CITY OF MINERAL POINT

Mineral Point, Wisconsin

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

AMENDED AGENDA

CITY OF MINERAL POINT COMMON COUNCIL MEETING
Tuesday, February 11, 2025, 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 January 14, 2025 meeting.
   b. Approval of monthly bills. *Finance Committee recommendation to be reported at Council meeting.*
8. **New Business.**
   a. Consideration of plans, specifications, and estimates for the Davis Street Reconstruction and other infrastructure improvements in 2025. *Streets Committee, Water/Sewer Committee, and Finance Committee recommendations to be reported at the meeting.*
   b. Consideration of updated waste hauler agreement. *Water & Sewer Committee and Finance Committee recommendations to be reported at the meeting.*
   c. Consideration of Dosing Pump Rebuild. *Water & Sewer Committee and Finance Committee recommendations to be reported at the meeting.*
   d. Consideration of Well 4 Corrosion Assessment. *Water & Sewer Committee and Finance Committee recommendations to be reported at the meeting.*
   e. Discussion and Consideration of distributing Iowa County Economic Development Funding to the Mineral Point Opera House for Marketing expenses. *Finance Committee recommendations to be reported at the meeting.*
   f. Consideration of City Administrator wage increase for 2025. *Personnel Committee recommendation to be made at the meeting.*
   g. Consideration of hiring of Alexes Liddell as a part-time Police Officer. *Personnel Committee recommends approval*.
   h. Consideration of agreement with the Mineral Point Police Association/Wisconsin Professional Police Association. *Personnel and Finance Committee recommendations to be reported at the meeting*.
   i. Consideration of General Business Security Agreement and Promissory Note for Five Points Market, LLC., a new loan from the City's Revolving Loan Fund. *Finance Committee recommendations are to be reported at the Council meeting.*
   j. Consideration of bids for financing the purchase of land for future residential development. *Finance Committee recommendations to be reported at the 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

k. Consideration of Resolution 2025-02, Resolution Authorizing Borrowing $550,000 for the Acquisition of Land for Future Development in TID #2. *Finance Committee recommendations to be reported at the meeting.*

l. Consideration of Resolution 2025-03, Resolution Authorizing the Reorganization of Water, Sewer, and General Obligation Debt. *Finance Committee recommendations to be reported at the meeting.*

9. Adjourn.

Join the meeting now, Meeting ID: 220 486 881 547, Passcode: gn9BD7VP

Dial in by phone: +1 872-256-4172,,792691480# Phone conference ID: 792 691 480#

Agenda Posted and Distributed: Thursday, February 6, 2025.
Amended Agenda Posted and Distributed: Friday, February 7, 2025.

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.

MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING
Tuesday, January 14, 2025 – 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	Present
McKeon	Present		Allendorf	Present
Martin	Present		Galle	Present
Others Present: Administrator Honer, Clerk-Treasurer Skelding, Fire Chief Deven Walrack, Police Chief Bob Weier, Library Director Diane Palzkill, Dirrick Wahl, Kim Mohlmann, Carole Spelic, Tom McGuire, Pat Reilly, Ryan (no last name)				

PERSONS DESIRING TO BE HEARD

Tom McGuire – 315 Harris St: Stated his concerns regarding the purchase of the property from Robert and Edith Goodweiler. He believes the purchase of the property should be held off. Also would like to show what it takes to improve safety on Shakerag Street.

MAYOR'S CORRESPONDENCE – None.

ADMINISTRATOR'S REPORT – None.

CLERK-TREASURER'S CORRESPONDENCE – None.

CONSENT AGENDA

a. Approval of December 10, 2024 Minutes and Proceedings.
b. Approval of monthly bills.

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

Motion (Allendorf/Martin) to approve the consent agenda as presented. Motion carried, all voting aye (8-0).

NEW BUSINESS

DISCUSSION AND CONSIDERATION OF INCREASING CURRENT AND FUTURE PART-TIME POLICE OFFICER WAGES TO $25.00/HR, FOLLOWING A TRAINING/PROBATIONARY PERIOD WITH A WAGE OF $22.00/HR.

Personnel Committee recommends approval.

Motion (Weier/Burrows) to approve increasing current and future part-time police officer wages to $25.00/hr, following a training/probationary period with a wage of $22.00/hr. Motion carried by roll call, all voting aye (8-0).

DISCUSSION AND CONSIDERATION OF AN OFFER TO PURCHASE LAND FROM ROBERT V. GOODWEILER AND EDITH L. GOODWEILER LOCATED BETWEEN SHAKE RAG STREET AND ANTOINE STREET.

Administrator Honer stated that the City's attorney completed the draft offer to purchase. The terms of the offer to purchase are $533,375 for 35.67 acres of undeveloped land, and the four existing buildable lots that are fronting Antoine Street that were part of the original development by the Goodweilers that have not sold yet. The City will also install a fencing on the northern boundary.

If the offer to purchase is approved and accepted by the Goodweilers, the City will then record the CSM and obtain the warranty deed.

The City's concept plan includes the construction of infrastructure to access the existing 11 lots that have already been subdivided, the creation of 51 additional buildable lots, and two out lots to accommodate stormwater. The City will also purchase 9 acres of land that is unlikely to be able to be developed in the future.

Funding would be done through borrowing against future tax revenue within the TID district. In 2024, the TID created $53,000 in revenue.

Administrator Honer has received two quotes back from banks on potential interest rates. One of the banks acknowledged that this is taxable borrowing and has given a rate closer to 6.3%.

The Finance Committee recommends approval.

Motion (Allendorf/Galle) to present an offer to purchase land from Robert V. Goodweiler and Edith L. Goodweiler located between Shake Rag Street and Antoine Street. Motion carried by roll call, all voting aye with Alder McKeon voting no (7-1).

<u>APPROVAL OF ORDINANCE 2025-01 TO AMEND SECTION 50.06(A)(4) OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, REGARDING YARD WASTE AND BRUSH.</u>

The Ordinance and Claims committee recommends approval of this amendment. This amendment is revising the definition of yard waste in the ordinance. This is an update of the ordinance to match the resolution that was passed in 2024.

This amendment states that leaves are considered yard waste and will not be picked up. City staff will update the ordinance with the recommended language to include scheduled leaf pick-up days in the fall.

Motion (Burrows/McKeon) to approve Ordinance 2025-01, amending section 50.06(A)(4) of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, regarding yard waste and brush, with an amendment to include leaf pick-up. Motion carried, all voting aye (8-0).

<u>APPROVAL OF ORDINANCE 2025-02 TO AMEND SCHEDULE II OF CHAPTER 73 OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, RELATING TO A STOP SIGN AT THE INTERSECTION OF WATER STREET AND NICHOLS STREET.</u>

The Ordinance and Claims committee recommends approval of this amendment. This was a recommendation from the High Street project, but there was no ordinance relating to it.

Motion (Martin/Graber) to approve Ordinance 2025-02, amending Schedule II of Chapter 73 of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, relating to a stop sign at the intersection of Water Street and Nichols Street. Motion carried, all voting aye (8-0).

<u>APPROVAL OF ORDINANCE 2025-03 TO AMEND SCHEDULES III AND V, AND FORFIETURE IN CHAPTER 74: PARKING SCHEDULE OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN.</u>

The Ordinance and Claims committee recommends approval of this amendment. The following "No Parking" areas are noted below:

Alice Street: From Mineral Street to Garden Street. No parking on either side.

Copper Street: From Shake Rag Street to Merry Christmas Lane. No parking on either side.

Front Street, North Side: From Cothern Street to South Iowa Street. No parking from 7:30 a.m. to 4:00 p.m. on school days.

Henry Street: From High Street to Fountain Street. No parking on the east side of the street. No parking on the west side of the street from 2:00 a.m. to 6:00 a.m.; from November 15 until April 1.

South Iowa Street, East Side: From Front Street to Maiden Street. No parking from 7:30 a.m. to 4:00 p.m. on school days.

Maiden Street: Fron the east edge of the property at 319 Maiden Street to Front Street. No parking on the north side of the street, with the exception of the two parking stalls reserved for persons with disabilities.

S. Wisconsin Street: From 9th Street to 8th Street. No parking on either side.

Parking ticket increase from $10 to $25.

Motion (Graber/Christensen) to approve Ordinance 2025-03, amending Schedules III and V, and forfeiture in Chapter 74: Parking Schedule of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin. Motion carried, all voting aye (8-0).

APPROVAL OF ORDINANCE 2025-04 TO AMEND SECTION 92.05 OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, REGARDING TREE LIMBS AS A PUBLIC NUISANCE AFFECTING PEACE AND SAFETY AND SPECIAL ASSESSMENT FOR WEED REMOVAL AND TRIMMING ON PRIVATE PROPERTY.

The Ordinance and Claims committee recommends approval of this amendment.

Motion (Weier/McKeon) to approve Ordinance 2025-04 to amend section 92.05 of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, regarding tree limbs as a public nuisance affecting peace and safety and special assessment for weed removal and trimming on private property. Motion carried, all voting aye (8-0).

APPROVAL OF ORDINANCE 2025-05 TO AMEND SECTIONS 130.033(B) AND 130.035 OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, DEFINING MOTOR VEHICLES AND AMENDING LANGUAGE REGARDING LITTERING.

The Ordinance and Claims committee recommends approval of this amendment.

The amendment in Section I utilizes the state definition of motor vehicle. The amendment in Section II added brush, yard waste, etc. to the littering definition.

Motion (Galle/Graber) to approve Ordinance 2025-05 to amend sections 130.033(B) and 130.035 of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, defining motor vehicles and amending language regarding littering. Motion carried, all voting aye (8-0).

APPROVAL OF ORDINANCE 2025-06 TO AMEND SECTIONS 130.066(A), 130.067(A), AND 130.068(A) OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, REGARDING VALUE THRESHOLDS OF PROPERTY OFFENSES.

The Ordinance and Claims committee recommends approval of this amendment.

The value threshold was increased in this ordinance to $750, and damage to property was added.

Motion (Allendorf/Martin) to approve Ordinance 2025-06 to amend sections 130.066(A), 130.067(A), and 130.068(A) of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, regarding value thresholds of property offenses. Motion carried, all voting aye (8-0).

APPROVAL OF RESOLUTION 2025-01, DISALLOWING A CLAIM AGAINST THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN BY PAUL MOHLMANN SEEKING REIMBURSEMENT FOR PROPERTY DAMAGE.

This was the result of a tree falling on Wisconsin Street. A claim was made to the City's insurance and it was determined there was no negligence on the City's part. This was a healthy tree, which fell due to a storm. The City attorney and insurance agent recommended proceeding to disallow this claim.

Motion (Weier/Burrows) to approve disallowing a claim against the City of Mineral Point, Iowa County, Wisconsin by Paul Mohlmann seeking reimbursement for property damage. Motion carried, all voting aye with Alder Galle abstaining (7-0-1).

<u>MOTION TO CONVENE IN CLOSED SESSION VIA ROLL CALL VOTE PURSUANT TO WIS. STATS. §19.85(1)(b) FOR CONSIDERATION OF DISMISSAL, DEMOTION, OR DISCIPLINE OF A PUBLIC EMPLOYEE.</u>

Motion (Weier/McKeon) to convene in closed session at 6:35 p.m. Motion carried by roll call, all voting aye (8-0).

Motion (Burrows/Christensen) to reconvene in open session at 7:10 p.m. Motion carried by roll call, all voting aye (8-0).

The Personnel Committee met on this matter on Monday, and proposes the recommendation to terminate employment for Paul Mohlmann.

Motion (Burrows/Allendorf) to terminate Paul Mohlmann as Streets Foreman and an employee with the City of Mineral Point, as recommended by the Personnel Committee, effective immediately. Motion carried by roll call, all voting aye with Alder Galle and Alder Graber abstaining (6-0-2).

<u>ADJOURNMENT</u>
Motion (Galle/McKeon) to adjourn at 7:13 p.m. Motion carried, all voting aye (8-0).

____
Matthew Honer, City Administrator
Approved:

PROCEEDINGS

CITY OF MINERAL POINT COMMON COUNCIL MEETING
Tuesday, January 14, 2025 – 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	Present
McKeon	Present		Allendorf	Present
Martin	Present		Galle	Present
Others Present: Administrator Honer, Clerk-Treasurer Skelding, Fire Chief Deven Walrack, Police Chief Bob Weier, Library Director Diane Palzkill, Dirrick Wahl, Kim Mohlmann, Carole Spelic, Tom McGuire, Pat Reilly, Ryan (no last name)				

PERSONS DESIRING TO BE HEARD

Tom McGuire – 315 Harris St: Stated his concerns regarding the purchase of the property from Robert and Edith Goodweiler. He believes the purchase of the property should be held off. Also would like to show what it takes to improve safety on Shakerag Street.

MAYOR'S CORRESPONDENCE – None.

ADMINISTRATOR'S REPORT – None.

CLERK-TREASURER'S CORRESPONDENCE – None.

CONSENT AGENDA

a. Approval of December 10, 2024 Minutes and Proceedings.
b. Approval of monthly bills.

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

Motion (Allendorf/Martin) to approve the consent agenda as presented. Motion carried, all voting aye (8-0).

NEW BUSINESS

DISCUSSION AND CONSIDERATION OF INCREASING CURRENT AND FUTURE PART-TIME POLICE OFFICER WAGES TO $25.00/HR, FOLLOWING A TRAINING/PROBATIONARY PERIOD WITH A WAGE OF $22.00/HR.

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MOTION TO CONVENE IN CLOSED SESSION VIA ROLL CALL VOTE PURSUANT TO WIS. STATS. §19.85(1)(b) FOR CONSIDERATION OF DISMISSAL, DEMOTION, OR DISCIPLINE OF A PUBLIC EMPLOYEE.

Motion (Weier/McKeon) to convene in closed session at 6:35 p.m. Motion carried by roll call, all voting aye (8-0).

Motion (Burrows/Christensen) to reconvene in open session at 7:10 p.m. Motion carried by roll call, all voting

aye (8-0).

Motion (Burrows/Allendorf) to terminate Paul Mohlmann as Streets Foreman and an employee with the City of Mineral Point, as recommended by the Personnel Committee, effective immediately. Motion carried by roll call, all voting aye with Alder Galle and Alder Graber abstaining (6-0-2).

ADJOURNMENT
Motion (Galle/McKeon) to adjourn at 7:13 p.m. Motion carried, all voting aye (8-0).

____
Matthew Honer, City Administrator
Approved:

Council Check Report
Tuesday, February 11, 2025

	Regular	Manual	Pay Apps	Total
Pooled Cash - General	32,399.21	41,273.48		**73,672.69**
Pooled Cash - Library	4,944.29	4,423.00		**9,367.29**
Pooled Cash - Debt Service	65,327.50			**65,327.50**
Pooled Cash- Outlay Fund	719.00			
Pooled Cash - Capital Projects	45,716.50			**45,716.50**
Pooled Cash - Water	2,825.17	7,048.26		**9,873.43**
Pooled Cash - Sewer	3,401.33	9,225.36		**12,626.69**
Pooled Cash-TID #2	5,227.50			**5,227.50**
Pooled Cash- ARPA	33,468.07			
Pooled Cash- Revolving Loan Fund	25,000.00			
Sewer Loan Checking	2,560.00			**2,560.00**
Police/City Garage Fund				
MP Summer Rec				**-**
DARE Program				**-**
Capital Project Checking-MCB				**-**
Total	**$ 221,588.57**	**$ 61,970.10**	**$ -**	**$ 283,558.67**

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

Opinion of Probable Costs

Total Construction

Date: February 4, 2025

Project: Proposed 2025 Infrastructure Improvements - Davis Street

Village/City/Town: **Mineral Point**
State: **Wisconsin**
Street/Easement Name: **Davis Street**
From: Pine Street
To: Chestnut Street

Construction, Contingency, and Engineering:	Total
1. Sanitary Sewer	**$0.00**
2. Water Main	**$186,000.00**
►Pine Street to Chestnut Street	
- 8" Water Main - *640 l.f.*	
- 8" Gate Valve - *1 each*	
- Hydrant - *1 each*	
- Replace/New Water Service - *8 each*	
- Rock Excavation - *380 c.y.*	
3. Storm Sewer	**$0.00**
4. Street - 700 l.f.	**$254,000.00**
►Pine Street to Chestnut Street - *32' Back of Curb to Back of Curb*	
- Excavation (15")	
- Geogrid - *2,200 s.y.*	
- Breaker Run (6")	
- CABC (6")	
- 24" Curb and Gutter - *1,175 l.f.*	
- 4" Concrete Sidewalk - *2,625 s.f.*	
- 6" Concrete Driveway - *625 s.f.*	
- Concrete Steps - *0 s.f.*	
- Concrete Retaining Wall - *0 l.f.*	
- Hot Mix Asphalt Pavement (3")	
- Tree and Stump Removal - *0 each*	
- Landscaping	

TOTAL = $440,000.00

EVERY ANGLE COVERED

Platteville, Wisconsin
Dubuque, Iowa
P 608.348.5355
P 563.542.9005
E mail@delta3eng.biz
W www.delta3eng.biz

Opinion of Probable Costs

Total Construction

Date: January 15, 2025

Project: Proposed Infrastructure Improvements -

Village/City/Town: **Mineral Point**
State: **Wisconsin**
Street/Easement Name: Washington Street
From: Pine Street
To: Wisconsin Street

Construction, Contingency, and Engineering:	Total
1. Sanitary Sewer	**$0.00**
2. Water Main	**$109,750.00**
- 6" Water Main - *415 l.f.*	
- Water Valves - *1 each*	
- Replace Hydrant Lead - *1 each*	
- Replace Water Service - *5 each*	
- Rock Excavation - *200 c.y.*	
3. Storm Sewer	**$0.00**
4. Street Construction	**$48,250.00**
- Pavement Patching	
TOTAL =	**$158,000.00**

EVERY ANGLE COVERED

Platteville, Wisconsin
Dubuque, Iowa
P 608.348.5355
P 563.542.9005
E mail@delta3eng.biz
W www.delta3eng.biz

Opinion of Probable Costs

Date: January 15, 2025

Total Construction

Project: Proposed Infrastructure Improvements -

Village/City/Town: **Mineral Point**
State: **Wisconsin**
Street/Easement Name: Wisconsin Street
From: Washington Street
To: Mineral Street

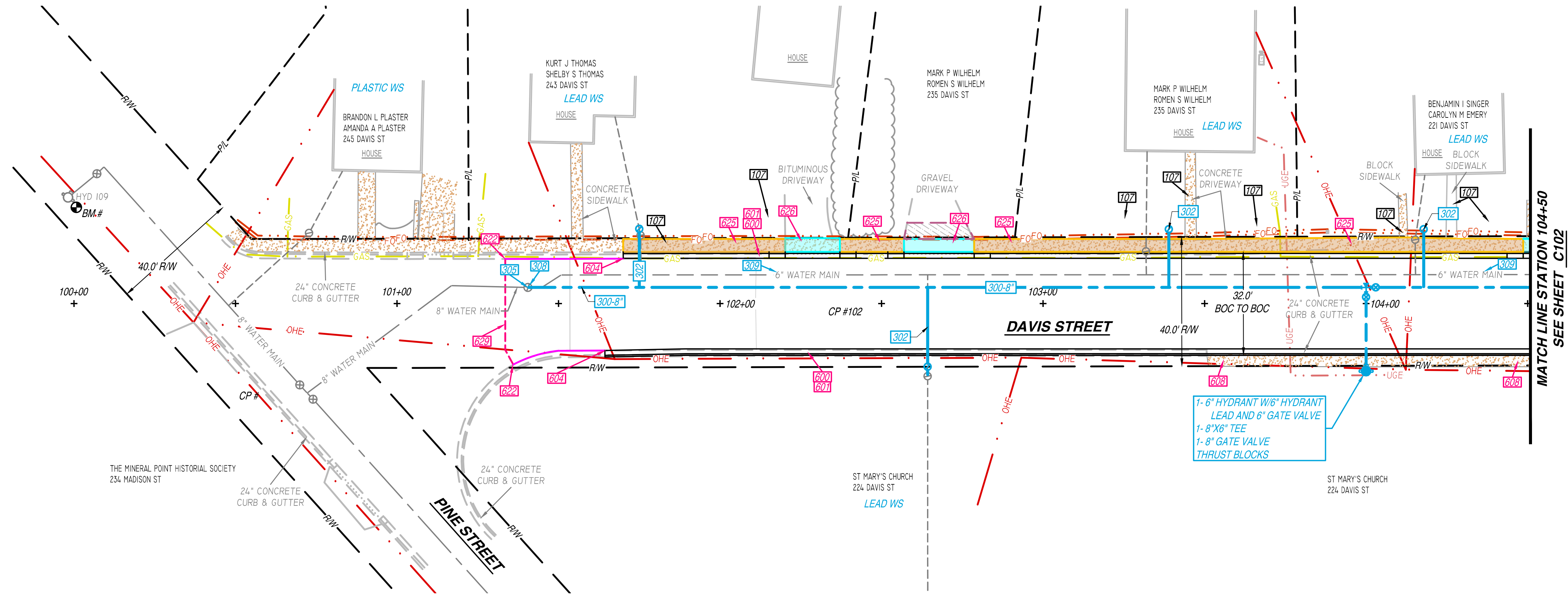
Construction, Contingency, and Engineering:	Total
1. Sanitary Sewer	**$0.00**
2. Water Main	**$80,250.00**
- 6" Water Main - *350 l.f.*	
- Water Valves - *1 each*	
- Replace Water Service - *2 each*	
- Rock Excavation - *150 c.y.*	
3. Storm Sewer	**$0.00**
4. Street Construction	**$41,750.00**
- Pavement Patching	
TOTAL =	**$122,000.00**

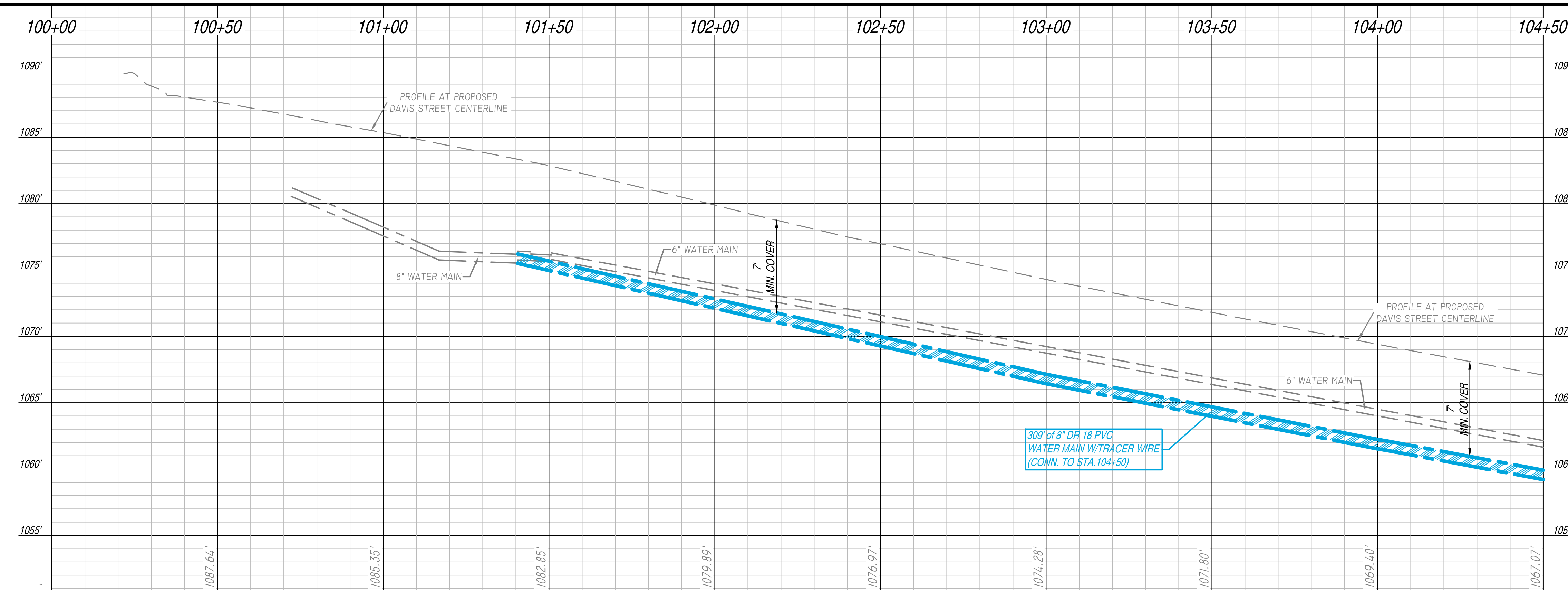
EVERY ANGLE COVERED

BENCH MARK TABLE			
BM NO.	DESCRIPTION	LOCATION	ELEVATION
BM #	TOP NUT OF FIRE HYDRANT	-	-'
BM #	TOP NUT OF FIRE HYDRANT	-	-'

SCALE: 1"=40' (11"x17")

0 10 20 30





ENGINEER:

DELTA 3

EVERY ANGLE COVERED

PROFESSIONAL CIVIL, MUNICIPAL, & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CADD SERVICES

875 SOUTH CHESTNUT STREET PLATTEVILLE, WISCONSIN 53818 PHONE: (608) 348-5355

898 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-9005

FOR QUESTIONS REGARDING THIS PROJECT, PLEASE CONTACT:

MR. MARK DIGMAN, P.E.
DELTA 3 ENGINEERING, INC.
TELEPHONE: (608) 348-5355

PROPOSED 2025 INFRASTRUCTURE IMPROVEMENTS

MINERAL POINT, WI

PROJECT LOCATION: DAVIS STREET
OWNER: CITY OF MINERAL POINT

REVISIONS:		
NO.	DATE	DESCRIPTION

AS-BUILT: --/--/---- BY: -.-----

PRELIMINARY

PROJECT NUMBER	D23-205
SHEET SCALE	SEE BAR SCALE
DRAWN BY	C.COYIER
DATE ISSUED	JANUARY 28, 2025
SHEET DESC.	PLAN & PROFILE - DAVIS STREET

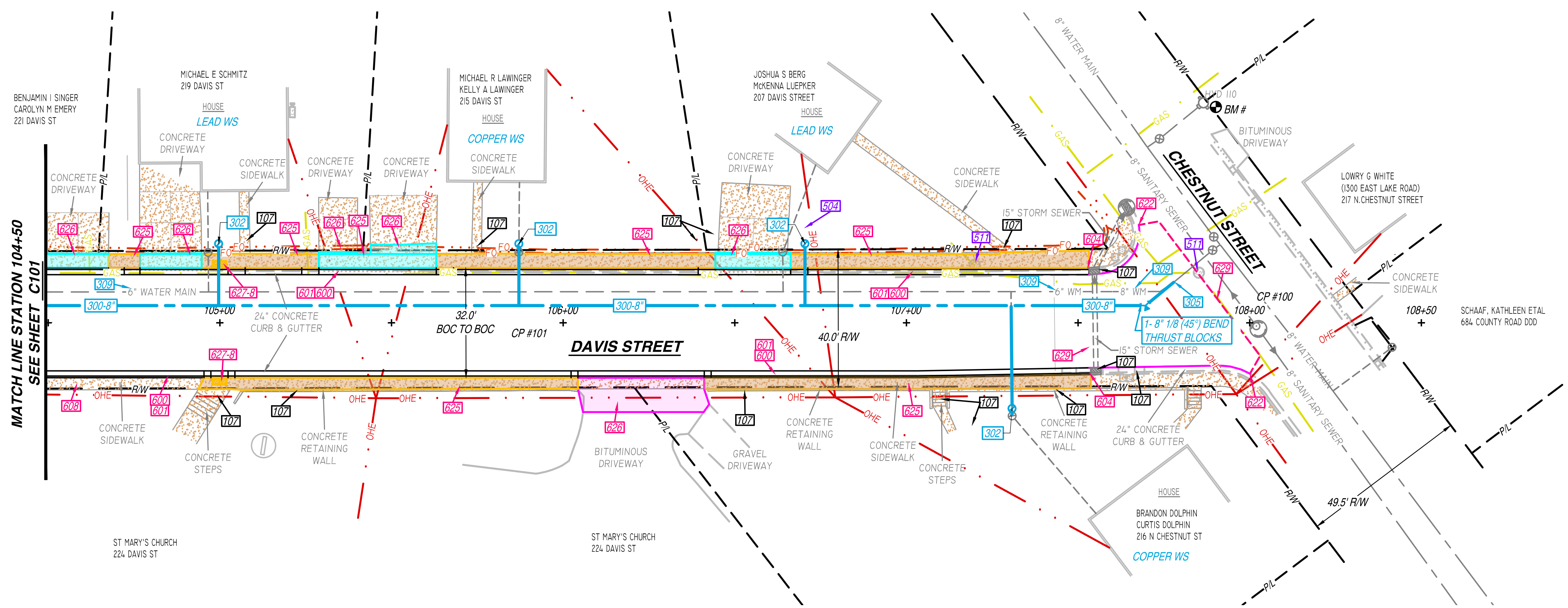
SHEET TITLE:

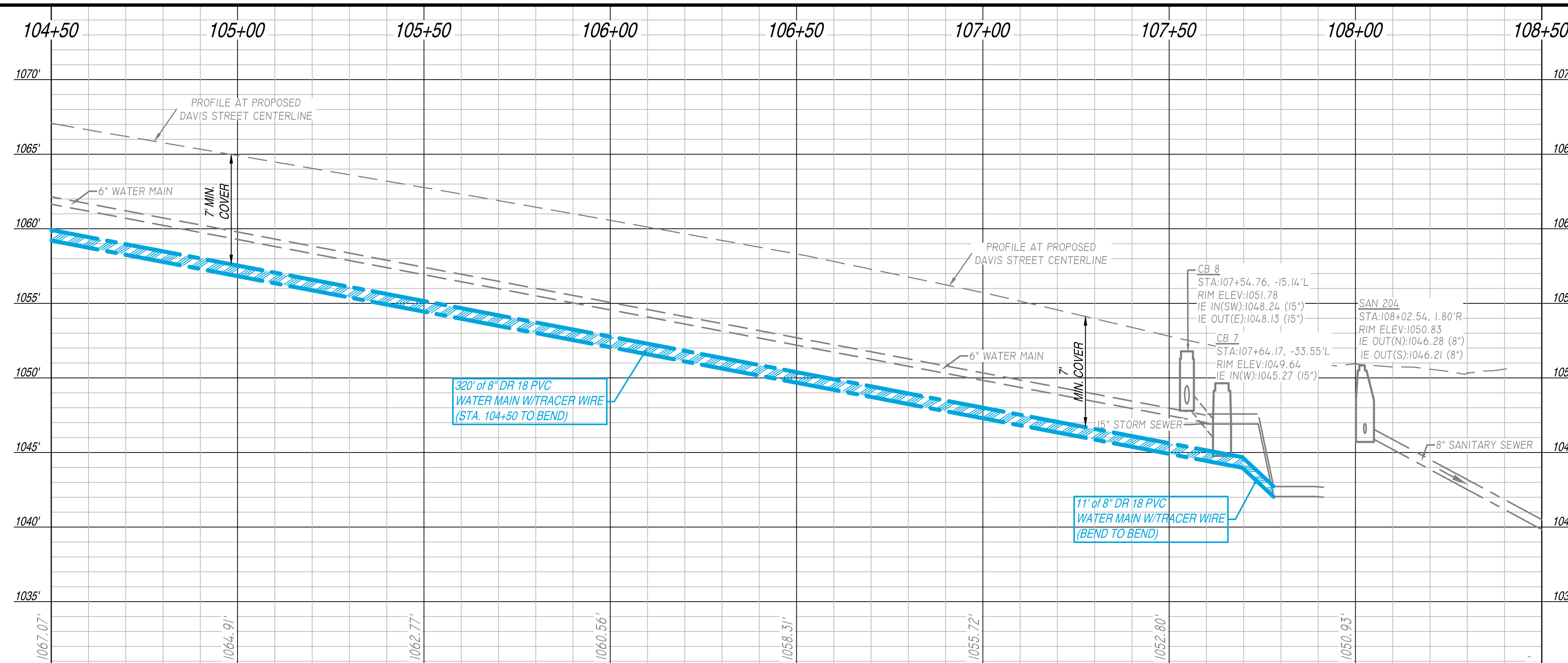
C101

SHEET NUMBER # 1 of ###

BENCH MARK TABLE			
BM NO.	DESCRIPTION	LOCATION	ELEVATION
BM #	TOP NUT OF FIRE HYDRANT	-	-'
BM #	TOP NUT OF FIRE HYDRANT	-	-'

SCALE: 1"=40' (11"x17")
0 10 20 30





ENGINEER:

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL, & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CADD SERVICES

875 SOUTH CHESTNUT STREET, PLATTEVILLE, WISCONSIN 53818 — PHONE: (608) 348-5355
898 JACKSON STREET, DUBUQUE, IOWA 52001 — PHONE: (563) 542-9005

FOR QUESTIONS REGARDING THIS PROJECT, PLEASE CONTACT:

MR. MARK DIGMAN, P.E.
DELTA 3 ENGINEERING, INC.
TELEPHONE: (608) 348-5355

PROPOSED 2025 INFRASTRUCTURE IMPROVEMENTS

MINERAL POINT, WI

PROJECT LOCATION: DAVIS STREET
OWNER: CITY OF MINERAL POINT

REVISIONS:		
NO.	DATE	DESCRIPTION

AS-BUILT: --/--/---- BY: -.-----

PRELIMINARY

PROJECT NUMBER	D23-205
SHEET SCALE	SEE BAR SCALE
DRAWN BY	C.COYIER
DATE ISSUED	JANUARY 28, 2025
SHEET DESC.	PLAN & PROFILE - DAVIS STREET

SHEET TITLE:
C102

Outlook

Waste Hauler Agreement

From Nate Fosbinder <utilities@cityofmineralpointwi.gov>
Date Wed 1/29/2025 3:14 PM
To Matthew Honer <administrator@cityofmineralpointwi.gov>

2 attachments (49 KB)
Discharge Permit.docx; Discharge permit 2025.docx;

Matt,
Attached are the old agreement and the new drafted agreement. Intention would be to adopt the new one. The rates were raised from \$.05249/gallon to \$.06/gallon for septic waste and from \$.02/gallon to \$.025/gallon for holding waste. Other language was cleared up and organized.

Thank you,

Nate Fosbinder
Water/Sewer Superintendent | City of Mineral Point
Phone: 608-987-8088
Cell: 608-574-2166
Email: utilities@cityofmineralpointwi.gov
Address: 137 High St., Ste 1, Mineral Point, WI 53565
www.cityofmineralpoint.com

Septic Hauler Discharge Permit

The City of Mineral Point (City) herby grants to the septic hauler (Hauler) listed below, the right to discharge holding and septic waste into the public sanitary system of the City of Mineral Point, under the following terms and conditions:

1) The City will require samples to be taken of every load brought into the City for unloading. All discharging will be at the Wastewater Treatment Plant in the specified area.
2) All Haulers will be required to notify the Utility Superintendent when they will be arriving, to verify information. The City will supply paperwork and sampling supplies that each Hauler will need to complete when unloading at the Wastewater Treatment Plant.
3) Waste discharging will typically only be allowed Wednesday-Friday during business hours (subject to change).
4) The total discharged waste into the public sanitary sewer system of the City of Mineral Point shall not exceed the following:
   Holding waste: A maximum limit of 40,000 gallons per day may be accepted (subject to operator discretion). Each individual hauler may not exceed 10,000 gallons per day.
   Septic waste: A maximum limit of 20,000 gallons per day may be accepted (subject to operator discretion). Each individual hauler may not exceed 10,000 gallons per day.
5) The City will not accept any of the following: grease, gasoline, oil, acid, alkali, rags, volatile or flammable liquids, industrial waste, earth and sand.
6) Any person dumping in an unauthorized location or unacceptable waste shall be fined up to $5,000.00 per violation.
7) All waste brought into the City of Mineral Point public sanitary sewer system shall not exceed a pollutant concentration of 500 milligrams per liter (mg/L) per day of Biochemical Oxygen Demand (BOD); 500 mg/l per day of Total Suspended Solids (TSS); 225 mg/l of Total Phosphorus (TP); 15 mg/l of Ammonia Nitrogen (NH3-N); and 395 mg/l of Chloride.

   The City will enforce the surcharge amount for any discharge exceedances as per section 52.37 of its Sewer Use Ordinance. ***<u>* ALL CONCENTRATIONS AND LOADING ARE SUBJECT TO CHANGE WITH ANY REVISION OF THE CITY'S WPDES PERMIT</u>.***

BOD5	\$0.70/# BOD_5	
TSS	\$0.60/# TSS	
Ammonia nitrogen	\$1.50/# NH_3-N	
Phosphorus	\$7.00/# P	
Chloride	\$3.00/# Cl	
Plus, the applicable fixed service charge.		

8) Violation of the Sewer Use Ordinance or disruption to the City's wastewater treatment process or facilities will not be tolerated. Such violations or disruptions to include, but not be limited to, the following: excess chemical discharges, toxic discharges, or any discharges as described in Section 52.37 of the sewer Use Ordinance. Any violator shall pay a penalty of $5,000.00 per

violation or disruption to the City's Wastewater Treatment Plant process and facilities. Violators will also not be allowed back to discharge waste into the City's public sanitary sewer system.

9) Septic waste charge is $60.00/1000 gallons
10) Holding waste charge is $25.00/1000 gallons
11) Haulers will be billed each month for holding and/or septic and will be subject to a $15.00 administration fee per month of hauling in the City.
12) Any Industrial Hauler disposing of waste must carry and furnish liability insurance in the amount of $100,000.00 to protect any person or property from injury or damage.
13) The person disposing of waste agrees to identify and save harmless the City from all liability and claims of damages arising out of or resulting from work and labor performed.

Please sign permit and return to City of Mineral Point City Clerk at the following address or return via email at cityclerk@cityofmineralpointwi.gov and utilities@cityofmineralpointwi.gov.

City of Mineral Point
City Clerk
137 High Street, Suite 1
Mineral Point, WI 53565

I have read and understand the following terms of the permit for The City of Mineral Point.

Company Name: ____________________________

License Number: ____________________________

Name (Print): ____________________________

Signature: ____________________________

Billing Address: ____________________________

____

____

Outlook

Dosing pump Rebuild

From Nate Fosbinder <utilities@cityofmineralpointwi.gov>
Date Thu 1/30/2025 9:56 AM
To Matthew Honer <administrator@cityofmineralpointwi.gov>

1 attachment (175 KB)
Sabel Dosing Pump Rebuild.pdf;

Matt,

Attached is the rebuild estimate from Sabel Mechanical. This price does not include labor for re-installation, it is only parts and labor to rebuild the pump. They took the pump with them when the one unit was completely replaced. I asked them dis-assemble it to determine what needs to be replaced. The re-installation will be done on time-material basis as mentioned in the estimate. I/they do not for see the total cost being over $10,000. Intention would be to proceed with the rebuild and schedule the re-installation.

Thank you,

Nate Fosbinder
Water/Sewer Superintendent | City of Mineral Point
Phone: 608-987-8088
Cell: 608-574-2166
Email: utilities@cityofmineralpointwi.gov
Address: 137 High St., Ste 1, Mineral Point, WI 53565
www.cityofmineralpoint.com

Quote No. Q11346
Date: Jan 13, 2025

W 3150 Co Rd H, Fond du Lac, WI 54937
920-581-5810
www.sabelmechanical.com
Sabel Contact: Dan Crouch
Email: danc@sabelmechanical.com

Sabel Mechanical LLC

Customer Billing Information	Job Site Information	Contact and Other Information
MINERAL POINT WWTP 137 HIGH STREET SUITE 1, MINERAL POINT, WI 53565	Mineral Point WWTP 1020 Bollerud Street, Mineral Point, WI 53565	Contact: Nate Phone: 608-574-2166 Email: utilities@cityofmineralpointwi.gov

Sabel Mechanical is pleased to submit this proposal for:

Scope of Work

Rebuild Fairbanks T-40 pump. $4,620.68

Disassemble, replace mechanical seal, impeller wear ring, lip seals, gland gasket and volute gasket, assemble.

Labor for installation to be done on T&M.

Excludes: shipping on parts.

Quote Total: $4,620.68
Estimate valid until: Feb 12, 2025
Terms of Payment: 30 days

Customer Signature: ______________________________ Date ________________

Customer Name (Print) ____________________________________

P.O. #: ____________________

Due to the fluctuating material pricing and availability, quote is valid thru end of today's business day, Pricing may have to be adjusted at time of purchase and will be reflected when project is invoiced

WQI Water Quality Investigations

January 30, 2025

Nate Fosbinder
City of Mineral Point - Utilities

SUBJECT: Mineral Point Well 4 Corrosion Assessment

Background

The City of Mineral Point is experiencing declining pumping capacity at Well 4. Similar symptoms were observed prior to rehabilitation efforts in 2021, which was caused by a hole in the column pipe. The necessary repairs were made and a static/brief chemical treatment was performed before returning the well to service. Unfortunately, less than five years later, the same problem has occurred. The purpose of this investigation is to determine the underlying cause of corrosion in the well so that proper remediation work can be specified to address the underlying source of the problem (instead of chasing the symptom). Preliminary data and experience with the aquifer in the area suggest that a sulfate reducing type biofilm is likely present in the well. This type of biofilm is aggressive towards steel and known to cause corrosion of column pipe at couplings. If this is the case, a targeted and aggressive chemical rehabilitation of the well is needed to rid the well of biofilm followed by routine maintenance of the well to keep it under control.

Corrosion of the column pipe, casing, pump, and other components can be attributed to a variety of factors. Microbial Induced Corrosion (MIC) is widely accepted within industrial water applications (cooling, heating) as a cause of corrosion, however it is often overlooked within wells and drinking water systems. Naturally occurring bacteria within a water system (in this scenario, the well) form a thin layer because of stress of for protection. This layer is referred to as biofilm. Acting like a raincoat, biofilm shields the bacteria from harmful external conditions and in some cases manipulates the surrounding environment to reduce stress. Biofilm can corrode the metal surface to obtain essential nutrients. Increased water age (stagnation), debris accumulation, and low velocities generally accelerate biofilm growth. This investigation will assess if the corrosion is chemically based or biologically driven (MIC) so that appropriate corrective actions can be taken.

MIC is commonly mistaken for stray voltage. Corrosion within the column pipe couplings and threads needs to be carefully reviewed, noting patterns and the depth of the corrosion within the well. Stray voltage appears as a more uniform corrosion pattern at the coupling threads, typically independent of wetted depth. Microbial induced corrosion (MIC) is less uniform and concentrated in the region between static water level and the well pump, typically developing as a hole on the top side of the coupling. This area of the well is saturated with water that does not turn over with pumping, creating stagnant conditions and excessive biofilm. As noted, water stagnancy promotes biofilm growth (undesired). Both biological and chemical testing is required to distinguish why corrosion is occurring.

The proposed water quality assessment will show biofilm and nutrient trends between different regions of the well. Using a comparison approach, WQI separates issues occurring within the well (cased region, borehole) from those in the aquifer (source water) to determine the cause of corrosion. Appropriate rehabilitation practices can then be implemented. WQI has worked with numerous municipalities across the state of Wisconsin to develop targeted well rehabilitation plans. A further explanation of this process is detailed under the "Typical Testing" portion of this proposal. Failure to identify why corrosion is occurring will result in the problem continuing to persist.

The rehabilitation efforts in 2021 cost over $130,00. Four years later the City is facing a similar price tag. This investigation will take a different approach to ensure that this required investment addresses the underlying cause while providing long-term solutions to the corrosion challenges within Well 4.

Typical Testing

WQI's investigations typically use WQI's **Biofilm Indication Test®**, **Biofilm Activity Test®** and **protein assay**, and include targeted nutrient, inorganic compounds and metals testing, and testing for corrosivity parameters. This approach determines if water will be corrosive, if and why biofilm is present and estimates the impact that biofilm may have on water quality and corrosion. Taken in aggregate, these tests assess the potential for total corrosion, separating chemical corrosion from microbiologically influenced corrosion (MIC), and help determine the suitability of water for downstream uses.

Typical investigations include the analysis of a series of samples from a system to help assess severity/location of naturally occurring biofilm and if there are biofilm changes in the system, which helps us understand where an issue starts. Sample locations are specific to the type of system being assessed and are selected to help determine the underlying source of an issue. Comparison of results within a system helps to determine where an issue starts and how to resolve it, whether the solution be chemical/mechanical cleaning, improved corrosion control treatment, alternate materials of construction, additional water treatment, aggressive flushing and/or additional preventative maintenance.

Well Investigations: WQI has extensive experience working with municipalities across Wisconsin and the Midwest. Lost capacity, microbial induced corrosion, equipment failures, and compliance with primary and secondary contaminants such as radium, arsenic, PFAS, iron, and manganese are just a few of the challenges WQI has been brought in to solve. While the initial investigation and well rehabilitation process can be costly, the subsequent benefits are far reaching. The information gathered in the investigation can be transferred to other wells in the Utility's system. In this instance, by addressing the challenges in Well 4, a significantly reduced approach (scope and cost) would be needed for Well 3. Lower maintenance costs, improved efficiency, reduced risk of emergency failure, and improved water quality supplied to the system are all benefits when correctly rehabilitating and properly maintaining a well. Oftentimes this investment made up front pays dividends when we address the issue rather than chase the symptom. A list of municipalities WQI has worked with is listed at the end of this document.

Well rehabilitation can include a variety of steps. The initial water quality testing identifies which steps are needed so A) the underlying cause is addressed and B) costs can be minimized by eliminating unnecessary steps. For instance, selecting the correct chemical and concentration to attack and loosen the biofilm is important. Different types of biofilms have different types of protection mechanisms (raincoat analogy). If not considered, the chemical can simply "run off the raincoat" and not be effective. This is one example of the detailed approach WQI takes to ensure the root cause is addressed. Common steps we consider include mechanical treatment, chemical treatment, materials of construction, and equipment modifications. Further details can be provided upon request.

Proposal

We offer the following proposal to assist Mineral Point Utilities with investigating the corrosion issue at Well 4:

1. Task 1: Water Quality Assessment. Perform a water quality assessment of water discharged from the well after a 6-hour period of non-use:

    a. Perform a visual assessment of samples collected from the well after a six-hour period of non-use. The assessment helps determine sample times and provides visual information as to whether microbial induced corrosion is occurring in a well. A written procedure will be provided for this, which can be performed by Utility staff about one day ahead of sampling. This has been completed and shows the presence of biofilm in the column pipe and cased region of the well.

    b. Perform a minimal biofilm and water quality assessment for the well, which includes collecting two samples from the well after a six-hour period of non-use. The samples would assess the presence of biofilm and corrosion in different parts of the well. The well would be pumped to waste or system for an extended period to get a representative aquifer sample. Results of the assessment would quantify biofilm induced water quality changes for samples that were originally located in the following areas of the well prior to start of pumping:

        i. open borehole (collected at about 2 minutes after start of flow at sample point)
        ii. distant aquifer (collected at about 4 hours after start of flow at sample point)

        iii. A diagram listed at the end of this document generally shows these areas.

    c. Each sample would be assessed for the presence of nutrients and chemical components (alkalinity, nitrite, nitrate, orthophosphate, total phosphate, ammonia, chloride, sulfate, and total organic carbon), and metals (ICP metals scan) testing. Results would be analyzed and compared to determine the following:

        i. Whether corrosion is occurring in the well to release metals from steel components in the well and/or from aquifer minerals.
        ii. Whether nutrients present in the aquifer would promote biofilm growth and corrosion in the well and downstream water system.

    iii. Whether a nutrient limitation in the water would promote growth of an aggressive biofilm to cause non-uniform corrosion (pinhole and crevice corrosion).
    iv. Whether biofilm in the well is performing nitrification, denitrification, sulfate reduction or sulfur oxidation, which are metabolisms that promote corrosion.

   d. Each sample would also be assessed for the presence of biofilm and biofilm activity with **WQI's Biofilm Indication Test®**, **Biofilm Activity Test®** and **Protein Assay**. Test results would be correlated to nutrient and metals data to determine the cause for biofilm, where biofilm is the most problematic, whether biofilm present would be corrosive, and how to control it.

   e. Because all water in a well at the end of a pumping cycle is technically distant aquifer water, comparative analysis of all samples to the aquifer sample will determine the role that biofilm has, if any, on water quality changes in the well and the potential for water quality and corrosion issues in the well and/or system. Data would also be assessed to determine the need for well rehabilitation.

   f. Cost for the above with a summary report and recommendations would not exceed <u>$3,655</u>. The cost includes WQI laboratory fees, sample coordination, data analysis, report preparation and one follow-up virtual meeting to explain results. The cost does not include preparation of remediation plans and procedures, or the cost for return sample shipping. Work would be billed on a time and material basis. Samples can be collected by Utility staff in kits provided by WQI. Alternatively, WQI can collect the samples for an additional cost of <u>$640</u>. The aquifer sample would need to be collected by Utility staff and either delivered to WQI or shipped.

   g. <u>Purpose</u>: Identify conditions within the well and the aquifer that contribute to biofilm growth and microbial induced corrosion. Determine if biofilm is present, what type, and how it is impacting water quality and corrosion in the well. Comparison between the samples shows how the biofilm can change nutrient and metal levels (indicating corrosion). This data informs necessary rehabilitation work, such as what type of chemical, how much chemical, etc.

2. <u>Task 2: Well Rehabilitation.</u> Work for this item includes the following:

   a. Development of a well specific rehabilitation plan based on sample data. The plan would be prepared for rehabilitation of the well with the well pump removed.
   b. Plan would be written in a format to allow Mineral Point Utilities to obtain quotes for the work.
   c. Well rehabilitation plan would be submitted by WQI to the WDNR for approval.
   d. Work by the contractor would be monitored remotely by WQI during the rehabilitation process, including teleconferences as needed with the contractor and Mineral Point Utilities staff.

e. Assessment of televising data, including review of the well video for the presence of biofilm and/or defects and preparation of a written report
f. Costs for the above would not exceed $6,400. These costs do not include bidding services or preparation of a formal bid package. This item would be billed on a time and material basis.
g. Purpose: Using data gathered from Task 1, a well rehabilitation plan can be created to address the underlying source of corrosion within the well. Identifying detailed steps and monitoring the well rehabilitation process provides confidence the plan is followed by the Contractor.

3. Task 3: Post Rehabilitation Well Assessment and Maintenance Plan. Work for this item includes the following:

   a. Assess two samples from the well to document after rehabilitation conditions.
   b. Prepare an ongoing well maintenance plan for use by Mineral Point Utilities to optimize water quality and production from the well (can be used as a basis for other wells in the system).
   c. Cost for the above would not exceed $6,288. Work would be billed on a time and material basis. Samples would be collected by Utilities staff in kits provided by WQI.
   d. Purpose: Provide the Utility with a maintenance plan to minimize biofilm growth and corrosion from returning in the well. This plan includes actionable steps that can be taken to protect the investment that was just made in rehabilitating the well. WQI has seen vast improvements in wells across the state of Wisconsin if these practices are implemented. The benefits include a significantly reduced likelihood of emergency equipment failures due to corrosion, and improved water quality supplied to the system.

4. Task 4: Additional testing. This testing includes **WQI's Biofilm Indication Test®, Biofilm Activity Test®,** and **Protein Assay** at a site previously sampled or added to a set of samples. The cost for testing with a summary data report would be about $1,373 per sample, depending upon the number of samples analyzed, with samples collected by Utility staff. This item would be billed on a time and material basis.

5. Task 5: Added Consulting. This item includes work such as assisting Mineral Point Utilities with developing procedures to control biofilm and corrosion in the wells and water system, attending meetings and/or teleconferences, performing additional data analysis, and preparing documents and procedures to be used by Utility staff. This item would be billed on a time and material basis at $121 to $176 per hour, depending upon the staff member performing the work.

WQI Water Quality Investigations

WQI would invoice for work performed on a monthly basis with payment due within 30 days of invoice.

We appreciate the opportunity to submit this proposal and look forward to working with you. If this proposal is agreeable, please sign below, indicate with a checkmark which tasks you would like us to perform and return with billing information for establishing an account.

If you have any questions or concerns, please contact me at your earliest convenience.

Respectfully submitted,

Andrew D. Jacque, Ph.D., P.E.
Chief Scientist, Founder

Please sign below to show acceptance of this proposal and indicate which tasks and/or services should be performed.

Signed: **Date:**

☐ **Task 1: Water Quality Assessment ($3,655)** ☐ **Samples collected by WQI ($640)**

☐ **Task 2: Well Rehabilitation Plan ($6,400)**

☐ **Task 3: Post Rehab Assessment and Maintenance Plan ($6,288)**

☐ **Task 4: Additional Testing, please list_____________**

☐ **Task 5: Added Consulting ($1,560 for 12 hours of effort)**

Water Quality Investigations

Please fill out this form completely and return along with the signed proposal.

Primary Contact Information

Name (print):

Title:

Company (if applicable):

Email:

Phone:

Sampling Address

Street:

Street 2 (apt., suite, etc.):

City:

State:

Zip:

County:

Billing Information

Payment Method: ☐ ACH ☐ Check ☐ Cash

Invoicing Method: ☐ Email ☐ Mail

PO Number:

Billing Contact Information (if different from above)

Name:

Email:

Phone:

Billing Address (if different from above)

Street:

Street 2 (apt., suite, etc.):

City:

State:

Zip:

County:

WQI Company Background

WQI is a combined laboratory and consulting business that specializes in investigating and solving water quality, water treatment and corrosion issues (water-related concerns) in water-based systems. We have carried out numerous investigations for the following types of water-based systems:

1. Municipal, industrial, commercial, agriculture and residential groundwater wells (small to large).
2. Surface water drinking water treatment plants (various treatment technologies including conventional sand filtration, granular activated carbon, ozone, micro and ultra membrane filtration and reverse osmosis, large to small).
3. Groundwater treatment systems (various treatment technologies, large to small).
4. Water distribution systems from source to tap (groundwater and surface water systems, public and privately owned, small to large).
5. Industrial type water systems including irrigation, fire protection, non-contact cooling, aquaculture, agriculture, pharmaceutical and process water systems.
6. Wastewater treatment and conveyance systems (treatment performance and corrosion).
7. Hot and cold-water commercial premise plumbing systems, including those found in hospitals, prisons, university buildings, dormitories, condominiums, office parks, food manufacturing, and agriculture.
8. Premise plumbing water treatment systems, including ion exchange (softening), anion exchange (nitrate removal), iron filtration, ozone/UV treatment and reverse osmosis.

Solutions to water-related concerns at an investigated location are developed based on resolving/minimizing the underlying cause of a concern or mitigating the concern if the underlying cause is difficult to resolve. Our investigations generally find that water-related concerns are influenced/caused by an elevated to excessive presence of unregulated nutrients and debris in the water, and/or naturally occurring biofilm in the system investigated. All water-based systems will have naturally occurring biofilm, which is generally non-problematic if it is present at a low to moderate occurrence, if it is stable, or if debris accumulation is minimal. However, the presence of excessive or unstable biofilm in a system may cause one or more of the following water-related concerns:

1. Elevated iron, manganese, nitrate, radium, arsenic and/or odors.
2. Elevated to excessive microbiologically influenced corrosion (MIC) of galvanized steel, lead, brass, stainless steel and/or copper plumbing (form of non-uniform corrosion in all water system types – severity depends on nutrient balance). Certain metabolisms are particularly aggressive towards zinc that is used in newer no-lead brass fixtures.
3. Specifically in drinking water: repeat coliform positive test results from a well or water system; biological fouling or plugging of water treatment equipment; increased disinfection byproduct formation (chronic health concern); taste, odor, and turbid water complaints; corrosion of well and plumbing equipment; increased nitrite (acute health concern); and excessive loss of disinfection residual.
4. Increased nitrite or nitrate in the system, which is corrosive (systems with elevated ammonia or systems fed with chloramine disinfected water).

5. Increased alkalinity in the system, which is corrosive (systems with elevated organic carbon or proteins).
6. Consumption of sulfate in the system, which create “rotten egg” odor and is corrosive (systems with elevated organic carbon or where disinfection is lost).
7. Growth of waterborne opportunistic pathogens, including Mycobacterium, Pseudomonads and Legionellae.

It is WQI's experience that water quality and corrosion issues in plumbing and piping systems have numerous potential causes, which generally include one or more of the following:

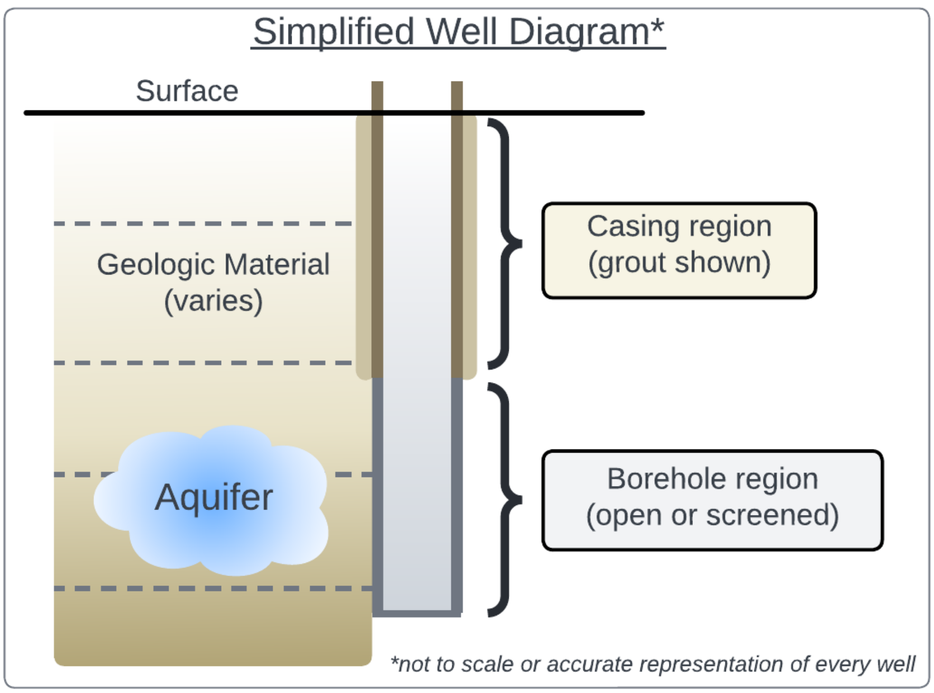
1. The presence of unregulated nutrients in the source water, which promotes natural biofilm growth in the water system. These nutrients include proteins, organic carbon, nitrogen (ammonia, nitrate and proteins), sulfate and metals. An imbalance or limitation in these nutrients causes more problematic biofilm (missing metal needed for metabolism or a missing/limited nutrient).
2. The use of orthophosphate as a corrosion inhibitor (a microbial nutrient), which will unintentionally create a nutrient imbalance in the water and could cause problematic biofilm to form. In many cases, if orthophosphate is fed at a low dose, there will be minimal biofilm related issues. However, if orthophosphate is fed at a high dose (greater than 1.5 mg/L) in the presence of elevated organic carbon (greater than 1.5 mg/L) and/or ammonia (greater than 0.2 mg/L), there could be areas of the distribution system that see problematic biofilm growth.
3. Biofouling of water treatment equipment (softeners, iron filters, membranes, etc), which increases nutrients present in the water and seeds the downstream water system with biofilm.
4. High water age and low disinfection concentration, which can be impacted by distribution system management and the plumbing system's orientation in a distribution system.
5. The use of water efficient fixtures, which are not adequately recognized by the plumbing code. This results in oversized pipes and causes reduced flow velocities in the plumbing, which allows debris and biofilm to accumulate because the flow is too low for the plumbing to be self-cleaning.
6. Specifically in complex and commercial plumbing systems:

    a. The use of a combined fire suppression and domestic water service at the entrance to a building, which causes increased water age and promotes debris accumulation and biofilm growth in the service line that gets transferred to the downstream plumbing system.
    b. The use of redundant water services to meet hospital requirements, which further increases water age, debris accumulation and biofilm growth at the entry point to the building, and subsequent particle loading and biofilm growth in the downstream plumbing system.
    c. The use of secondary hot water disinfection, including chlorine, chloramine, chlorine dioxide, and silver-copper ionization, which creates bacterial stress to cause biofilm to thicken. Particles created in silver-copper ionization create debria and a niche for biofilm and bacteria to thrive.

d. The presence of dead-legs or low-flow areas in the plumbing, which creates the potential for stagnant conditions and the growth of unwanted biofilm.
e. Use of recirculated hot water systems to meet water efficiency and so-called energy efficiency requirements in the plumbing code. These recirculated systems dramatically increase water age, which promotes biofilm growth and the need for water management and water re-treatment to control the presence of opportunistic pathogens. This re-treatment will control bulk water bacteria to minimize exposure to opportunistic pathogens, but it is generally ineffective at controlling biofilm growth and resulting corrosion of plumbing.

A brief list of Municipalities WQI has worked with to address corrosion, capacity and water quality issues:

- City of Fitchburg (Well 4 and Well 10)
- City of Madison (Well 18)
- Village of Germantown (numerous)
- City of Viroqua (Well 5 and Well 6)
- City of Jefferson (Well 4 and 5)
- Village of Marshall (numerous)
- Town of Sheboygan (Well 2 and Well 3)
- Village of Coleman (Well 2 and Well 3)
- Village of Middleton (Well 4)
- City of Verona (Well 6)
- City of Pewaukee (Well 4, Well 5 and Well 8)
- City of Marshfield (numerous – they have 20 lower capacity wells)
- State of Wisconsin Facilities (DOC, DOT, DNR, DHS, etc)



Mineral Point, Wisconsin

Staff Report: Opera House funding from Iowa County

<u>2/10/2025</u>

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Finance Committee
Department Reporting: Administration	Submitted by: Matthew Honer

<u>ISSUE</u>: Discussion and Consideration of distributing Iowa County Economic Development Funding to the Mineral Point Opera House for Marketing expenses

<u>BACKGROUND/ANALYSIS</u>: In 2024, Iowa County had funds available for economic development initiatives. The funding was brought up to several organizations that reached out regarding funding options such as childcare, renovating first floor residential space on High Street to Commercial use, and funding for marketing. The only project that was determined to be able to be accomplished was the Opera House Marketing funding.

Proposed Expenditures:

Projected Expenses:		2025	2026
Online Vendor Profile	Wed Plan Madison	$1200	$1400 (est).
Online Vendor Profile	Zola.com	$1,080 for two years	
Wedding Expo Vendor Booth	Mad City Bridal Expo, Wisconsin Bridal and Wedding Expo, WedPlan Show (Choose One).	$1,300	
Total		$4,980	

<u>RECOMMENDATION</u>: Approve forwarding the funding to the Mineral Point Opera House

<u>FISCAL IMPACT</u>: City is a Pass-Through entity.

<u>ATTACHMENTS</u>:

EMPLOYMENT AGREEMENT

WHEREAS, the City of Mineral Point, Wisconsin ("City") desires to employ Matthew J. Honer ("Employee") as the City Administrator; and,

WHEREAS, the City and the Employee desire to enter into an agreement for the duties, compensation, benefits, and other conditions of employment of Employee with the City.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. **Duties**

   a. The City agrees to employ Employee as City Administrator to perform the duties specified in Section 31.05 of the Mineral Point Code of Ordinances and all amendments thereto, which are specifically incorporated herein by reference, the laws of the State of Wisconsin, the functions and duties listed in the job description for this position as adopted by the Mayor and Common Council, and other legally permissible and proper duties, as may be assigned from time to time by the Mayor and Common Council.

   b. Employee agrees to serve as City Administrator and perform all duties specified in the in Section 31.05 of the Mineral Point Code of Ordinances and all amendments thereto, which are specifically incorporated herein by reference, the laws of the State of Wisconsin, the duties listed in the job description for this position as adopted by the Mayor and Common Council, and other legally permissible and proper duties, as may be assigned from time to time by the Mayor and Common Council. The Employee agrees to devote his skills, labor, and attention to the duties defined in this Agreement during the term of employment as necessary to perform the duties thereof.

   c. The Employee has the authority to make day-to-day operational decisions subject to general policy determinations by the Mayor and Common Council and will provide policy guidance and direction to City employees.

2. **Term of Office.** This Agreement shall be effective between the City and the Employee for a term beginning on January 1, 2024, and continuing until December 31, 2025, or termination of this Agreement under paragraph 8, whichever first occurs (the "Term"). Employee is an at-will employee and is appointed to the Term subject to termination at any time.

3. **Salary.** Employee shall receive a salary of Eighty-five Thousand Six Hundred Ninety-six Dollars ($85,696.00) in 2024. In 2025, Employee's salary may be increased a minimum of three percent (3%) upon satisfactory performance of the Employee following the performance review as provided in Section 4 below.

4. **Performance Review.**

a. Employee shall receive a performance review at least once annually, with the City to determine the process with the input of the Employee. The review also will consist of establishing annual goals.

b. The Mayor and the Common Council shall conduct the performance review of the Employee.

c. Performance reviews may be used to determine any merit adjustment in salary.

5. **Employee Benefits.**

a. Employee Benefits. Except as otherwise provided herein, Employee shall be permitted to participate in any and all employee benefit plans including but not limited to health and medical insurance, paid holidays, group term life insurance and retirement plan contributions as may be in effect for department heads of the City. Employee acknowledges that provision of these benefits by the City is subject to change at any time by the City and that these benefits are provided solely at the City's discretion; however, City agrees to provide benefits to Employee consistent with those benefits provided to department heads of the City.

b. Health, Dental and Term Life Insurance. City agrees to provide insurance policies on health, dental and term life coverage for Employee and, except for term life coverage, Employee's dependents through plans selected by the Common Council.

c. Optical Benefit. Employee will be reimbursed for prescription optical services, as established in the Employee Handbook.

d. Sick Leave. At the commencement of this agreement, Employee shall be credited with 24 days of sick leave. Sick leave will accrue at the rate of one (1) day per month beginning upon completion of the 24th month of employment. No compensation will be paid for unused sick days except upon severance as provided by the Employee Handbook. Carryover of unused sick days from year to year is permitted up to an accumulation of 180 days.

e. Vacation. Employee shall receive fifteen (15) days of vacation per year based on credit for 7 years of service. Vacation is available upon commencement of employment but is considered earned at the rate of 1.25 days per month. In the event of severance during the year, repayment of used but unearned vacation will be deducted from the final paycheck. No compensation will be paid for unused vacation days except upon severance as provided by the Employee Handbook. Unused vacation days may only be carried over upon written request and approval by the Mayor.

f. Personal Days. At the commencement of this agreement, Employee shall be credited with two (2) personal days. Personal days may not be carried over and no compensation will be paid for unused personal days.

g. Holidays. Employee shall be entitled to paid holidays as provided by ordinance or the Employee Handbook.

h. Wisconsin Retirement. The City shall pay on behalf of said Employee, the employer's share of contributions to the Wisconsin State Retirement fund for retirement purposes. The Employee is responsible for payment of the employee's share.

i. Cell Phone. The City shall provide the Employee with a cell phone for work use during the term of Employee's employment.

j. Longevity Bonus. The Employee will be eligible to receive a longevity bonus for each year of employment, starting upon completion of the 5th year of employment, as established in the Employee Handbook.

k. Mileage. Employee shall be reimbursed monthly at the applicable IRS rate for business use of his personal vehicle. This does not apply to commuting to and from work.

6. **Hours of Work.** It is expected that Employee shall work during normal office hours of the City. Employee is also required to attend all specified Common Council, Commission and Committee meetings unless specifically excused by the Mayor, Commission Chair or Committee Chair. In recognition of the fact that Employee may be required to attend meetings regularly, which occur outside of normal City Hall office hours, the Employee may adjust the work schedule as long as all work is completed in an appropriate and timely manner and in consultation with the Mayor.

7. **Professional Development.** The Employee is encouraged to participate in opportunities for professional development, and the City shall pay annual membership fees or dues for professional associations such as the Wisconsin City/County Management Association (WCMA). The City shall pay for registration and attendance at professional and continuing education conferences to be mutually determined by the Mayor and Common Council and the Employee.

8. **Employment Severance.** During the Term of this Agreement, the parties agree Employee's employment as City Administrator may be terminated as follows:

a. Notice of resignation. Employee may terminate his employment as City Administrator for any reason by providing at least fourteen (14) days' written notice of resignation to the City, unless such notice is waived by the concurrence of a majority of the Common Council. Notice of resignation shall be provided in writing to the Mayor.

b. Termination by City. City may terminate Employee's employment as City Administrator for any reason by providing at least fourteen (14) days' written notice of termination to the Employee, unless such notice is waived by the Employee. The Common Council, by majority vote of a quorum at a duly-noticed meeting, may terminate the Employee's employment as City Administrator for any reason, in the Common Council's sole discretion and without any charges filed or hearing before the Common Council.

c. In the event of a termination pursuant to Section 8.b., the parties agree (i) such termination shall be effective immediately on the date identified on the Motion voted on by the Council; (ii) Employee shall return all property and records of the

City and office of the Administrator to the Mayor within 48 hours of Employee's termination as City Administrator; (iii) the City shall pay the Employee's Continuation of Health Coverage (COBRA) premiums or reimburse the City Administrator for payment of such premiums depending on the requirements of the insurer for six (6) months or for the remaining term of this Agreement, whichever is shorter,, but will have no obligations or liabilities to pay Employee's unearned salary or continue to provide other benefits to Employee in his capacity as City Administrator. If, however, the City Administrator obtains employment with comparable family health and dental coverage prior to the date on which the City's obligation to pay for or reimburse premiums terminates under this Agreement, the City shall be relieved of its obligation to provide health and dental insurance coverage. For purposes of this Agreement, "comparable family and dental health coverage" shall be defined as employer-paid family health and dental benefits with the employer's premium contribution being not less than 75% of the premium cost. In the event the City Administrator obtains employment with comparable family health and dental coverage, he shall advise the City of such employment within ten (10) days of the commencement of such employment. The parties agree that the City Administrator's entitlement to the insurance premium payments described herein shall terminate in the event of his death prior to the date on which the City's obligation to pay for or reimburse premiums terminates. The Employee and/or his dependents shall be eligible to continue COBRA benefits/coverage as provided by law at his or their own cost effective on the date this benefit terminates, or the date of the Employee's death, or the date on which comparable employment is obtained, whichever is earliest.

d. Employee hereby waives any other rights and claims to damages, compensation, or benefits that he might otherwise be eligible to receive in his position as City Administrator.

e. To the extent the provisions of Wis. Stat. Ch. 17, and particularly Wis. Stat. §§ 17.12 and 17.16, might apply to Employee in lieu of the terms of this Agreement, Employee hereby knowingly waives such rights and provisions, including his right to a hearing before and decision by the Common Council, in consideration of the other terms and conditions contained within this Agreement. Employee understands that application of Section 7 of this Agreement may result in the end of his employment as City Administrator and his resignation from his appointment as Administrator without a hearing before the Common Council.

9. Resolution of Disputes. City and Employee agree to first attempt to resolve any disputes or obtain needed clarification arising out of the interpretation of this Agreement through mutual discussion.

10. Terms of Agreement to Govern. This Agreement constitutes the entire understanding and agreement of the parties and shall govern the terms of employment with the City. This Agreement supersedes all negotiations or previous agreements between the parties. This Agreement shall be governed by the ordinances, rules, regulations and policies established by the Mayor and Common Council, unless otherwise specifically provided herein.

11. **Severance of Terms of Agreement.** Invalidation of any part of this Agreement by judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. **Modification or Changes to this Agreement.** This Agreement shall remain in full force and effect unless modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a majority of the entire Common Council, be in writing, and be executed by City and Employee.

13. **Notice.** Any notice required to be given hereunder shall be sufficient and deemed given when in writing and sent by certified or registered mail return receipt requested, first-class postage prepaid or by courier service to the Mayor at: Mayor, City of Mineral Point, 137 High Street, Suite 1, Mineral Point WI 53565 and to Employee at the most recent address given in Employee's personnel file.

14. **Law of Wisconsin to Govern.** This Agreement shall be construed according to the laws of the State of Wisconsin, without giving effect to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of December 12 2023.

Matthew J. Honer

Matthew J. Honer, City Administrator

Jason Basting, Mayor
City of Mineral Point

ATTEST:

Christy Skelding

Christy Skelding, City Clerk-Treasurer
City of Mineral Point

APPROVED AS TO FORM:

Eileen A. Brownlee, Attorney
City of Mineral Point

Mineral Point Police Association
WPPA/LEER

Tentative Agreement with the

City of Mineral Point

February 6, 2025

(~~current language proposed to delete~~; **proposed new language**)
TA = Tentative Agreement

ASSOCIATION POSITION STATEMENT: All provisions of and attachments to the 2022-2024 Agreement between the parties not modified during the course of these negotiations shall be included in the successor Agreement between the parties for the term of said Agreement. The Association reserves the right to add, delete, or amend proposals through the course of negotiations. Tentative agreements are contingent upon the parties reaching a voluntary settlement, subject to ratification by the Association and the City of Mineral Point.

TENTATIVE AGREEMENTS:

1. Article V – Classification and Compensation – **TA**
   A fair and equitable wage increase to each year of the successor agreement as follows:

January 1, 2025	**4%**
July 1, 2025	**.96%**
January 1, 2026	**3%**
July 1, 2026	**1.94%**
January 1, 2027	**2.01%**
July 1, 2027	**2.93%**

2. Article V – Classification and Compensation – **TA**
   Starting rate remains same
   12 month rate will be 2% higher than officer pay (total of 6.25% higher than patrol)
   Probation language in Article 11 added (probation for one year)

3. Article V – Classification and Compensation – **TA**
   Add shift differential pay of **$1.00/hour** for all hours worked between 6pm to 6am.

January 1, 2025	**$.50/hour for all hours worked between 6p – 6a**
January 1, 2026	**+ $.15/hour ($.65/hour total)**
July 1, 2026	**+ $.10/hour ($.75/hour total)**
January 1, 2027	**+ $.10/hour ($.85/hour total)**
July 1, 2027	**+$.15/hour ($1.00/hour total)**

4. Article XII – Sick Leave Payout upon retirement - **TA**
   ~~Section 12.05: An employee who retires from the City may convert all of his or her accumulated sick leave at his/her current rate of pay to an escrow account. This account shall only be used to pay the premiums of the City's health insurance plan if the employee elects to continue participating in the City's health insurance program.~~
   Section 12.05: An employee who retires from the City will be paid seventy five percent (75%) of his or her accumulated sick leave up to a maximum of ninety (90) days.

   All other language in Article XII remains unchanged

5. Article VIII – Vacations – **TA**
   Change the vacation schedule as follows:
   Effective January 1, 2025:
   One (1) vacation week: On completion of the first (1st) year of continuous service
   Two (2) vacation weeks: On completion of the third (3rd) year of continuous service
   Three (3) vacation weeks: On completion of the fourth (4th year of continuous service
   Four (4) vacation weeks: On completion of the twelfth (12th) year of continuous service
   Five (5) vacation weeks: On completion of the twentieth (20th) year of continuous service
   Six (6) vacation weeks: On completion of the twenty-fifth (25th) year of continuous service

   (all other language in Article VIII remains unchanged).

6. Article XII – Sick Leave - **TA**
   Add language for sick leave to be used for the care and/or illness of self or member of immediate family as follows:
   Section 12.03: **An employee may use sick leave benefits for an absence from duty of an employee because of his/her illness or bodily injury, or that of a member of his/her immediate family and includes the Employee or the Employee's immediate family going to a doctor for medical tests or wellness care.** An employee obtaining sick leave benefits by fraud, deceit or falsified statement shall be subject to disciplinary action including, but not limited to, suspension or dismissal. If such conduct is suspected, the City may require a physician's statement to verify personal illness.

7. Article XII – Sick Leave - **TA**
   Remove the sick leave cap in Section 12.01 as follows:
   Section 12.01: All employees shall earn one (1) sick day leave with pay for each calendar month. Unused sick leave may accumulate to a maximum of 120 days. Employees who reach their maximum accumulation will continue to accumulate sick days in a separate account~~**, up to an additional sixty (60) days**~~. This separate account is to be used only in the event of an injury or illness that requires more than one work week off continuously and may not be converted upon retirement or termination. An employee who separates from employment on a voluntary, non-disciplinary basis (excluding WRS retirement, which is covered in Section 12.05) after one (1) year will be paid for one-half of his/her accumulated sick leave up to a maximum payout of sixty (60) days. If an employee has been without any accrued sick leave balance for four (4) consecutive months, then the employee's immediate supervisor may request proof of illness of the employee.

   (all other language in Article XII remains unchanged).

8. Article XIX – Workday and Work Week - **TA**
   Increase the amount of compensatory time from 60 hours to 80 hours and authorization to use compensatory time as follows:
   Section 19.03: In exchange for being paid overtime, an employee may take compensatory time accruing at a rate of 1 ½ hours for each one (1) hour of overtime work. Accrual for compensatory time shall be capped at ~~**60**~~ **80** hours. If an employee exceeds the cap during the term of the contract, he/she shall be paid for hours exceeding the cap. Compensatory time shall be taken when mutually agreed upon between the Chief of Police and the employee.
   (All other language in Article XIX remains unchanged).

9. Article XXIII – Duration - **TA**
   A three-year (2025-2027) agreement.

GENERAL BUSINESS SECURITY AGREEMENT

Dated February 12, 2025

1. SECURITY INTEREST

In consideration of any financial accommodation at any time granted by the City of Mineral Point (“**Lender**”) to Five Point Market, LLC (“**Borrower**”), each of the undersigned (“**Debtor**,” whether one or more) grants Lender a security interest in all equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable), contract rights, chattel paper, patents, trademarks and copyrights (and the good will associated with and registrations and licenses of any of them), instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to and all proceeds, supporting obligations and products of the foregoing (“**Collateral**”), wherever located, to secure all debts, obligations and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, or any Borrower, to any of them and another, or to another guaranteed or endorsed by any of them (“**Obligations**”). A description of Borrower’s equipment that is included as Collateral upon the date of this agreement is attached hereto as Exhibit A.”

2. DEBTOR'S WARRANTIES

Debtor warrants and agrees that while any of the Obligations are unpaid:

(a) Ownership and use. Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender’s security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods (including software used in the goods) covered by it, free from all other encumbrances and security interests, and no financing statement is on file or control agreement in existence (other than Lender’s) covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral and agree to the terms of this Agreement. The Collateral is used or bought for use primarily for business purposes.

(b) Sale of goods or services rendered. Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.

(c) Enforceability. Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.

(d) Due date. There has been no default as of this date according to the terms of any chattel paper or account constituting Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

(e) Financial condition of account debtor. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Lender upon receipt of any such notice or knowledge affecting Collateral.

(f) Valid organization. If a corporation, limited liability company or general or limited partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.

(g) Other agreements. Debtor is not in default under any agreement for the payment of money.

(h) Authority to contract. The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor’s articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.

(i) Accuracy of information. All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.

(j) Name and address. Debtor’s exact legal name is as set forth below Section 12. If Debtor is an individual, Debtor separately provided to Lender the name of Debtor as it is indicated on Debtor’s current unexpired driver’s license or, if applicable for UCC financing statements, identification card issued by Debtor’s state of principal residence, and the address of Debtor’s principal residence is as set forth below Section 12. If Debtor is an organization that has only one place of business, the address of Debtor’s place of business, or if Debtor has more than one place of business, then the address of Debtor’s chief executive office, is as set forth below Section 12.

(k) Location(s). The address where the Collateral will be kept, if different from that appearing below Section 12, is 43 High St. and 319 Commerce St., Mineral Point, WI 53565. Such location shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(l) Organization. If Debtor is an organization, the type of organization and the state under whose law it is organized are as set forth below Section 12.

(m) Environmental laws. (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor (“**Property**”) during the period of Debtor’s ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action (“**Hazardous Substance**”) under any federal, state or local laws, regulations, ordinances, codes or rules (“**Environmental Laws**”), (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys’ fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from Property, or (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.

(n) Employees. There are no unpaid wages due employees of Debtor and there are no outstanding liens against assets of Debtor for unpaid wages due employees of Debtor.

(o) Fixtures. If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in each UCC Financing Statement signed or authorized by Debtor is true and correct.

3. SHIPPERS

Shippers authorized to draw drafts on Lender under section 6(c) are:
None

4. SALE AND COLLECTIONS

(a) Sale of Inventory. So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor’s business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease or license inventory on terms customary in the trade.

(b) Verification and notification. Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors or other persons obligated on the Collateral to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors or other persons obligated on the Collateral. Until account debtors or other persons obligated on the Collateral are so notified, Debtor, as agent of Lender, shall make collections and receive payments on the Collateral.

(c) Deposit with Lender. At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. Except as provided in Section 4(d) below, all proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

(d) Accounting. If the extent to which Lender’s security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred; provided, however, that Lender shall retain its security interest in all Collateral regardless of the allocation of payments.

THIS AGREEMENT INCLUDES THE ADDITIONAL PROVISIONS ON PAGES 2 AND 3.

ADDITIONAL PROVISIONS

5. DEBTOR'S COVENANTS

(a) Maintenance of Collateral. Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Lender's security interest); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods, except for sales, leases or licenses of inventory as provided in this Agreement; not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments, chattel paper and letter of credit rights, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not affect the liabilities of any Debtor or Borrower under this Agreement, the Obligations or other rights of Lender with respect to the Collateral.

(b) Insurance. Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to endorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Each insurance policy shall contain a standard lender's loss payable endorsement in favor of Lender, and shall provide that the policy shall not be cancelled, and the coverage shall not be reduced, without at least 10 days' prior written notice by the insurer to Lender. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default. If Debtor fails to keep any required insurance on the Collateral, Lender may purchase such insurance for Debtor, such insurance may be acquired by Lender solely to protect the interest of Lender (and will not cover Debtor's equity in the Collateral), and Debtor's obligation to repay Lender shall be in accordance with Section 6(a).

(c) Maintenance of security interest. Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement. Debtor authorizes Lender to file Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets" or with words of similar effect) and amendments and correction statements to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will obtain for and provide to Lender control of Collateral or other security for the Obligations for which control may be required or requested to perfect Lender's security interest under applicable law, including, without limitation, the execution of control agreements by and between Debtor, Lender and any necessary third party. If the Collateral is in possession of a third party, Debtor will also join with Lender at its request in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

(d) Taxes and other charges. Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

(e) Employees. Debtor shall pay all wages when due to employees of Debtor and shall not permit any lien to exist against the assets of Debtor for unpaid wages due employees of Debtor.

(f) Records and statements. Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral. Debtor shall furnish to Lender such reports regarding the payment of wages to employees of Debtor and the number of employees of Debtor as Lender may from time to time request, and without request shall furnish to Lender a written report immediately upon any material increase in the number of employees of Debtor, the failure of Debtor to pay any wages when due to employees of Debtor or the imposition of any lien against the assets of Debtor for unpaid wages due employees of Debtor.

(g) Inspection of Collateral. At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records, and Debtor shall assist Lender in so doing.

(h) Service charge. In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement.

(i) Chattel paper. Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. Unless it consists of electronic chattel paper, Debtor shall promptly mark all chattel paper constituting Collateral, and all copies, to indicate conspicuously Lender's interest and, upon request, deliver them to Lender. If it consists of electronic chattel paper, Debtor shall promptly notify Lender of the existence of the electronic chattel paper and, at the request of Lender, shall take such actions as Lender may reasonably request to vest in Lender control of such electronic chattel paper under applicable law.

(j) United States contracts. If any Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.

(k) Modifications. Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts, letter of credit rights or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base.

(l) Returns and repossessions. Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.

(m) Promissory Notes, Chattel Paper and Investment Property. If Debtor shall at any time hold or acquire Collateral consisting of promissory notes, chattel paper or certificated securities, Debtor shall endorse, assign and deliver the same to Lender accompanied by such instruments of transfer or assignment duly executed in blank as Lender may from time to time request.

(n) Change of name, address or organization. Debtor shall not change (i) Debtor's legal name, (ii) if Debtor is an individual Debtor's name as it is indicated on Debtor's current unexpired driver's license or, if applicable for UCC financing statements, identification card issued by Debtor's state of principal residence, or (iii) Debtor's address, in each case without providing at least 30 days' prior written notice of the change to Lender. If Debtor is an individual, Debtor shall provide to Lender at least 30 days' written notice of any expiration of Debtor's driver's license or, if applicable for UCC financing statements, identification card issued by Debtor's state of principal residence. If Debtor is an organization it shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence, and Debtor whether or not Debtor is an organization shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets.

6. RIGHTS OF LENDER

(a) Authority to perform for Debtor. Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(b) Charging Debtor's credit balance. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Lender and other money now or hereafter owed Debtor by Lender, and agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender.

(c) Power of attorney. Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor (and Lender shall not be required as a condition to the exercise of this power to prove the occurrence of an event of default to the Post Office); to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; to endorse the name of Debtor upon any instruments which may come into Lender's possession; and to sign and make draws under any letter of credit constituting Collateral on Debtor's behalf. Debtor agrees that Obligations may be created by drafts drawn on Lender by shippers of inventory named in Section 3. Debtor authorizes Lender to honor any such draft accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Lender and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law. This power is a power coupled with an interest and is given as security for the Obligations, and the authority conferred by this power is and shall be irrevocable and shall remain in full force and effect until renounced by Lender except as otherwise expressly provided in this Section 6(c).

(d) Non-liability of Lender. Lender has no duty to determine the validity of any invoice, the authority of any shipper named in section 3 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

7. DEFAULT

Upon the occurrence of one or more of the following events of default:

(a) Nonperformance. Any of the Obligations are not paid when due, or Borrower or Debtor, as applicable, fails to perform, or rectify breach of, any warranty or covenant or other undertaking in this Agreement or in any evidence of or document relating to the Obligations or an event of default occurs under any evidence of or document relating to any other obligation secured by the Collateral;

(b) Inability to Perform. Borrower, Borrower's spouse, Debtor or a guarantor or surety of any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;

(c) Misrepresentation. Any warranty or representation made to induce Lender to extend credit to Debtor or Borrower, under this Agreement or otherwise, is false in any material respect when made; or

(d) Insecurity. At any time Lender believes in good faith that the prospect of payment or performance of any of the Obligations or performance under any agreement securing the Obligations is impaired;

all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code and this Agreement, as well as any other applicable law, and under any evidence of or document relating to any Obligation, and all such rights and remedies are cumulative and may be exercised from time to time together, separately, and in any order. With respect to such rights and remedies:

(e) Repossession. Lender may take possession of Collateral without notice or hearing, which Debtor waives;

(f) Assembling collateral. Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;

(g) Notice of disposition. Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

(h) Expenses and application of proceeds. Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement, before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses (including those incurred in successful defense or settlement of any counterclaim brought by Debtor or incident to any action or proceeding involving Debtor brought pursuant to the United States Bankruptcy Code) and all expenses of taking possession, holding, preparing for disposition and disposing of Collateral (provided, however, Lender has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Lender shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement. If Lender sells any Collateral on credit, Debtor will be credited only with payments that the purchaser actually makes and that Lender actually receives and applies to the unpaid balance of the purchase price of the Collateral; and

(i) Waiver. Lender may permit Debtor or Borrower to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Borrower or Debtor. Lender shall continue to have all of its rights and remedies under this Agreement even if it does not fully and properly exercise them on all occasions.

8. WAIVER AND CONSENT

Each Debtor who is not also a Borrower expressly consents to and waives notice of the following by Lender without affecting the liability of any such Debtor: (a) the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect a security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Debtor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

9. INTERPRETATION

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time, provided, however, that the term "instrument" shall be such term as defined in the Wisconsin Uniform Commercial Code-Secured Transactions Chapter 409. All references in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

10. PERSONS BOUND

Each person signing this Agreement is a Debtor. All Debtors are jointly and severally liable under this Agreement. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement. ☐ If checked here, this Agreement amends and replaces in their entirety the provisions of all existing General Business Security Agreements between Debtor and Lender; provided, however, that all security interests granted to Lender under those existing security agreements shall remain in full force and effect, subject to the provisions of this Agreement. Debtor acknowledges receipt of a completed copy of this Agreement.

11. ENTIRE AGREEMENT

THIS AGREEMENT IS INTENDED BY LENDER AND DEBTOR AS A FINAL EXPRESSION OF THIS AGREEMENT AND AS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS TERMS, THERE BEING NO CONDITIONS TO THE ENFORCEABILITY OF THIS AGREEMENT, AND THIS AGREEMENT MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES TO THIS AGREEMENT. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES TO THIS AGREEMENT. THIS AGREEMENT MAY NOT BE SUPPLEMENTED OR MODIFIED EXCEPT IN WRITING SIGNED BY LENDER AND DEBTOR.

12. OTHER PROVISIONS

(If none stated below, there are no other provisions.)

None

______________________________(SEAL) ______________________________(DATE)

Molly Huie, Five Point Market, LLC Member

Address: 43 High St.
SEE SECTION 2(j) and (k)

Mineral Point, WI 53565

(Limited Liability Company)
TYPE OF ORGANIZATION

(WISCONSIN)
STATE OF ORGANIZATION

EXHIBIT A: EQUIPMENT LIST

Existing Equipment			
Equipment/ Asset	**Condition**	**Qty**	**Value**
Fryer - Dean	Functional/ Poor Condition	1	$220.00
Flat Top- Keating	Functional/ Poor Condition	1	$175.00
Grill - Vulcan	Functional/ Poor Condition	1	$125.00
Oven - Superior	Non-functional/ Very Poor	1	$75.00
Convection Oven	Doesn't Close/Very Poor	1	$350.00
Stainless Prep Tables	Good	7	$975.00
True cooler/freezer	Non-functional/ Very Poor	2	$100.00
Dishwasher	Functional/ Very Poor Condition	1	$600.00
Line Cooler	Functional/ Poor Condition	1	$675.00
Wine Bottle Cooler	Good	1	$600.00
Espresso Grinder	Non-functional/ Very Poor	1	$150.00
Espresso Grinder - Mazzar	Functional/ Poor Condition	1	$365.00
Wire Shelves	Good	3	$150.00
Heat Lamp	Functional/ Poor Condition	1	$25.00
Potato Press	Functional/ Poor Condition	1	$60.00
Vitamix	Functional/ Poor Condition	1	$120.00
Robo Coup	Functional/ Very Poor Condition	1	$125.00
Double Coffee Brewer	Functional/ Poor Condition	1	$900.00
Espresso Machine	Functional/ Very Poor Condition	1	$1,500.00
Beverage Cooler	Functional/ Poor Condition	4	$200.00
Reach-In Meat Cooler	Functional/ Poor Condition		$250.00
Upright Freezer	Functional/ Poor Condition	2	$550.00
Freezer Chest	Functional/ Poor Condition	2	$100.00
Toast POS System	New	1	$1,500.00
Glassware/Dishes	Functional/ Poor Condition		$100.00
Flatware/Serving Trays	Functional/ Poor Condition		$50.00
Pots/Pans	Functional/ Very Poor Condition		$100.00
Microwaves	Functional/ Very Poor Condition	2	$ 60.00
Baking Supplies	Good		$ 60.00
Airpots	Functional/ Poor Condition	6	$ 60.00
Chairs	Functional/ Poor Condition	26	$390.00
Stools	Functional/ Poor Condition	4	$ 80.00
Stools	Good	4	$120.00
Tables	Functional/ Poor Condition	9	$180.00
Large Table	Functional/ Poor Condition	1	$ 50.00
Desk	Functional/ Poor Condition	1	$ 25.00
Wingback Chair	Functional/ Poor Condition	2	$100.00
Love Seat	Functional/ Poor Condition	1	$ 50.00

TOTAL	**$ 11,315.00**

Replacement Equipment			
Equipment/ Asset	**Condition**	**Qty**	**Value**
2 Compartment Sink	New	1	$250
Convection. Oven	New	1	$3000.00
Line Cooler	New	1	$2000.00
Line Freezer	New	1	$1800.00
Under counter refrigerated base + flat-top grill	New	1	$3200.00
Bar cooler	New	1	$2000.00
Espresso Grinder	New	1	$800.00
Under counter Dishwasher	New	1	$2500.00
Assorted Kitchen supplies & tools	New	1	$1700.00
	Total		$17,250

PROMISSORY NOTE

Feburary ___, 2025 **$25,0000**

For Value Received, the undersigned Borrower, Five Points Market, LLC, a Wisconsin limited liability company, with an address of 43 High Street, Mineral Point, WI 53565 (hereinafter “Borrower”), promises to pay to the City of Mineral Point, a municipal corporation, located at 137 High Street, Mineral Point, Wisconsin, or holder, (hereinafter “Holder”), the sum of Twenty-Five Thousand and 00/100 Dollars ($25,000), plus accrued interest, payable as follows:

1. Interest shall accrue on this note at a rate of Three and Seventy-Five Per cent (3.75%) per annum, compounded annually, commencing February 14, 2025.
2. Sixty (60) monthly installment payments in the amounts stated on Schedule A shall commence on March 10, 2025, said payments to continue to be paid on the 10th day of each successive month thereafter.
3. There shall be a final payment, of all principal and interest due on March 10, 2030, the maturity date.
4. If Borrower makes all payments due under the terms of this Note when due and is current with its payments as of each of the following benchmark dates, specifically, March 10, 2026, March 10, 2027, March 10, 2028, March 10, 2029, and January 10, 2029 the Holder agrees to credit Borrower with an amount equal to the remaining balance of the loan under Schedule A toward the two remaining payments.

Borrower covenants not to take any action or permit any event to occur which materially impairs Borrower's ability to pay this Note when due, including, without limitation, the fact that Borrower, or any surety of the Note, dies, changes marital status or domicile, or becomes insolvent or is the subject of bankruptcy or other insolvency proceedings.

This Note is secured by a Security Agreement bearing even date herewith on personal property to be used in Borrower’s business located at 43 High St. and 319 Commerce St., Mineral Point, Iowa County, Wisconsin, and includes the following:

All equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in progress and materials or supplies used or consumed in debtor’s business), documents relating to inventory, general intangibles, accounts, contract rights, chattel papers and instruments, now owned or hereafter acquired by debtor (or by debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods, the sale of which gave rise to, and all proceeds and products of the foregoing, wherever located.

All payments shall be made to the City of Mineral Point, at 137 High Street, Mineral Point, Wisconsin, 53565.

Borrower may repay this note in full or in part, at any time, without fee, penalty, or premium.

If Borrower fails to make payments when due under the terms of this Note or Security Agreement and Borrower is not current with its payments on any of the benchmark dates, or upon any default (other than nonpayment) under the terms and conditions of this Note or Security Agreement, if said default is not cured within fifteen (15) days following the mailing of a written notice of right to cure default to the Borrower, Borrower shall cease to be eligible for the credit described under Paragraph 4, above. In the alternative, Holder may accelerate the entire principal balance and accrued interest of this Note and declare the same immediately due and payable, without notice of demand. Holder is then entitled to proceed with all remedies available to Holder, pursuant to the Wisconsin Statutes for payment of the balance due under this Note.

Presentment, protest, and notice of dishonor are hereby waived.

Borrower shall pay all costs and expenses of collection, including (without limitation) reasonable attorneys' fees, except to the extent limited or prohibited by applicable law.

The Holder of this Note may grant renewals or extensions, accept partial payment, release security tor anyone liable under this Note or any guarantee, without affecting the liability of Borrower and/ or any guarantor.

Dated at Mineral Point, Wisconsin, this _____ day of February 2025.

Five Point Market, LLC

By: ____________________________ By: _________________________
Molly Huie, Member

GUARANTEE OF PAYMENT AND INDORSEMENT OF INSTRUMENT

In consideration of the loan evidenced by the above instrument, the undersigned unconditionally guarantee to the City of Mineral Point and every subsequent Holder of the instrument, irrespective of the existence of any security or of any other circumstances, the prompt payment of the instrument when due, at maturity, by acceleration, or otherwise: Each signature to this Guarantee is intended to be an indorsement of the above instrument, and each of the undersigned hereby waives presentment, protest, and notice of dishonor.

____________________________ _________________________
Molly Huie

Date: __________________ Date: __________________

SCHEDULE A:

	Beginning Balance	Interest	Principal	Ending Balance
1	$25,000.00	$76.81	$380.08	$24,619.92
2	$24,619.92	$75.65	$381.25	$24,238.68
3	$24,238.68	$74.47	$382.42	$23,856.26
4	$23,856.26	$73.30	$383.59	$23,472.67
5	$23,472.67	$72.12	$384.77	$23,087.90
6	$23,087.90	$70.94	$385.95	$22,701.95
7	$22,701.95	$69.75	$387.14	$22,314.81
8	$22,314.81	$68.56	$388.33	$21,926.48
9	$21,926.48	$67.37	$389.52	$21,536.96
10	$21,536.96	$66.17	$390.72	$21,146.24
11	$21,146.24	$64.97	$391.92	$20,754.33
12	$20,754.33	$63.77	$393.12	$20,361.20
Year #1 End				
13	$20,361.20	$62.56	$394.33	$19,966.87
14	$19,966.87	$61.35	$395.54	$19,571.33
15	$19,571.33	$60.13	$396.76	$19,174.57
16	$19,174.57	$58.91	$397.98	$18,776.60
17	$18,776.60	$57.69	$399.20	$18,377.40
18	$18,377.40	$56.47	$400.43	$17,976.97
19	$17,976.97	$55.24	$401.66	$17,575.32
20	$17,575.32	$54.00	$402.89	$17,172.43
21	$17,172.43	$52.76	$404.13	$16,768.30
22	$16,768.30	$51.52	$405.37	$16,362.93
23	$16,362.93	$50.28	$406.62	$15,956.32
24	$15,956.32	$49.03	$407.86	$15,548.45
Year #2 End				
25	$15,548.45	$47.77	$409.12	$15,139.33
26	$15,139.33	$46.52	$410.37	$14,728.96
27	$14,728.96	$45.26	$411.64	$14,317.32
28	$14,317.32	$43.99	$412.90	$13,904.42
29	$13,904.42	$42.72	$414.17	$13,490.25
30	$13,490.25	$41.45	$415.44	$13,074.81
31	$13,074.81	$40.17	$416.72	$12,658.09

32	$12,658.09	$38.89	$418.00	$12,240.10
33	$12,240.10	$37.61	$419.28	$11,820.81
34	$11,820.81	$36.32	$420.57	$11,400.24
35	$11,400.24	$35.03	$421.86	$10,978.38
36	$10,978.38	$33.73	$423.16	$10,555.22
Year #3 End				
37	$10,555.22	$32.43	$424.46	$10,130.76
38	$10,130.76	$31.13	$425.76	$9,705.00
39	$9,705.00	$29.82	$427.07	$9,277.93
40	$9,277.93	$28.51	$428.38	$8,849.54
41	$8,849.54	$27.19	$429.70	$8,419.84
42	$8,419.84	$25.87	$431.02	$7,988.82
43	$7,988.82	$24.55	$432.34	$7,556.48
44	$7,556.48	$23.22	$433.67	$7,122.80
45	$7,122.80	$21.89	$435.01	$6,687.80
46	$6,687.80	$20.55	$436.34	$6,251.45
47	$6,251.45	$19.21	$437.68	$5,813.77
48	$5,813.77	$17.86	$439.03	$5,374.74
Year #4 End				
49	$5,374.74	$16.51	$440.38	$4,934.37
50	$4,934.37	$15.16	$441.73	$4,492.64
51	$4,492.64	$13.80	$443.09	$4,049.55
52	$4,049.55	$12.44	$444.45	$3,605.10
53	$3,605.10	$11.08	$445.81	$3,159.29
54	$3,159.29	$9.71	$447.18	$2,712.10
55	$2,712.10	$8.33	$448.56	$2,263.55
56	$2,263.55	$6.95	$449.94	$1,813.61
57	$1,813.61	$5.57	$451.32	$1,362.29
58	$1,362.29	$4.19	$452.71	$909.59
59	$909.59	$2.79	$454.10	$455.49
60	$455.49	$1.40	$455.49	-$0.00
Year #5 End				

Mineral Point, Wisconsin

Staff Report

1/31/2025

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Finance Committee
Department Reporting: Administration	Submitted by: Matthew Honer

ISSUE: Discussion and consideration of financing for the purchase of land from Robert V. Goodweiler and Edith L. Goodweiler located between Shake Rag Street. and Antoine Street.

BACKGROUND/ANALYSIS:

$533,375 for 35.67 acres of "undeveloped" land and 4 existing buildable lots fronting Antoine St. The City will install fencing on the northern boundary. Approximately $550,000.

The Administrator reached out to three local banks and reviewed rates publicly available from the Board of Commissioners of Public Lands (BCPL). The Administrator also discussed the matter with Justin Fischer from Baird.

The BCPL does not publish their revenue obligation loan rates but their website states that revenue obligation loan rates are expected to be higher than the general obligation rates, which is consistent with all lenders.

BCPL (GO Rates)		FSB (Initial)		FSB (Revised)		MCB	
Term	Rate	Term	Rate	Term	Rate	Term	Rate
2 Year	5.75%	5 year	5.385%			5 year	5.62%
3- 5 Year	6.00%	10 year	5.755%	10 year	5.33%	5 year/10 year amortization	5.87%
6-10 Year	6.25 %	20 year	6.295%	15 year	5.53%	10 year	6.13
11-20 Year	6.5%			20 year	5.695%		

RECOMMENDATION: Recommend proceeding with the lowest rate.

FISCAL IMPACT: $550,000 (TID)

ATTACHMENTS:

RESOLUTION NO. 2025 - 02

RESOLUTION AUTHORIZING BORROWING $550,000 FOR THE ACQUISITION OF LAND FOR FUTURE DEVELOPMENT IN TID #2.

WHEREAS, the Common Council of the City of Mineral Point, Iowa County, Wisconsin (the "City") hereby finds and determines that it is desirable and in the best interest of the City to raise funds for public purposes, including the acquisition and development of land for future residential development within the established Tax Increment District #2 (collectively, the "Project"); and

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue promissory notes for such public purposes; and

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable, and in the best interest of the City to borrow funds in the sum of $550,000 to acquire land for future development within the established Tax Increment District #2;

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, AS FOLLOWS;

The Mayor and City Clerk-Treasurer are authorized to borrow the sum of $550,000 from Farmers Savings Bank, Mineral Point, WI on such terms and conditions attached hereto as Exhibit A.

Adopted and approved this 11th day of February 2024.

____
Danny Clark, Mayor

ATTEST:

____
Christy Skelding, City Clerk

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

The following voted Aye:____

The following voted No:____

The Mayor declared the resolution adopted.

RESOLUTION NO. 2025 - 03

RESOLUTION AUTHORIZING THE REORGANIZATION OF WATER, SEWER, AND GENERAL OBLIGATION DEBT.

WHEREAS, the Common Council of the City of Mineral Point, Iowa County, Wisconsin (the "City") seeks to make payments on its debt obligations in accordance with the requirements of the original borrowing agreements; and

WHEREAS, the Common Council hereby determines it is in the best interest of the City to transfer the full repayment obligation of the 2015 Safe Drinking Water Loan and 2020 Safe Drinking Water Loan to the municipal water and sewer utilities due to the revenue obligations of those loans; and

WHEREAS, the 2020 Water Tower loan is a general obligation loan currently being paid by the water utility;

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, AS FOLLOWS;

1. The 2015 Safe Drinking Water Loan shall be repaid in full by the City of Mineral Point's Water Utility, as shown in Exhibit A.
2. The 2020 Safe Drinking Water Loan shall be repaid in full by the City of Mineral Point's Water and Sewer Utilities, as shown in Exhibit A.
3. The 2020 Water Tower Loan shall be repaid in full by the City of Mineral Point's Sewer Utility and the General Obligation Debt Levy, as shown in Exhibit A.

Adopted and approved this 11th day of February 2024.

____
Danny Clark, Mayor

ATTEST:

____
Christy Skelding, City Clerk

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

The following voted Aye:____

The following voted No:____

The Mayor declared the resolution adopted.

Exhibit A

2015 SDWL		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Current											
Debt Levy		$ 23,394.63	$ 23,391.47	$ 23,388.26	$ 23,384.99	$ 23,381.66	$ 23,378.27	$ 23,374.82	$ 23,371.29	$ 23,367.75	$ 23,364.11
Water Revenue		$ 11,944.69	$ 11,943.08	$ 11,941.44	$ 11,939.77	$ 11,938.07	$ 11,936.34	$ 11,934.58	$ 11,932.78	$ 11,930.96	$ 11,929.10
	Total	$ 35,339.32	$ 35,334.55	$ 35,329.70	$ 35,324.76	$ 35,319.73	$ 35,314.61	$ 35,309.40	$ 35,304.07	$ 35,298.71	$ 35,293.21
Proposed											
Debt Levy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water Revenue		$ 35,339.32	$ 35,334.55	$ 35,329.70	$ 35,324.76	$ 35,319.73	$ 35,314.61	$ 35,309.40	$ 35,304.07	$ 35,298.71	$ 35,293.21
	Total	$ 35,339.32	$ 35,334.55	$ 35,329.70	$ 35,324.76	$ 35,319.73	$ 35,314.61	$ 35,309.40	$ 35,304.07	$ 35,298.71	$ 35,293.21

2020 SDWL		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Current															
Debt Levy		$ 29,776.90	$ 29,773.26	$ 29,769.56	$ 29,765.79	$ 29,761.96	$ 29,758.06	$ 29,754.09	$ 29,750.05	$ 29,745.94	$ 29,741.75	$ 29,737.50	$ 29,733.17	$ 29,728.76	$ 29,724.28
Water Revenue		$ 14,635.24	$ 14,633.45	$ 14,631.64	$ 14,629.79	$ 14,627.90	$ 14,625.98	$ 14,624.03	$ 14,622.05	$ 14,620.03	$ 14,617.97	$ 14,615.88	$ 14,613.75	$ 14,611.59	$ 14,609.38
Sewer Revenue		$ 6,228.84	$ 6,228.08	$ 6,227.31	$ 6,226.52	$ 6,225.72	$ 6,224.90	$ 6,224.07	$ 6,223.23	$ 6,222.36	$ 6,221.49	$ 6,220.60	$ 6,219.69	$ 6,218.77	$ 6,217.83
	Total	$ 50,640.98	$ 50,634.79	$ 50,628.50	$ 50,622.10	$ 50,615.58	$ 50,608.94	$ 50,602.19	$ 50,595.33	$ 50,588.33	$ 50,581.21	$ 50,573.98	$ 50,566.62	$ 50,559.12	$ 50,551.49
Proposed															
Debt Levy		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water Revenue		$ 29,916.73	$ 29,914.94	$ 29,913.13	$ 29,911.28	$ 29,909.39	$ 29,907.47	$ 29,905.52	$ 29,903.54	$ 29,901.52	$ 29,899.46	$ 29,897.37	$ 29,895.24	$ 29,893.08	$ 29,890.87
Sewer Revenue		$ 20,724.25	$ 20,719.85	$ 20,715.37	$ 20,710.82	$ 20,706.19	$ 20,701.47	$ 20,696.67	$ 20,691.79	$ 20,686.81	$ 20,681.75	$ 20,676.61	$ 20,671.38	$ 20,666.04	$ 20,660.62
	Total	$ 50,640.98	$ 50,634.79	$ 50,628.50	$ 50,622.10	$ 50,615.58	$ 50,608.94	$ 50,602.19	$ 50,595.33	$ 50,588.33	$ 50,581.21	$ 50,573.98	$ 50,566.62	$ 50,559.12	$ 50,551.49

2020 Water Tower		2026	2027	2028	2029	2030
Current						
Debt Levy		$ -	$ -	$ -	$ -	$ -
Water Revenue		$ 89,522.00	$ 89,522.00	$ 89,522.00	$ 89,522.00	$ 89,510.08
	Total	$ 89,522.00	$ 89,522.00	$ 89,522.00	$ 89,522.00	$ 89,510.08
Proposed						
Debt Levy		$ 53,171.53	$ 53,164.73	$ 53,157.82	$ 53,150.79	$ 53,143.62
Sewer Revenue		$ 36,350.47	$ 36,357.27	$ 36,364.18	$ 36,371.21	$ 36,378.38
	Total	$ 89,522.00	$ 89,522.00	$ 89,522.00	$ 89,522.00	$ 89,522.00