPA funds by the end of the year. Previous guidance was that establishing a budget was sufficient, but recent guidance indicates that a contract or MOU should be used to "obligate" the funding. Recodification: Ordinances were last recodified in 2008. Ordinances adopted since then and changes in state law result in a disorganized and not always enforceable ordinance. Handbook: Changes in policy and law require the handbook to be updated.	
RECOMMENDATION: Approve the agreement between City of Mineral Point and Boardman & Clark LLP.	
FISCAL IMPACT: \$20,000 of ARPA funding.	
ATTACHMENTS: Draft retainer agreement.	

RETAINER AGREEMENT

The City of Mineral Point Iowa County, Wisconsin, agrees to retain the firm of Boardman & Clark, LLP, to perform legal services as described in this agreement. It is understood and agreed that Eric Hagen, the City Attorney, will have primary responsibility for handling and providing the legal services described in this agreement but that he may, from time to time, delegate other attorneys in the firm to perform said legal services for the City.

The legal services described herein will be handled on a flat fee compensation basis in the amount of \$20,000.00. The following legal services shall be completed by December 31, 2026:

1. Recodification of the Mineral Point Municipal Code: Incorporate adopted ordinances into the Municipal Code and review the Code for updates due to law changes and inconsistencies within the Code itself. Work with City staff and officials to determine if additional changes to the Code should be made. Draft ordinances and resolutions as necessary to complete the recodification process. Attend meetings of City governmental bodies (such as Council and the Ordinance Committee) as part of the recodification process. (Recommend having the Ordinance Committee meet once a month to review the Code chapter by chapter to ensure a complete and detailed review of each provision with the affected stakeholders.) The City shall be provided with Microsoft Word versions of the Municipal Code as part of the recodification process.
2. Personnel Policies: Review and update the City's personnel policies and employee handbook, including all personnel forms. Work with City staff to implement updates to personnel policies. Attend meetings of City governmental bodies (Such as Council and the Personnel Committee) as part of the review/update process.

Compensation shall be paid _____.

The attorney will not bill mileage or other travel-related expenses for the legal services contemplated herein unless overnight or out of county travel is required (exclusive of travel to/from the City).

The December 31, 2026 completion date for the legal services contemplated herein is contingent upon the cooperation of City. Delays occasioned by the City and/or a lack of cooperation from City staff, officials, and governing bodies may impact the ability to complete the legal services contemplated herein by December 31, 2026. Boardman & Clark, LLP, shall not be liable for delays caused by an event or circumstance outside of its reasonable control.

The City has the right to terminate this agreement at any time. The attorney has the right to terminate this agreement at any time consistent with the requirements of Rule 20:1:16 of the Rules of Professional Conduct for Attorneys.

Dated as of this ____ day of _____ 2024.

CITY OF MINERAL POINT

BOARDMAN & CLARK, LLP

By: _____
DANNY CLARK, Mayor

By: _____
ERIC HAGEN

Countersigned: _____
CHRISTY SKELDING, Clerk-Treasurer

This contract was approved by the City Council at a meeting held _____, 2024.



Mineral Point, Wisconsin

Staff Report

12/9/2024

☒ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council Meeting: Finance Committee
Department Reporting: Administration	Submitted by: Matthew Honer
<u>ISSUE:</u> Approval of an agreements with Strand and Associates for Technical Services for 2025.	
<u>BACKGROUND/ANALYSIS:</u> The City has an underlying agreement with Stand which is an agreement for technical services. That expired mid-2024. Strand is requesting that we update that underlying agreement for another four years. Each year, we then enter into an agreement with Strand for IT services, which they call a task order. In this case, task order 25-01 General Information Consulting and Support Services. The amount listed in the task order is an estimate of expense. The City is not obligated to the \$16,000.	
<u>RECOMMENDATION:</u> Authorize the Administrator's approval of the amendment to the 2022 agreement for technical services and the task order 25-01 agreement for General Information Consulting and Support Services.	
<u>FISCAL IMPACT:</u> \$50,000 of ARPA funding.	
<u>ATTACHMENTS:</u> Draft agreement with Mineral Point Opera House.	



OWNER REVIEW

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

AMENDMENT NO. 1 TO
AGREEMENT FOR TECHNICAL SERVICES
CITY OF MINERAL POINT
AND
STRAND ASSOCIATES, INC.®

This is Amendment No. 1 to the July 1, 2022, Agreement between the City of Mineral Point, Wisconsin (OWNER), and Strand Associates, Inc.® (ENGINEER) for Technical Services.

Under **Schedule**, CHANGE two to “six.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

STRAND ASSOCIATES, INC.®

DRAFT

OWNER:

CITY OF MINERAL POINT

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

Matthew Honer
City Administrator

Date

Task Order No. 25-01
City of Mineral Point, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated July 1, 2022

Project Information

Services Name: General Information Technology (IT) Consulting Services

Services Description: General IT consulting and support services on an as-requested basis for OWNER's Administration, Public Works, and Utilities Departments.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Configure IT systems and telecommunications circuits, such as internet connections, as requested by OWNER.
2. Test, reconfigure, and troubleshoot network equipment and systems so the systems can be restored to working order or a review of replacements can be made. Support will be provided on non-holiday weekdays between 8 A.M. and 5 P.M. Central Time. Contact information will be provided for after-hours support, but response time may be limited outside normal business hours.
3. Communicate with OWNER regarding guidance for purchasing software, hardware, and related components based on OWNER's existing network and OWNER-identified future needs.
4. Communicate with OWNER regarding general technology topics such as potential upgrades, purchases, software, and additional services.
5. Provide OWNER with general support, troubleshooting, and assistance for desktop and network applications. Support will be provided between 8 A.M. and 5 P.M. Central Time on non-holiday weekdays. Contact information will be provided for after-hours support, but response time may be limited outside normal business hours. Helpdesk support augments, but is not a replacement for, vendor-specific products or hardware support. Systems and software defined by the vendor as end of life may be supported by ENGINEER. OWNER is advised to upgrade these systems for continued vendor support.
6. Provide minor configuration changes to IT systems to potentially reduce security risks identified by OWNER or ENGINEER. Major security remediation projects will be provided through a separate task order, if requested. ENGINEER shall not be responsible for the cybersecurity of OWNER's IT systems.

OWNER REVIEW

Strand Associates, Inc.®

City of Mineral Point, Wisconsin
Task Order No. 25-01
Page 2
December 3, 2024

DRAFT

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$16,000.

	Hourly Billing Rates*
Principal Engineer	\$352 to \$406
Senior Project Manager	\$227 to \$329
Project Managers	\$129 to \$234
Project Engineers and Scientists	\$ 87 to \$173
Engineering Technicians and Draftspersons	\$ 58 to \$192
Information Technology	\$230 Average
Administrative	\$119 Average

* Updated annually on July 1

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of January 6, 2025. Services are scheduled for completion on December 31, 2025.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF MINERAL POINT

DRAFT

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

Matthew Honer
City Administrator

Date



Mineral Point, Wisconsin

12/10/2024

☒ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Administration	Submitted by: Matthew Honer
<u>Issue:</u> Approval of agreement with DeEtte Hunter, owner of 38 High Street, regarding restrictive covenants related to 38 High St.	
<u>BACKGROUND/ANALYSIS:</u> The new owner of 38 High Street has been making repairs to the building that would extend the non-conforming use of the structure – residential use on the first floor. It was determined that many of these repairs are structural and that structural repairs cannot exceed over 50% of the value of the structure due to the existing non-conforming use of residential on the first floor of the building. The out-of-town owner requested direction from the Plan Commission earlier in the year, who explained to her that her options were limited to returning the first floor to commercial use. The owner instead choose to seek further options to continue the existing non-conforming use. The owner of 38 High St. hired an attorney to argue against the City's ordinance. The City's attorney recommended the City allow the construction of the back stairs on the condition that the owner agree that the allowable 50% repairs of the structure have been meet.	
<u>RECOMMENDATION:</u> Approve the agreement based on the attorney's recommendation.	
<u>FISCAL IMPACT:</u>	
<u>ATTACHMENTS:</u>	

AGREEMENT

This Agreement is entered into by, between and among the following: **Deette Hunter**, (“Owner”); and the **City of Mineral Point** (“City”) (the foregoing are referred to collectively as the “Parties”). The Parties include all persons and/or entities, together with their officials, officers, directors, managers, owners, employees, agents, servants, representatives, heirs, successors, and assigns.

WHEREAS, at times material, Owner had an interest in a property with a mailing address of 38 High Street, which is located in the City of Mineral Point, Iowa County, Wisconsin (“Property”), and

WHEREAS, the Property is located within the C-1 Central Business District pursuant to the City’s zoning code, which prohibits dwelling units below the second floor, and

WHEREAS, a building is located upon the Property (“Building”).

WHEREAS, the Building contains two first floor dwelling units, which is a nonconforming use under the City’s zoning code (“Nonconforming Use”), and

WHEREAS, Wis. Stat. § 62.23(7)(h) limits the lifetime structural repairs or alterations of the Building containing the Nonconforming Use to 50% of the assessed value of the Building unless permanently changed to a conforming use under the City’s zoning code, and

WHEREAS, the following lifetime structural repairs or alterations have been made to the Building or will be made to the building (“Lifetime Structural Repairs or Alterations”):

- A. In 2002 structural repairs or alterations in the amount of \$500 were made to the deck and stairs serving the second floor of the Building (“Deck”),
- B. In 2005 windows of the Building were replaced at the cost of \$5,069, part of which involved structural repairs or alterations to the Building,
- C. In 2024 structural repairs or alterations in the amount of \$12,000 for tuckpointing were made to the Building, and
- D. The Owner will make further structural repairs or alterations to the Deck as permitted by the City pursuant to this Agreement, and
- E. The Owner will make repairs or alterations to the bathroom plumbing and fixtures, electrical to unit 3 on the ground floor, and other matters as permitted for remodeling, and

WHEREAS, The City desires that Owner’s structural repairs or alterations to the Deck be performed in compliance with the building code requirements that would be applicable if the first floor of the Building was used for a conforming commercial use under the City’s zoning code, and

WHEREAS, the Parties wish to determine the percentage of the assessed value of the Building for the Lifetime Structural Repairs or Alterations, for purposes of compliance with Wis. Stat. § 62.23(7)(h), to resolve this matter without further legal proceedings.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties agree and promise as follows:

1. RECITALS. The above RECITALS are incorporated herein verbatim as if set forth in full.

2. DETERMINATION OF PERCENTAGE OF ASSESSED VALUE. The Parties agree that the Lifetime Structural Repairs or Alterations to the Building are equal to 50% of the assessed value of the Building.

3. PROHIBITION ON STRUCTURAL REPAIRS OR ALTERATIONS. Owner is prohibited from making any structural repairs or alterations to the Building except for the structural repairs or alterations to the Deck permitted by the City, unless the Nonconforming Use of the Building is changed to a conforming use under the City's zoning code. Notwithstanding the forgoing, structural repairs or alterations to the Building may be made if authorized by a valid conditional use permit or variance.

4. OWNER'S OBLIGATIONS.

- a. Owner's structural repairs or alterations to the Deck shall comply with the building code requirements that would be applicable if the first floor of the Building was used for a conforming commercial use under the City's zoning code. Owner or Owner's employees, contractors, or agents shall work with the City's building inspector to ensure the structural repairs or alterations to the Deck meet said building code requirements.
- b. Owner shall complete the structural repairs or alterations to the Deck by December 31, 2025.
- c. Owner shall obtain any other approval necessary for the structural repairs or alterations of the Deck, including, but not limited to, a certificate of appropriateness from the City's Historic Preservation Committee.
- d. Owner shall execute and record the Restrictive Covenant attached as Exhibit A within ten (10) days of the execution of this Agreement.

5. ENTIRE AGREEMENT. This instrument represents the entire agreement between the Parties and supersedes any prior and contemporaneous oral or other written agreements, understandings, discussions, negotiations or statements, if any, between the Parties relating to the subject matter hereof. No term of this Agreement may be changed, waived, discharged, or terminated, in the absence of a written agreement signed by each of the Parties to the instrument. This Agreement is also made for and binding upon the heirs, successors and assigns of each of the Parties.

6. CHOICE OF LAW. The contents of this Agreement are contractual terms and not mere recitals. This Agreement will be construed, enforced and governed pursuant to its terms and the applicable laws of the State of Wisconsin.

7. KNOWLEDGE, AND AUTHORITY TO BIND. The Parties hereby declare that they fully understand the terms of this Agreement and voluntarily accept these terms, and the below signing individuals hereby declare and affirm that they have full authority to enter into this Agreement and bind their respective Party thereby. In executing this Agreement, the Parties are not relying upon any statement or representation made by or on behalf of any other person or entity, and the Parties understand and acknowledge that the Agreement is final and binding, regardless of any knowledge or lack of knowledge as to the nature of the Party's rights or claims covered by this Agreement, which the Parties might otherwise be entitled to pursue, and irrespective of consideration given.

8. VOLUNTARY AGREEMENT. The Parties acknowledge that they have read this instrument, that they fully understand the meaning of it, that it is written in a manner calculated to be understood by the Parties, that the Parties have had the opportunity to confer with an attorney regarding the terms and meanings of this instrument, and that the Parties knowingly and voluntarily enter into this Agreement and agree to comply with the terms and conditions established herein.

9. SEVERABILITY. If any provision of this Agreement or the application thereof is found to invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this instrument which can be given effect without the invalid or unenforceable provision.

10. ACCEPTANCE. Acceptance of this Agreement by Dette Hunter shall be by personal signature. Acceptance of this Agreement the City shall be by signature of a person with authority to bind and execute said party to this Agreement. The Parties understand that the City cannot accept or reject this Agreement except upon a vote of the City Council, which is anticipated to occur on or around November 12, 2024. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signature pages may be transmitted by facsimile or through electronic means. Upon delivery, a signature shall be deemed an original and shall be admissible in evidence.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of November ___, 2024.

DEETTE HUNTER

DeEtte Hunter 11/14/2024
ID: zGcKdXICs9PvRTDj74GTFbk9
Dette Hunter

CITY OF MINERAL POINT

Danny Clark, Mayor

Christy Skelding, Clerk

eSignature Details

Signer ID:	zGcKdXiCs9PvRTDj74GTFbk9
Signed by:	Dee Hunter
Sent to email:	ccd99@gmail.com
IP Address:	166.181.88.147
Signed at:	Nov 14 2024, 8:35 pm CST

Public Participation Plan – 2025 Mineral Point Comprehensive Plan Update

The update to Mineral Point's Comprehensive Plan will guide the next ten years of the City's development. Public Participation is integral to inform the issues and opportunities of the community and to create goals, strategies, and actions for inclusion in the Comprehensive Plan update. A variety of input options will be available during the process to ensure a broad base of opportunities for residents, business owners, and other stakeholders to provide input. Measures will be taken to ensure public participation follows all federal, state, and local guidelines and rules related to public gatherings and interactions. The following is a plan for providing opportunities to Mineral Point residents to participate in the update of the Comprehensive Plan.

The City will utilize a Steering Committee to work with Southwestern Wisconsin Regional Planning Commission. The Steering Committee will consist of diverse members of the community with knowledge of existing challenges and opportunities. The Steering Committee will have the responsibility of steering SWWRPC's public outreach methods, reviewing data and community input, making suggestions for goals and strategies, and taking the lead on implementing the plan once complete.

The City of Mineral Point and the Southwestern Wisconsin Regional Planning Commission will provide the following opportunities to all residents and other interested parties for public participation in the update of the Comprehensive Plan:

- **Public meetings** - Three meetings for public participation are scheduled. The focus of each meeting will be on a different set of topics important to the City. Each of the discussions will take place in the late afternoon to evenings and will encourage community discussions around a variety of topics to inform the final plan and future vision of Mineral Point.
- **Online Survey** - An online survey will be available to all residents and stakeholders. Information on access to the survey will be distributed to residents with their utility or tax bills and through social media.
- **Steering Committee and One-on-One conversations** - To supplement public input, the Steering Committee will review public input and provide clarity on issues. Additionally, one-on-one conversations with key individuals in the community will provide additional information on issues and opportunities.

- **Public Notice** - A class 1 public notice will be published 30 days prior to holding a public hearing to hear comments regarding the Draft Comprehensive Plan. At that time, a notice will also be sent to the following individuals: any operator who has obtained a permit to mine non-metallic resources, any person who has registered a marketable nonmetallic mineral deposit, any property owner or leaseholder who has an interest in non-metallic resources, and any other person who has requested an individual notice.

During the course of the Comprehensive Plan, the City shall maintain a list of individuals who wish to be informed of the update to the Comprehensive Plan.

During the 30-day notice, a draft of the plan will be made available for review at City Hall and the local library, as well as online.

- **Public Hearing** - A public hearing shall be held for residents and stakeholders to comment on the Draft Comprehensive Plan. Following the public hearing of the Comprehensive Plan, the Planning Commission shall make a resolution to recommend to the City Council the adoption of the plan. The City Council shall adopt an ordinance to adopt the Comprehensive Plan as recommended by the Planning Commission.

In addition to the options for public input provided in the previous items, this plan highlights the procedures to adopt the updated Comprehensive Plan.

- The Steering Committee shall review the Draft Comprehensive Plan and recommend edits and modifications.
- The Planning Commission shall review the Plan and recommend, by a majority vote, a resolution recommending that the City Council pass an ordinance to adopt the Draft Comprehensive Plan as required under Wis. Stat. 66.1001(4)(b). The Planning Commission may recommend edits and modifications to the Draft Comprehensive Plan.
- The City Council, by a majority vote, shall enact an ordinance as required under Wis. Stat. 66.1001 (4) (c) adopting the Comprehensive Plan. The City Council may, at its discretion approve modifications to the Draft Comprehensive Plan, as reviewed by the Planning Commission.
- Prior to adopting the Comprehensive Plan, the City Council or the Planning Commission shall hold a Public Hearing on the Draft Comprehensive Plan, as stated in Wis. Stat. 66.1001(4) (d). The hearing must be preceded by a Class 1 notice under ch.985.

- The City shall make a hard copy of the Draft Comprehensive Plan available for review by the public at City Hall and Library, during normal business hours. The plan shall also be available online.
- At least 30 days before the public hearing is held the City shall provide written notice to all of the following, as stated in Wis. Stat. 66.1001 (4)(e) and (f):
 - An operator who has obtained, or made application for, a permit that is described under s. 295.12(3)d, within the City.
 - A person who has a marketable nonmetallic mineral deposit under s. 295.20 within the City.
 - Any other property owner or leaseholder within the City who has an interest in property pursuant to which the person may extract nonmetallic mineral resources, if the property owner or leaseholder requests in writing that the City provide the property owner or leaseholder notice of the hearing.
 - Any person who has submitted a request to receive notice of any proposed ordinance that affects the allowable use of property owned by the person in the City.
- An electronic copy of the Draft Comprehensive Plan, or notification on how to view/download a copy of the plan, will be disseminated to neighboring jurisdictions and appropriate governments, as stated in Wis. Stat. 66.1001 (4) (b), providing an opportunity to submit written comments. A copy, or notification on how to view/download a copy of the Draft Comprehensive Plan will be sent to:
 - The Clerk of the following local governmental units:
 - Iowa County
 - Town of Mineral Point
 - Administrator of the Mineral Point School District
 - Executive Director of the Southwestern Wisconsin Regional Planning Commission.
- Any written comments submitted to the City by the above-mentioned local government units, property owners, or members of the public, will be read into the minutes during the Public Hearing, evaluated, and incorporated as determined by City Council into the Comprehensive Plan. A summary of comments and subsequent action will be provided upon request.
- An electronic copy, or notifications on how to view/download a copy, of the adopted plan and ordinance will be provided to the above-mentioned local government units and the Wisconsin Department of Administration as stated in Wis. Stat. 66.1001 (4)(c).



20 S. Court St.
Platteville WI 53818
p: 608.342.1636 • f: 608.342.1220
e: info@swwrpc.org
www.swwrpc.org

If any community member, property owner, or representative of the local government units mentioned above have questions regarding public participation or the Comprehensive Plan, they can contact Alyssa Schaeffer at SWWRPC, 608-348-5055 and a.schaeffer@swwrpc.org.

Vote: Yes_____ No_____

Adopted this __ day of December, 2024.

Attest:

Danny Clark, Mayor

Christy Skelding, City Clerk/Treasurer

CERTIFIED SURVEY MAP

LOCATED IN PART OF STAVELEY'S ADDITION AND IN THE NW 1/4 OF THE NW 1/4, THE NE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NW 1/4, THE SE 1/4 OF THE NW 1/4, OF SECTION 32, T5N, R3E OF THE 4TH P.M., CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN

LEGEND

- BOUNDARY LINE
- SECTION LINE
- QUARTER SECTION LINE
- ADJACENT PROPERTY LINE
- CENTER LINE OF ROADWAY
- RIGHT-OF-WAY (R/W)
- CORPORATE LIMITS LINE
- ORIGINAL BLOCK LINE

- SET 3/4" X 18" REBAR - WT = 1.50 #/L.F.
- 3/4" DIA. REBAR FOUND
- 1" DIA. IRON PIPE FOUND
- 1-1/4" DIA. REBAR FOUND
- QUIT CLAIM LOCATION (7 Total)
- RECORDED AS

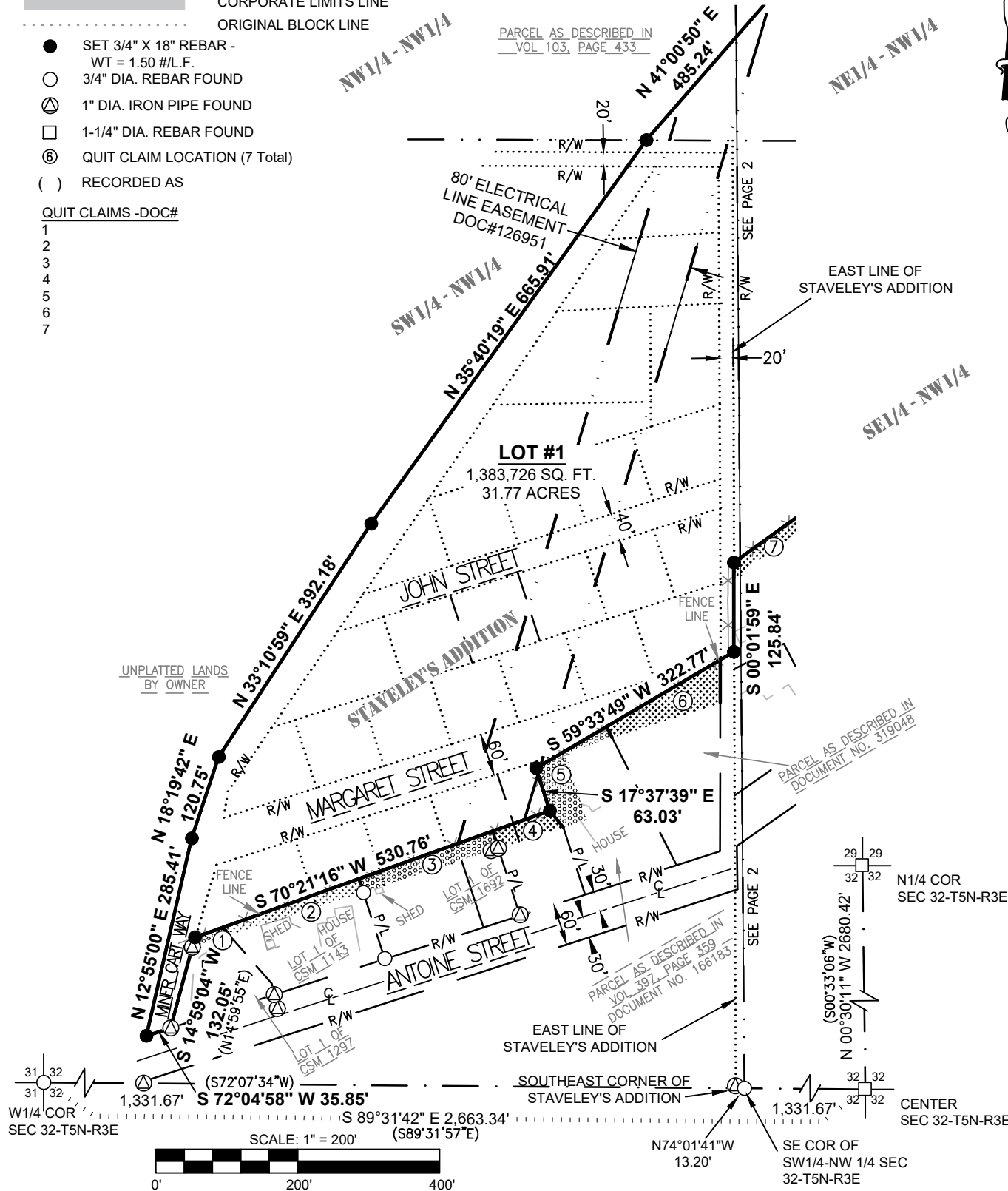
QUIT CLAIMS - DOC#

- 1
- 2
- 3
- 4
- 5
- 6
- 7

PRELIMINARY

FOR RECORDING PURPOSES

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NW1/4 OF SECTION 32-T5N-R3E, WHICH BEARS N 00°30'11" W IN THE IOWA COUNTY COORDINATE SYSTEM (NAD 83(2011)).



PROFESSIONAL CIVIL & STRUCTURAL ENGINEERING • SURVEYING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CADD SERVICES
875 SOUTH CHESTNUT STREET
PLATTEVILLE, WISCONSIN 53818

FOR: CITY OF MINERAL POINT
137 HIGH STREET, SUITE 1
MINERAL POINT, WI 53565

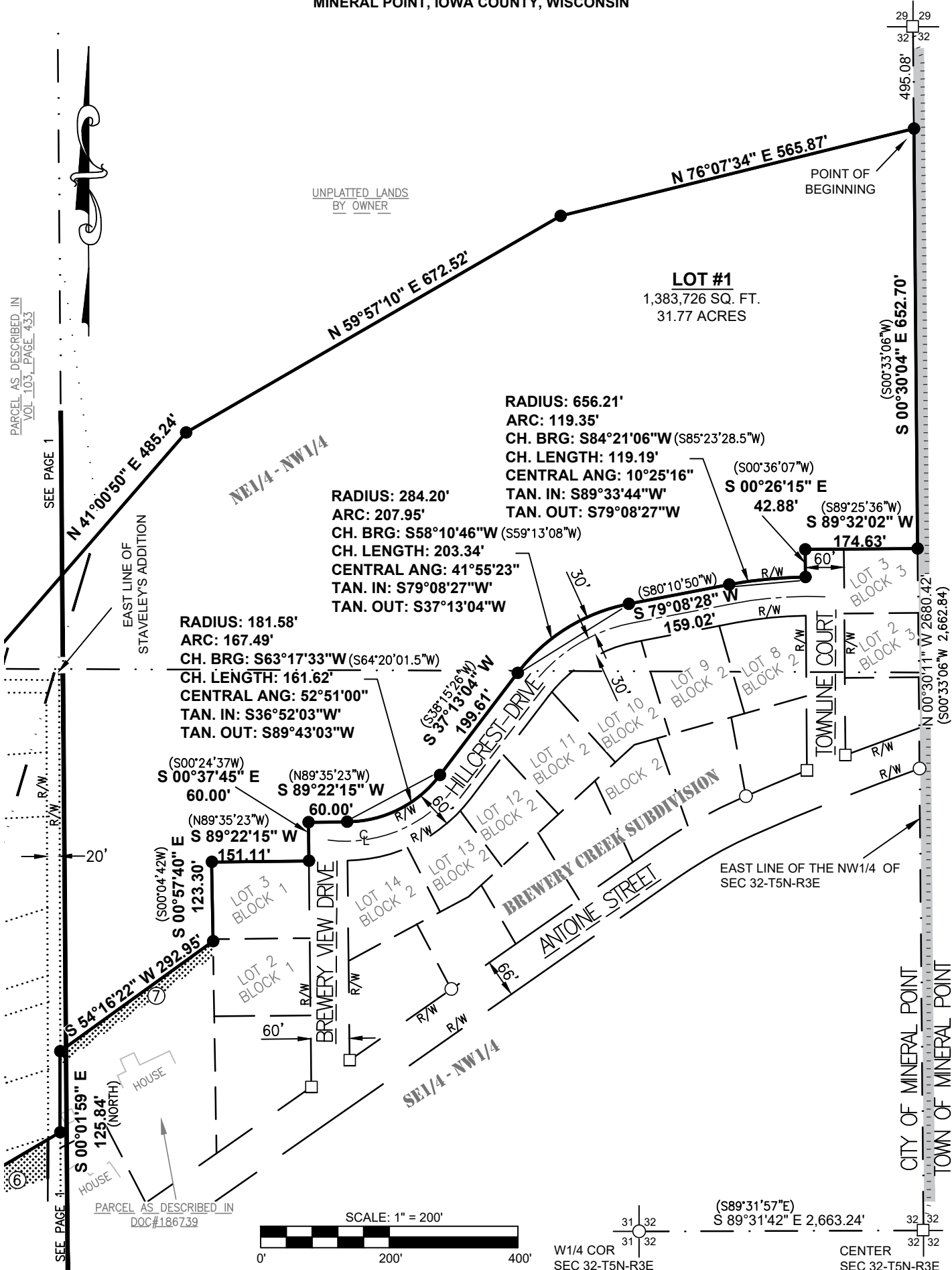
DELTA 3 PROJECT NO.: D24-103
DATA LOCATION: D24-103\CIVIL\CADD\CSM

DATE(S) OF FIELDWORK: 07/26/2024, 08/20/2024
FIELD CREW: A. LOEFFELHOLZ
DRAWN BY: A. LOEFFELHOLZ
REVIEWED BY: S. KING, A. LOEFFELHOLZ

COUNTY SURVEY MAP NO. _____
CERTIFIED SURVEY MAP

LOCATED IN PART OF STAVELEY'S ADDITION AND IN THE NW 1/4 OF THE NW 1/4, THE
NE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NW 1/4, THE SE 1/4 OF THE NW 1/4, OF
SECTION 32, T5N, R3E OF THE 4TH P.M., CITY OF
MINERAL POINT, IOWA COUNTY, WISCONSIN

N1/4 COR
SEC 32-T5N-R3E





DELTA 3
PROFESSIONAL CIVIL & STRUCTURAL ENGINEERING • SURVEYING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CADD SERVICES
875 SOUTH CHESTNUT STREET
PLATTEVILLE, WISCONSIN 53818
PHONE: (608) 348-5355

FOR: CITY OF MINERAL POINT
137 HIGH STREET, SUITE 1
MINERAL POINT, WI 53565

DATE(S) OF FIELDWORK: 07/26/2024, 08/20/2024
FIELD CREW: A. LOEFFELHOLZ
DRAWN BY: A. LOEFFELHOLZ
REVIEWED BY: S. KING, A. LOEFFELHOLZ

DELTA 3 PROJECT NO.: D24-103
DATA LOCATION: D24-103\CIVIL\CAD\CSM

SHEET 2 OF 4

COUNTY SURVEY MAP NO. _____

CERTIFIED SURVEY MAP

LOCATED IN PART OF STAVELEY'S ADDITION AND IN THE NW 1/4 OF THE NW 1/4, THE
NE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NW 1/4, THE SE 1/4 OF THE NW 1/4, OF
SECTION 32, T5N, R3E OF THE 4TH P.M. , CITY OF
MINERAL POINT, IOWA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, STANLEY J. KING, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THIS CERTIFIED SURVEY MAP, LOCATED IN PART OF STAVELEY'S ADDITION AND IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4), THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4), THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4), AND THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-TWO (32), TOWN FIVE NORTH (T5N), RANGE THREE EAST (R3E) OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, CONTAINING 31.77 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER (N1/4) CORNER OF SAID SECTION THIRTY-TWO (32);

THENCE SOUTH 00°30'04" EAST 495.08 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE POINT OF BEGINNING;

THENCE SOUTH 00°30'04" EAST 652.70 FEET TO THE NORTHEAST CORNER OF LOT #3 OF BLOCK 3, BREWERY CREEK SUBDIVISION;
THENCE SOUTH 89°32'02" WEST 174.63 FEET ALONG THE NORTH LINE OF SAID LOT #3 TO THE WEST RIGHT-OF-WAY OF TOWNLINE COURT;
THENCE SOUTH 00°26'15" EAST 42.88 FEET ALONG THE WEST RIGHT-OF-WAY OF TOWNLINE COURT TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF HILLCREST DRIVE;

THENCE 119.35 FEET ALONG SAID NORTH RIGHT-OF-WAY ON AN ARC OF A CURVE CONCAVE TO THE LEFT CONTAINING A RADIUS OF 656.21 FEET, A CENTRAL ANGLE OF 10°25'16", AND A CHORD BEARING AND DISTANCE OF S 84°21'06" W 119.19 FEET;

THENCE SOUTH 79°08'28" WEST 159.02 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID HILLCREST DRIVE;

THENCE 207.95 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID HILLCREST DRIVE ON AN ARC OF A CURVE CONCAVE TO THE LEFT CONTAINING A RADIUS OF 284.20 FEET, A CENTRAL ANGLE OF 41°55'23", AND A CHORD BEARING AND DISTANCE OF S 58°10'46" W 203.34 FEET;

THENCE SOUTH 37°13'04" WEST 199.61 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID HILLCREST DRIVE;

THENCE 167.49 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID HILLCREST DRIVE ON AN ARC OF A CURVE CONCAVE TO THE RIGHT CONTAINING A RADIUS OF 181.58 FEET, A CENTRAL ANGLE OF 52°51'00", AND A CHORD BEARING AND DISTANCE OF S 63°17'33" W 161.62 FEET;

THENCE SOUTH 89°22'15" WEST 60.00 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID HILLCREST DRIVE TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF BREWERY VIEW DRIVE;

THENCE SOUTH 00° 37'45" EAST 60.00 FEET ALONG THE WEST RIGHT-OF-WAY OF SAID BREWERY VIEW DRIVE TO THE NORTHEAST CORNER OF LOT #3 OF BLOCK 1, BREWERY CREEK SUBDIVISION;

THENCE SOUTH 89°22'15" WEST 151.11 FEET TO THE NORTHWEST CORNER OF SAID LOT #3;

THENCE SOUTH 00°57'40" EAST 123.30 FEET ALONG THE WEST LINE OF SAID LOT #3;

THENCE SOUTH 54°16'22" WEST 292.95 FEET TO THE EAST LINE OF A RIGHT-OF-WAY AS PLATTED IN STAVELEY'S ADDITION TO MINERAL POINT;

THENCE SOUTH 00°01'59" EAST 125.84 FEET ALONG SAID EAST RIGHT-OF-WAY;

THENCE SOUTH 59°33'49" WEST 322.77 FEET;

THENCE SOUTH 17°37'39" EAST 63.03 FEET;

THENCE SOUTH 70°21'16" WEST 530.76 FEET TO THE EAST RIGHT OF WAY OF MINERS CART WAY AS PLATTED IN SAID STAVELEY'S ADDITION TO MINERAL POINT;

THENCE SOUTH 14°59'04" WEST 132.05 FEET ALONG SAID EAST RIGHT-OF-WAY OF MINERS CART WAY ALSO BEING THE WEST LINE OF LOT 1 OF CSM 1297 TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF ANTOINE STREET;

THENCE SOUTH 72°04'58" WEST 35.85 FEET ALONG THE NORTH RIGHT-OF-WAY OF ANTOINE STREET;

THENCE NORTH 12°55'00" EAST 285.41 FEET ALONG A FENCE TO A SET #6 REBAR;

THENCE NORTH 18°19'42" EAST 120.75 FEET ALONG A FENCE TO A SET #6 REBAR;

THENCE NORTH 33°10'59" EAST 392.18 FEET ALONG A FENCE TO A SET #6 REBAR;

THENCE NORTH 35°40'19" EAST 665.91 FEET TO A SET #6 REBAR;

THENCE NORTH 41°00'50" EAST 485.24 FEET TO A SET #6 REBAR;

THENCE NORTH 59°57'10" EAST 672.52 FEET TO A SET #6 REBAR;

THENCE NORTH 76°07'34" EAST 565.87 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND THE POINT OF BEGINNING BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD AND/OR USAGE.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION, AND MAP BY THE DIRECTION OF THE CITY OF MINERAL POINT.
THERE IS NO WARRANTY WITH RESPECT TO LOCAL ORDINANCES.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION MADE THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF s. 236.34, Stats. AND THE SUBDIVISION REQUIREMENTS OF THE CITY OF MINERAL POINT, IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS _____ DAY OF, _____, 20_____.

STANLEY J. KING, S-2001
DELTA 3 ENGINEERING, INC.
875 S. CHESTNUT STREET
PLATTEVILLE, WI 53818
(608) 348-5355
KINGS@DELTA3ENG.BIZ



PROFESSIONAL CIVIL & STRUCTURAL ENGINEERING • SURVEYING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CADD SERVICES
875 SOUTH CHESTNUT STREET
PLATTEVILLE, WISCONSIN 53818

PHONE: (608) 348-5355

FOR: CITY OF MINERAL POINT
137 HIGH STREET, SUITE 1
MINERAL POINT, WI 53565

DELTA 3 PROJECT NO.: D24-103
DATA LOCATION: D24-103\CIVIL\CADD\CSM

DATE(S) OF FIELDWORK: 07/26/2024, 08/20/2024
FIELD CREW: A. LOEFFELHOLZ
DRAWN BY: A. LOEFFELHOLZ
REVIEWED BY: S. KING, A. LOEFFELHOLZ

COUNTY SURVEY MAP NO. _____

CERTIFIED SURVEY MAP

LOCATED IN PART OF STAVELEY'S ADDITION AND IN THE NW 1/4 OF THE NW 1/4, THE
NE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NW 1/4, THE SE 1/4 OF THE NW 1/4, OF
SECTION 32, T5N, R3E OF THE 4TH P.M. , CITY OF
MINERAL POINT, IOWA COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION

AS OWNER, I HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS CERTIFIED
SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE
CERTIFIED SURVEY MAP. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10
OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: MINERAL POINT
PLANNING COMMISSION, CITY OF MINERAL POINT COMMON COUNCIL.

WITNESS THE HAND AND SEAL OF SAID OWNER(S) THIS _____ DAY OF
_____, 20____.

IN PRESENCE OF:

OWNER NAME: ROBERT GOODWEILER

OWNER SIGNATURE: _____

(OWNER'S NOTARY CERTIFICATE)

STATE OF WISCONSIN)

_____ COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF

_____, 20____, THE ABOVE NAMED

_____ TO ME KNOWN TO BE THE SAME PERSON WHO

EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

(NOTARY SEAL) _____

NOTARY PUBLIC, _____,

WISCONSIN

MY COMMISSION EXPIRES _____

CITY COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP, IN THE CITY OF MINERAL POINT, BY THE CITY OF
MINERAL POINT IS HEREBY APPROVED BY THE CITY OF CITY OF MINERAL POINT.

DATE: _____ SIGNED _____

(MAYOR)

PRINTED: _____

(MAYOR)

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON
COUNCIL OF THE CITY OF MINERAL POINT.

DATE: _____ SIGNED _____

(CLERK/TREASURER)

IOWA COUNTY PLANNING AND ZONING COMMITTEE APPROVAL CERTIFICATE:

APPROVED FOR RECORDING BY THE IOWA COUNTY PLANNING AND ZONING COMMITTEE THIS

_____ DAY OF _____, 20_____.

SCOTT A. GODFREY, DIRECTOR

REGISTER OF DEEDS CERTIFICATE:

RECEIVED FOR RECORD THIS _____ DAY OF _____, 20_____ AT _____ O'CLOCK, _____.M.

AND RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS ON PAGE (S) _____.

TAYLOR CAMPBELL - REGISTER OF DEEDS



PROFESSIONAL CIVIL & STRUCTURAL ENGINEERING • SURVEYING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CADD SERVICES
875 SOUTH CHESTNUT STREET PHONE: (608) 348-5355
PLATTEVILLE, WISCONSIN 53818

FOR: CITY OF MINERAL POINT
137 HIGH STREET, SUITE 1
MINERAL POINT, WI 53565

DELTA 3 PROJECT NO.: D24-103
DATA LOCATION: D24-103\CIVIL\CADD\CSM

DATE(S) OF FIELDWORK: 07/26/2024, 08/20/2024
FIELD CREW: A. LOEFFELHOLZ
DRAWN BY: A. LOEFFELHOLZ, C.COYIER
REVIEWED BY: S. KING, A. LOEFFELHOLZ



Mineral Point, Wisconsin

12/5/2024

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Plan Commission
Department Reporting: Administration	Submitted by: Matthew Honer
Issue: Consideration of a preliminary Certified Survey Map (CSM) requested by Adam Crist, agent of AEY Holdings, LLC and TNT Real Estate, LLC and property owner of a property situated between East Lake Road and US Hwy 151 (Parcels 251-1044.02 and 251-1045.12), for the subdivision of tax parcels Parcels 251-1044.02 and 251-1045.12 from two parcels into four parcels. Action: Recommend Council approval or denial of the requested CSM. Consideration of the request of Adam Crist, agent of AEY Holdings, LLC and TNT Real Estate, LLC, and property owner of a property situated between East Lake Road and US Hwy 151 (Parcels 251-1044.02 and 251-1045.12), to rezone the property from A-1 Agricultural Preservation District to R-2 Two-Family Residential District. Action: Recommend Council approval or denial of the Ordinance 2024-09 to Amend the Zoning Code and Map of the City of Mineral Point.	
BACKGROUND/ANALYSIS: The owner is requesting the rezoning and subdivision of land between E. Lake Road and US Hwy 151 to create 4 residential lots ready for sale and development. The land is approximately 13.75 acres currently zoned A-1 Agriculture Preservation District and was annexed into the City last year. Planning and Zoning Review: The “standards for rezoning” of an A-1 district as listed in the zoning code identify that, “Decisions on petitions for rezoning land from A-1 Agriculture Preservation District shall be based on findings resulting from a comprehensive update to the City of Mineral Point Comprehensive Plan.” The Plan Commission recently updated the Comprehensive Plan by adopting a Future Land Use Map. The Future Land Use Map identifies these areas as future residential. R-2 Two-Family Residential District intends to provide low-density development of single-family and 2-family homes. The proposal appears to meet all requirements of the R-2 District and lot standards as defined by the Zoning Code This area of the City does not have public sewer services, requiring the building sites to have on-site treatment. While the City does have an interest in offering more lots, the proposal is consistent with adjacent land uses and the need for on-site treatment facilities. Additionally, the large lots are beneficial to screens and barriers considering the proximity to US Hwy 151.	
RECOMMENDATION: Approve or deny the rezone ordinance and certified survey map. Generally, ultra-low-density residential developments such as this are opposed to accepted smart growth standards. In this instance, the proposal is consistent with the adjacent development and location of the parcels. The location of these parcels limits near-term improvements that would allow increased density. The location also encourages lower-density development to accommodate traffic sounds and the need for on-site waste treatment. While increased density would be preferred, the Zoning Administrator still recommends approval of the proposal.	
FISCAL IMPACT: BUDGET Potential for increased tax base, net-new construction, and water customers.	
ATTACHMENTS: Rezone Application, Preliminary Certified Survey Map, other application and planning materials	

12/3/2024

#

Being part of the SW, SE and NE 1/4's of the NE 1/4 of Section 36,
T5N, R2E, City of Mineral Point, Iowa County, Wisconsin, to wit:



**3462 Spring Valley Road
Dodgeville, WI 53533
608-935-0294
www.fullcircleES.com**

SHEET 1 OF 2
JOB ID: 2411151C
DRAWING BY MGR
FIELD WORK COMPLETED xx/xx/2024

IOWA COUNTY CERTIFIED SURVEY MAP #

Being part of the SW, SE and NE 1/4's of the NE 1/4 of
Section 36, T5N, R2E, City of Mineral Point, Iowa County,
Wisconsin, to wit:

FOR: ADAM CRIST
MINERAL POINT, WI 53565
SITE: 950 FOUNTAIN STREET, MINERAL POINT, WI

SURVEYOR'S CERTIFICATE:
I, Michael G Rochon, professional land surveyor, hereby certify:

THAT under the direction of Adam Crist, I have surveyed, divided and mapped the following described parcel of land:

Being part of the SW, SE and NE 1/4's of the NE 1/4 of Section 36, T5N, R2E, City of Mineral Point, Iowa County, Wisconsin, to wit:

Commencing at the NE corner of said Section 36;
thence S 89°18'18" W, 1307.14' along the north line of the NE 1/4;
thence S 0°00'50" W, 611.80' along the west line of the NE 1/4 of the NE 1/4 to the POINT OF BEGINNING and to the beginning of a traverse along southerly right of way of East Lake Road;
thence N 49°42'53" E, 13.11';
thence N 85°01'52" E, 367.53';
thence N 68°50'52" E, 118.00' to the end of said traverse to the beginning of a traverse along the westerly right of way of U.S. Highway 151;
thence S 11°43'02" W, 9.70';
thence S 85°33'45" E, 214.80';
thence S 13°18'07" W, 325.74';
thence S 22°09'15" W, 589.85';
thence S 31°06'01" W, 377.76';
thence S 42°06'07" W, 259.16';
thence S 87°40'26" W, 42.72' to the end of said traverse to the beginning of a curve, concave to the east, having a central angle of 28°00'31", a radius of 354.36', and whose long chord bears N 12°13'13" W, 171.51';
thence 173.23' along the arc of said curve and along the centerline of East Lake Road;
thence N 1°47'03" E, 439.68' along the centerline of East Lake Road;
thence N 89°11'48" E, 33.00' along the north line of the SW 1/4 of the NE 1/4;
thence N 0°00'50" E, 716.46' along the west line of the NE 1/4 of the NE 1/4 to the POINT OF BEGINNING;
containing 14.32 acres, more or less.
Parcel is subject to a public right of way easement for East Lake Road.
Parcel is subject to any easements of record and/or usage.

THAT the description and plat is a correct representation of all exterior boundaries of the land surveyed and the division thereof made. That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes in surveying, dividing and mapping of the same and that the survey is correct to the best of my knowledge and belief.

Michael G Rochon, Professional Land Surveyor, S-2767Date

CITY OF MINERAL POINT
The City of Mineral Point hereby accepts this
CSM for recording.

Christy Skelding, ClerkDate

Danny Clark, MayorDate

CERTIFICATE OF IOWA CO.
REGISTER OF DEEDS

Received for recording this ____ day of
_____, 2024 at ____ o'clock __M, and
recorded in Volume ____ of Certified Survey
Maps, on Page(s) _____.

TAYLOR J CAMPBELL, IOWA CO. REGISTER OF DEEDS



FULLCIRCLE
ENGINEERING & SURVEYING

3462 Spring Valley Road
Dodgeville, WI 53533
608-935-0294
www.fullcircleES.com

SHEET 2 OF 2
JOB ID: 2411151C
DRAWING BY MGR
FIELD WORK COMPLETED xx/xx/2024

For: Adam Crist

CSM Legal Description:

Being part of the SW, SE and NE 1/4's of the NE 1/4 of Section 36, T5N, R2E, City of Mineral Point, Iowa County, Wisconsin, to wit:

Commencing at the NE corner of said Section 36;
thence S 89°18'18" W, 1307.14' along the north line of the NE 1/4;
thence S 0°00'50" W, 611.80' along the west line of the NE 1/4 of the NE 1/4 to the POINT OF BEGINNING and to the beginning of a traverse along southerly right of way of East Lake Road;
thence N 49°42'53" E, 13.11';
thence N 85°01'52" E, 367.53';
thence N 68°50'52" E, 118.00' to the end of said traverse to the beginning of a traverse along the westerly right of way of U.S. Highway 151;
thence S 11°43'02" W, 9.70';
thence S 85°33'45" E, 214.80';
thence S 13°18'07" W, 325.74';
thence S 22°09'15" W, 589.85';
thence S 31°06'01" W, 377.76';
thence S 42°06'07" W, 259.16';
thence S 87°40'26" W, 42.72' to the end of said traverse to the beginning of a curve, concave to the east, having a central angle of 28°00'31", a radius of 354.36', and whose long chord bears N 12°13'13" W, 171.51';
thence 173.23' along the arc of said curve and along the centerline of East Lake Road;
thence N 1°47'03" E, 439.68' along the centerline of East Lake Road;
thence N 89°11'48" E, 33.00' along the north line of the SW 1/4 of the NE 1/4;
thence N 0°00'50" E, 716.46' along the west line of the NE 1/4 of the NE 1/4 to the POINT OF BEGINNING;
containing 14.32 acres, more or less.
Parcel is subject to a public right of way easement for East Lake Road.
Parcel is subject to any easements of record and/or usage.

ORDINANCE NO. 2024-09

ORDINANCE TO AMEND THE ZONING CODE AND MAP OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN

WHEREAS, the Common Council of the City of Mineral Point, Iowa County, Wisconsin, has determined it appropriate to consider a proposed amendment to the Zoning Code and map of the City; and

WHEREAS, the Plan Commission of the City of Mineral Point did, on December 5, 2024, meet to hold a public hearing and make a recommendation to the Common Council relating to said proposed amendment and has recommended to the Council that such amendment be adopted; and

WHEREAS, a notice of the public hearing on said proposed amendment was published in the Mineral Point Democrat Tribune on November 21 and November 28, 2024.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, DO ORDAIN AS FOLLOWS:

Section 1. The Zoning Code and map of the City of Mineral Point are hereby amended to reclassify for zoning purposes the following described parcel of land located between East Lake Road and US Hwy 151 from A-1 Agriculture Preservation District District to R-2 Two-Family Residential District classification:

A parcel of land (10.1 Acres) being part of NE ¼ of the NE ¼, Section 36, T5N, R2E. City of Mineral Point, Iowa County, WI. Tax Parcel ID No. 251-1044.02

And

A parcel of land (3.65 Acres) being part of SE ¼ of the NE ¼, Section 36, T5N, R2E. City of Mineral Point, Iowa County, WI. Tax Parcel ID No. 251-1045.12

Section 2. This ordinance shall take effect upon its passage and publication as required by law.

Adopted and approved this 10 day of December 2024.

Dan Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

Date Adopted: _____

Date Recorded: _____

Date Published: _____

Effective Date: _____



Staff Report

Mineral Point, Wisconsin

12/9/2024

☐ New Business ☒ Unfinished Business ☐ Reports
☐ Closed Session ☐ Ordinance/Resolution

Meeting: Personnel Committee

Department Reporting: Administration

Submitted by: Matthew Honer

ISSUE: Discussion and possible action on Christmas and New Year's Holiday schedule.

BACKGROUND/ANALYSIS:

In January, the Personnel Committee discussed updating the Christmas and New Year's holiday schedule. It was discussed that: 1. Employees often take full days' vacation on Christmas Eve, 2. a poll of other communities identified that it is more common among the responding communities to have a full-paid holiday on Christmas Eve and New Year's Eve not be considered a holiday, and 3. It is more common for tax payments to be made on New Year's Eve rather than Christmas Eve. No formal action was taken in January as it was going to be considered as part of the employee handbook update. The handbook update is currently in process but not ready to be considered before the end of the year.

Christy polled all non-represented employees in October. Most employees had no preference for changing the holiday schedule. Four employees preferred full days on Christmas Eve as opposed to a full day on New Year's Eve. One employee preferred to keep it the same. One employee preferred a full day on Christmas Eve and a full day on New Year's Eve. Two employees did not respond.

RECOMMENDATION: Recommend Council adopt a recommendation to change the 2024 Holiday Schedule for a full-day Holiday on Christmas Eve and remove the half-day holiday on New Year's Eve.

FISCAL IMPACT: N/A

ATTACHMENTS:

RESOLUTION NO. 2024-11

RESOLUTION DESIGNATING CHRISTMAS EVE AND NEW YEAR’S EVE HOLIDAYS

WHEREAS, the City of Mineral Point is interested in providing service to residents, business owners, and other parties in an accessible and efficient manner; and

WHEREAS, the City of Mineral Point desires to offer a desirable work environment and benefit package to its employees; and

WHEREAS, the City of Mineral Point’s current adopted employee handbook and ordinance identifies Christmas Eve (December 24) and New Year’s Eve (January 31) as half-day vacations; and

WHEREAS, some employees have expressed a preference for a full-day holiday on Christmas Eve (December 24).

WHEREAS, the Personnel Committee has reviewed the holiday schedule and recommends City Council offer a full-day holiday on Christmas Eve (December 24) and no holiday hours on New Year’s Eve (January 31) in 2024 and evaluate the results for a potential permanent change.

NOW, THEREFORE, BE IT RESOLVED, The City of Mineral Point establishes the following holiday schedule in 2024;

Christmas Eve, December 24, will be a full-day (8 hours) holiday.

New Year’s Eve, will not be a holiday.

Adopted this 10th day of December 2024.

Dan Clark, Mayor

ATTEST:

Christy Skelding, City Clerk/Treasurer

It was moved by _____ and seconded by _____
that the foregoing resolution be adopted.

Upon roll call vote, the following voted Aye: _____

The following voted No: _____

The Mayor declared the resolution adopted.