



Mineral Point, Wisconsin

CITY OF MINERAL POINT

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

AGENDA

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, March 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 February 11, 2025 meeting.
 - b. Approval of monthly bills. *Finance Committee recommendation to be reported at Council meeting.*
- 8. New Business.**
 - a. Consideration of an amendment to the existing water tower lease agreement with MH Telecom, LLC. *Finance Committee Recommendation to be reported at the meeting.*
 - b. Consideration of Memorandum of Understanding with Stockton Hardware, LLC. *Public Health and Property and Finance Committee recommendations to be reported at the meeting.*
 - c. Possible Consideration of an Ordinance amending Chapter 31 of the Municipal Ordinance related to City Officials. *Ordinance and Claims Committee Recommendations to be reported at the meeting.*
 - d. Possible Consideration of an Ordinance amending Chapter 151 of the Municipal Ordinance related to the composition of the Historic Preservation Commission. *Ordinance and Claims Committee Recommendations to be reported at the meeting.*
 - e. Possible Consideration of an Ordinance amending Chapter 73 of the Municipal Ordinance related to the placement of stop signs at the intersection of William Street and Shake Rag Street. *Ordinance and Claims Committee Recommendations to be reported at the meeting.*
 - f. Possible Consideration of an Ordinance amending Chapter 74 of the Municipal Ordinance related to Schedule III: No Parking Areas, Schedule IV: Parking for Persons with Disabilities., and Schedule V: Alternate Side Parking Exemption. *Ordinance and Claims Committee Recommendations to be reported at the meeting.*
 - g. Consideration of Resolution Amending City of Mineral Point Employee Vacation Schedule. *Personnel Committee recommendations to be reported at the meeting.*
 - h. Consideration of Resolution expressing the intent to vacate Margaret and John Streets located within Stavey's Addition.
 - i. Motion to convene in Closed Session via roll call vote pursuant to Wis. Stats. §19.85(1)(c) for consideration of employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Streets Foreman Position).

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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



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-
- j. Convene in Closed Session.
 - k. The Council may reconvene in Open Session to act upon any matter properly discussed in Closed Session.

9. Adjourn.

[Join the meeting now](#), Meeting ID: 228 492 658 711 Passcode: qE3fC6vB

Dial in by phone: [+1 872-256-4172,,132335349#](#) Phone conference ID: 132 335 349#

Agenda Posted and Distributed: Friday, March 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.

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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

MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, February 11, 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	Excused		Galle	Present
Others Present: Administrator Honer, Clerk-Treasurer Skelding, Library Director Diane Palzkill, Dirrick Wahl, Bart Nies, Fire Chief Deven Walrack, Matthew Payne, Molly Huie, Pat Reilly, Dave Owen, Alan (online, no last name)				

PERSONS DESIRING TO BE HEARD – None.

MAYOR'S CORRESPONDENCE – The Mayor expressed appreciation to the Mineral Point Opera House for their recent shows.

ADMINISTRATOR'S REPORT – Average daily pumping in December at the sewer plant has significantly decreased from last year. Reported difference of over 3 million gallons of water per month that the city is not losing anymore. Kudos to Water and Sewer Department on their great work.

CLERK-TREASURER'S CORRESPONDENCE – None.

CONSENT AGENDA

- a. Approval of January 14, 2025 Minutes and Proceedings.
- b. Approval of monthly bills.

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

Motion (Galle/Allendorf) to approve the consent agenda as presented. Motion carried, all voting aye (7-0).

NEW BUSINESS

CONSIDERATION OF PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE DAVIS STREET RECONSTRUCTION AND OTHER INFRASTRUCTURE IMPROVEMENTS IN 2025.

Bart Nies, Delta 3 Engineering, presented the project estimates for Davis Street. The cost estimate is roughly \$450,000. Property owners are responsible for 50% of any new sidewalk, and curb and gutter.

Nies asked the Council if they would like to extend the sidewalk from where it currently stops on Pine Street. Adding this section of sidewalk would cost roughly \$12,000. The recommendation from the Joint Streets and Water/Sewer committee is to put this section of sidewalk in.

If the Council moves forward with this sidewalk addition and decides to assess the owners 50/50, there will be a public assessment hearing.

Construction contracts will be awarded in April.

Motion (Christensen/Burrows) to approve plans for Davis Street as presented, including the sidewalk extension on Pine Street. Motion carried by roll call, all voting aye, with alder Graber voting no (6-0-1).

Proposed Infrastructure Improvements were discussed at the Joint Streets and Water/Sewer committee meeting. The committee recommended moving forward with improvements on Washington Street from Pine to Wisconsin and on Wisconsin Street from Washington to Mineral.

The City budgeted \$638,000, which was part of the 2023-2025 borrowing. If the City were to go over that amount, it would have to look at borrowing additional funds. Administrator Honer recommends not re-paving the whole street with this project. He would like to prioritize water mains.

Motion (Burrows/Allendorf) to get bids with alternates for full repaving of Washington Street from Pine to Wisconsin and Wisconsin Street from Washington to Mineral. Motion carried by roll call, all voting aye (8-0).

CONSIDERATION OF UPDATED WASTE HAULER AGREEMENT.

In the proposed Waste Hauler Agreement, rates were raised from \$.05249/gallon to \$.06/gallon for septic waste and from \$.02/gallon to \$.03/gallon for holding waste.

Streets, Water & Sewer Committee recommends accepting the agreement as presented.

Motion (Christensen/Weier) to approve an updated waste hauler agreement. Motion carried, all voting aye (7-0).

CONSIDERATION OF DOSING PUMP REBUILD.

Sabel Mechanical submitted an estimate in the amount of \$4,620.68 for the rebuilding of the dosing pump at the sewer plant. The price does not include labor for re-installation, only parts and labor to re-build the pump. The re-installation would be done on a time and materials basis.

Water and Sewer Committee and Finance Committee recommends to accept the rebuild proposal.

Motion (Allendorf/McKeon) to approve rebuilding of the dosing pump. Motion carried, all voting aye (7-0).

CONSIDERATION OF WELL 4 CORROSION ASSESSMENT.

Water and Sewer Superintendent Fosbinder received a proposal from Water Quality Investigations to assist with investigating the corrosion issue at Well 4. Tasks would include water quality assessment, well rehabilitation, post rehabilitation well assessment and maintenance plan, and additional testing.

Water and Sewer Committee and Finance Committee recommends approving the corrosion assessment as presented.

Motion (Christensen/Burrows) to approve items 1-4 on well 4 corrosion assessment. Motion carried, all voting aye (7-0).

DISCUSSION AND CONSIDERATION OF DISTRIBUTING IOWA COUNTY ECONOMIC DEVELOPMENT FUNDING TO THE MINERAL POINT OPERA HOUSE FOR MARKETING EXPENSES.

The City acts a pass through as this is a grant from Iowa County. Finance Committee recommends approval.

Motion (Allendorf/Christensen) to approve distributing Iowa County Economic Development funding to the Mineral Point Opera House for marketing expenses. Motion carried, all voting aye (7-0).

CONSIDERATION OF CITY ADMINISTRATOR WAGE INCREASE FOR 2025.

Personnel Committee recommends a 4% wage increase for the City Administrator.

Motion (Allendorf/Christensen) to approve the City Administrator wage increase for 2025. Motion carried by roll call, all voting aye (7-0).

CONSIDERATION OF HIRING ALEXES LIDDELL AS A PART-TIME POLICE OFFICER.

The Personnel Committee recommends the approval of hiring Alexes Liddell as a part-time police officer.

Motion (Burrows/Allendorf) to approve the hiring of Alexes Liddell as a part-time Police Officer. Motion carried, all voting aye (7-0).

CONSIDERATION OF AGREEMENT WITH THE MINERAL POINT POLICE ASSOCIATION/WISCONSIN PROFESSIONAL POLICE ASSOCIATION.

The City has been in negotiations with the WPPA since late spring/early summer. In late December, the Personnel Committee made a final offer. The WPPA has accepted the final offer. Items tentatively agreed to include a wage increase of 5% over the next three years, establishing a higher pay rate for the Sergeant, adding a shift differential, sick leave payout, adding a 6th week of vacation for those working over 25 years, allowing employees to use sick time to care for themselves or family, and allowing employees to accrue comp time up to 80 hours.

Administrator Honer provided Council members with a chart showing the increase in cost year-over-year for the term of the contract. Honer stated that he would expect that if the contract is denied and negotiations were to go to

mediation or arbitration, a very similar contract would be the end result. Council members discussed the pros and cons of the contract. The Mayor expressed concerns regarding the increasing costs of the Police Dept.

Motion (Burrows/Allendorf) to approve the agreement with the Mineral Point Police Association/Wisconsin Professional Police Association. Motion carried by roll call, (5-1-1), Alderman Galle voting no, Alderman Weier abstaining.

CONSIDERATION OF GENERAL BUSINESS SECURITY AGREEMENT AND PROMISSORY NOTE FOR FIVE POINTS MARKET, LLC., A NEW LOAN FROM THE CITY'S REVOLVING LOAN FUND.

Molly Huie, Five Point Market, LLC, is requesting \$25,000 from the City's revolving loan fund to help fix and replace equipment at her business in order to keep the business afloat.

The Finance Committee recommends Council approval.

Motion (Weier/Burrows) to approve the General Business Security Agreement and Promissory Note for Five Point Market, LLC, a new loan from the City's Revolving Loan Fund. Motion carried by roll call, all voting aye (7-0).

CONSIDERATION OF BIDS FOR FINANCING THE PURCHASE OF LAND FOR FUTURE RESIDENTIAL DEVELOPMENT.

The Finance Committee recommends approval of financing with Farmers Savings Bank with a 15-year loan at 5.53%.

Motion (Galle/Allendorf) to approve the bid from Farmers Savings Bank for financing the purchase of land for future residential development. Motion carried by roll call, all voting aye, with Alder Christensen abstaining (6-0-1).

CONSIDERATION OF RESOLUTION 2025-02, RESOLUTION AUTHORIZING BORROWING \$550,000 FOR THE ACQUISITION OF LAND FOR FUTURE DEVELOPMENT IN TID #2.

The Finance Committee recommends Council approval.

Motion (Burrows/Allendorf) to approve Resolution 2025-02, authorizing borrowing \$550,000 for the acquisition of land for future development in TID #2. Motion carried, all voting aye (7-0).

CONSIDERATION OF RESOLUTION 2025-03, RESOLUTION AUTHORIZING THE REORGANIZATION OF WATER, SEWER, AND GENERAL OBLIGATION DEBT.

The City has two safe drinking water loans, from 2015 and 2020. The City has been paying part of the loan back through general obligation debt with approval from the Department of Revenue (DOR). DOR no longer allows this. The auditors have recommended to stop this practice. The City is transferring these two loans to the water and sewer utilities and taking on the general obligation debt used to rehabilitate the water tower. The Finance Committee recommends Council approval.

Motion (Burrows/Christensen) to approve Resolution 2025-03, authorizing the reorganization of water, sewer, and general obligation debt. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (McKeon/Graber) to adjourn at 7:21 p.m. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator
Approved:

PROCEEDINGS

CITY OF MINERAL POINT COMMON COUNCIL MEETING

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City Hall Community Room/Virtually

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Weier	Present		Burrows	Present
McKeon	Present		Allendorf	Present
Martin	Excused		Galle	Present
Others Present: Administrator Honer, Clerk-Treasurer Skelding, Library Director Diane Palzkill, Dirrick Wahl, Bart Nies, Fire Chief Deven Walrack, Matthew Payne, Molly Huie, Pat Reilly, Dave Owen, Alan (online, no last name)				

PERSONS DESIRING TO BE HEARD – None.

MAYOR’S CORRESPONDENCE – The Mayor expressed appreciation to the Mineral Point Opera House for their recent shows.

ADMINISTRATOR’S REPORT – Average daily pumping in December at the sewer plant has significantly decreased from last year. Reported difference of over 3 million gallons of water per month that the city is not losing anymore. Kudos to Water and Sewer Department on their great work.

CLERK-TREASURER’S CORRESPONDENCE – None.

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ADJOURNMENT

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Matthew Honer, City Administrator
Approved:

Council Check Report
Tuesday, March 11, 2025

	Regular	Manual	Pay Apps	Total
Pooled Cash - General	78,261.97	21,433.09		99,695.06
Pooled Cash - Library	9,476.95	1,861.07		11,338.02
Pooled Cash - Debt Service				-
Pooled Cash- Outlay Fund	128.56			
Pooled Cash - Capital Projects	18,748.94			18,748.94
Pooled Cash - Water	118,224.51	5,191.51		123,416.02
Pooled Cash - Sewer	21,600.03	7,167.94		28,767.97
Pooled Cash-TID #2	740.00			740.00
Pooled Cash- ARPA	73,257.93	9,023.94		
Pooled Cash- Revolving Loan Fund				
Sewer Loan Checking				-
Police/City Garage Fund				
MP Summer Rec				-
DARE Program	1,260.60			1,260.60
Capital Project Checking-MCB				-
Total	\$ 321,699.49	\$ 44,677.55	\$ -	\$ 366,377.04

Finance Committee Approval

Keith Burrows

Gary Galle

Dean Martin

Alternate



3/10/2025

Mineral Point, Wisconsin

☒ 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 an Amendment to the existing water tower lease agreement with MH Telecom, LLC	
<u>BACKGROUND/ANALYSIS:</u> The agreement between the City of Mineral Point and MHTC for a fixed wireless facility on top of the City Water Tower has expired. While the City and MHTC negotiate terms of a renewal agreement, the amendment allows the continuation of the existing lease agreement, through May 2025.	
<u>RECOMMENDATION:</u> Recommend Council approval.	
<u>FISCAL IMPACT:</u> Current rent is \$281.75 per quarter.	
<u>ATTACHMENTS:</u> Draft Amendment, and base agreement.	

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT (“Amendment”) is entered into effective as of February 27, 2025, by and between the City of Mineral Point, Iowa County, Wisconsin (the “**City**”) and MH Telecom, LLC, a Wisconsin limited liability company dba MHTC (“**MHTC**”). City and MHTC are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**.”

WITNESSETH:

WHEREAS, City and MHTC are parties to that certain Water Tower Lease Agreement, dated February 3, 2009 (the “**Lease**”); and

WHEREAS, the Parties hereto desire to amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

- 1. Recitals.** The recitals hereto are hereby incorporated by reference.
- 2. Definitions.** All capitalized terms in this Amendment that are not defined herein shall have the same definition as set forth in the Lease.
- 3. Term.** The Parties agree to extend the current renewal term of the Lease through May 31, 2025 at the then-current Base Rent (the “**Extension Term**”). The Parties agree that if a new lease is negotiated between the Parties, the rent / license fee agreed to under the new lease shall be applied retroactively to February 4, 2025, offset by any Base Rent paid during the Extension Term.
- 4. Ratification; Conflicts.** Except as stated herein, all other terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed. If there is any conflict between the terms of this Amendment and the Lease, this Amendment shall control.
- 5. Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission (i.e., email or in pdf. format) shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written above.

The City of Mineral Point

MH TELECOM, LLC dba MHTC

By: _____
Name: _____
Title: Mayor

By: _____
Name: John Van Ooyen
Title: CEO / General Manager

By: _____
Name: _____
Title: City Clerk

WATER TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 3RD day of FEBRUARY, 2009, by and between the City of Mineral Point, Iowa County, Wisconsin, 53565, a Wisconsin municipal corporation ("City" or "Lessor") and MH Telecom, LLC, ("MHTC" or "Lessee") a Wisconsin Limited Liability Company, 200 East Main Street, Mt. Horeb, Wisconsin 53572. City and MHTC are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, City owns property located on CHURCH Street in the City of Mineral Point, Wisconsin, with property tax identification number N/A (the "Property"); and

WHEREAS, City owns, maintains and operates a water tower (the "Tower") on the Property; and

WHEREAS, MHTC desires to occupy and City has the right and authority to lease space on the Tower and inside the base of the Tower at the Property for MHTC to attach equipment, facilities and appurtenances for MHTC's wireless broadband communications services operations.

NOW, THEREFORE, in consideration of the mutual promises, conditions and other good and valuable consideration of the Parties hereto, it is covenanted and agreed as follows:

1. Lease of Space. City hereby grants to MHTC, and MHTC hereby receives and accepts from City, a lease to use the following described space:
 - 1.1. Attachment locations upon the Tower (collectively, the "Tower Space") for the placement and affixing of antennas at no greater than fifteen (15) feet above the highest point of the existing structure (the "Tower Equipment"). The total number of antenna being attached to the Tower by MHTC is four (4); and
 - 1.2. Space inside the base of Tower, in an area no greater than five (5) feet by five (5) feet (the "Ground Space") for the placement of a cabinet to house the required wireless equipment (the "Ground Equipment").

A layout and design of the Tower Space and Ground Space will be provided by MHTC to City for approval prior to installation.

2. Privileges. City hereby confers upon MHTC the following described privileges appurtenant to the Property which, so long as there are no defaults hereunder, shall continue for the duration hereof:
 - 2.1. An easement to connect MHTC's Ground Equipment and Tower Equipment to a 20 amp, 110VAC electrical power source located on the Property as further described in Section 7;

- 2.2. An access easement to travel between the Property and the nearest adjacent public road over routes which City is entitled to use and to traverse other portions of the Property reasonably necessary to accomplish MHTC's purposes as contemplated herein. MHTC understands and agrees that such right of travel over the Property to the Tower, Tower Space, and Ground Space, and as reasonably necessary to accomplish MHTC's purposes as contemplated herein, is non-exclusive and that other entities and users have the right to travel on and over the Property; and
 - 2.3. An easement to install facilities (e.g., conduit, fiber, wires, cables) necessary to connect MHTC's Ground Equipment and Tower Equipment to the facilities of MHTC.
 - 2.4. The City agrees to make such other reasonable additional direct grants of easement as MHTC may request in order to further the purposes for which MHTC has been granted the easements set forth in Section 2.
3. Use of Property.
- 3.1. MHTC shall be entitled to use the Property to install, operate, monitor, maintain, repair, upgrade and modify as necessary thereon equipment for the provision of wireless broadband communications services including, but not limited to, its Ground Equipment and Tower Equipment as set forth in this Lease. MHTC's use of the Property shall at all times comply with and conform to all laws and regulations applicable thereto. MHTC shall obtain approval from City or City's consulting engineer prior to attaching any equipment, facilities or appurtenances to the Tower.
 - 3.2. MHTC agrees to repair any damage to roads, land, the Tower, the Property or other City property caused by the construction and installation of MHTC's equipment.
 - 3.3. MHTC shall have the right to conduct surveys, soil tests, radio signal propagation tests, structural analyses and any other tests or investigation which MHTC deems necessary or desirable to determine whether or not the Property is suitable for MHTC's permitted use hereunder, provided that such tests shall be at MHTC's sole expense, and shall not damage the Property or the Tower or interfere with any other person's use of the Property or the Tower. MHTC will provide five (5) days' written notice to City prior to conducting such tests, surveys or analysis.
4. Initial Term. The initial term of this Lease shall be four (4) years. The initial term shall commence upon the date on which MHTC's Tower Equipment is placed into commercial operation or within sixty (60) days of the date of execution of this Lease, whichever is earlier (the "Commencement Date"). MHTC shall inform City in writing of the Commencement Date of the initial term.

5. Renewal. This Lease shall automatically renew and extend for up to three (3) additional terms of four (4) years each, upon a continuation of all the same provisions hereof, unless MHTC gives written notice to City at least ninety (90) days prior to the expiration of the then-current term of MHTC's intention to terminate the Lease whereupon, following such notice, this Lease shall terminate with the expiration of the then-current term.
6. Rent.
 - 6.1. MHTC will pay to City rent of \$75.00 per month, payable beginning on the 1st day of the month for the term of this Lease ("Base Rent"). For each of the three additional terms of this Lease, the Base Rent shall be adjusted for the duration of said additional term in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the initial term of this Lease commenced. (E.g. if the Consumer Price Index rose by 5% during the 4 year initial term, the rent for the 4 year first renewal term would be \$78.75 per month). "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If said Consumer Price Index ceases to be published, then a reasonably comparable index shall be used.
 - 6.2. MHTC will install and provide at no charge for the term of this Lease broadband internet access service (1.5M / 768K) to two (2) locations selected by City, provided MHTC can provide its wireless broadband internet access service to those locations without additional cost or expense. Standard basic receiving equipment for these two (2) locations will be provided at no cost to City.
7. Utilities. City shall provide MHTC with electric power, in the manner described in Section 2.1 above, at no additional charge to MHTC. MHTC shall install at its expense an electrical code-compliant receptacle and may at its expense install UPS filtering equipment, provided the installation, placement and provision does not materially interfere with the use of the Property by City. City shall solely and independently be responsible for the separate metering, billing and payment of all electric utility service. City shall review electrical bills for a period of twelve (12) months prior to MHTC installation ("Base Period"). If there is an increase in electric usage at the Property greater than ten (10) percent compared to the Base Period at any time during the initial term or renewal term of the Lease due to MHTC activity, MHTC agrees to pay the difference. This excess electric utility bill shall be billed on a monthly, quarterly or annual basis as determined by City and shall be payable by MHTC within thirty (30) days of receipt of said bill.
8. Taxes. MHTC shall be responsible only for taxes levied against MHTC's equipment. City shall be responsible for taxes levied against the Property, the Tower, City's other structures and equipment, and, by arrangement with the landowner (if other than City), the underlying land.

9. Access. Beginning on the date of this Lease as first set forth above, MHTC shall have nonexclusive, unlimited access to the Property and the Tower twenty-four (24) hours per day, seven (7) days a week for the purposes as contemplated herein; provided, however, that MHTC will schedule its non-emergency work on the Tower so as not to interfere with the City's maintenance and repair of the Tower. MHTC shall comply with all local and federal safety regulations and laws, emergencies notwithstanding. MHTC's access to the Tower shall be limited to work performed on MHTC's behalf by qualified tower riggers and other reasonably necessary qualified personnel, hired at MHTC's sole expense. Except in the case of an emergency, MHTC shall provide a minimum of three (3) days' notice before performing any work on the Tower to MHTC's Tower Equipment. No such advance notice is required for work on MHTC's Ground Equipment. The meaning of the term "emergency" used herein shall include without limitation circumstances which are reasonably likely to threaten the life or safety of persons or cause physical damage to property as well as instances where MHTC's wireless broadband communications services customers are experiencing service outages.
10. Non-Interference. Subsequent to the installation of MHTC's antennas, City shall not permit itself, its lessees or licensees (i.e., other tenants), to install new equipment on the Tower, Property or property contiguous thereto owned or controlled by City, if such equipment is likely to cause interference with MHTC's operations. Such interference shall be deemed a material breach of this Lease by City. In the event interference occurs, City agrees to take all action necessary to eliminate such interference. If the interference cannot be eliminated within forty-eight (48) hours after receipt of written notice from MHTC to City, City shall temporarily disconnect the electric power and shut down such of its or its other tenants' operations (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and shall within a reasonable time period correct, eliminate or remedy said interference to the satisfaction of MHTC. In the event City fails to comply with this paragraph, MHTC may terminate this Lease without any further obligation to pay rent and/or pursue other remedies available under this Lease, at law or in equity.
11. Compliance with Laws. The Parties shall, at their own cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies including, but not limited to, the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"), having jurisdiction over the Property and the Parties' operations thereupon. City makes no representations or warranties with respect to the Tower's registration with the FCC. MHTC is solely responsible for any and all FCC or other governmental approvals or registrations, whether federal, state or local, related to MHTC's use of the Tower. In the event the FCC, or other governmental agency requires the Tower to be registered or requires other regulatory approval during the initial term of this Lease or any additional terms thereof, the Parties shall cooperate with one another to register the Tower and obtain any required regulatory approvals.

12. Aviation Hazard Marking. City agrees to be solely responsible for full compliance, at all times, with any and all applicable laws relating to the Tower including, but not limited to, marking, lighting, maintenance, inspection, recording and notification requirements of the FAA or other aviation regulatory body or the FCC. MHTC agrees to be solely responsible for any license, approval, marking, lighting, inspection, registration or notification by or to the FAA or other aviation regulatory body or the FCC required as a result of the placement of MHTC's Tower Equipment on the Tower.
13. Tower Maintenance. City represents that it has the right and responsibility to repair and maintain the Tower. If the Tower is damaged for any reason, other than a negligent or wrongful act or omission of MHTC or its contractors, so as to render it substantially unusable for MHTC's intended use, rent shall abate for such a period until City, at its expense, restores the Tower to its condition prior to such damage. In the event that the time to complete restoration of the Tower exceeds thirty (30) days, MHTC shall have the right to terminate this Lease without any further obligation to pay rent. MHTC shall, with reasonable advance notification from City, move its equipment at its own expense when necessary for City to perform painting, repairs and/or maintenance on the Tower.
14. Mutual Indemnification. MHTC shall indemnify and hold City, its employees, agents, and contractors harmless from and against any loss, damage or injury caused by, or on behalf of, or through the fault of MHTC, or MHTC's employees, agents or contractors, or resulting from MHTC's use of the Property or its presence at the Property. City shall indemnify and hold MHTC, its employees, agents, and contractors harmless from and against any loss, damage or injury caused by, or on behalf of, or through the fault of City, or City's employees, agents or contractors. Neither Party shall be required to hold the other Party harmless against the consequences of such other Party's own willful or negligent conduct.
15. Insurance. MHTC shall maintain commercial general liability insurance insuring it against liability for bodily injury, death or damage to personal property arising out of the activities contemplated under this Lease with combined single limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate. In addition, MHTC shall maintain commercially reasonable insurance appropriate for the uses and activities contemplated under this Lease, including, but not limited to the following: Worker's Compensation in statutory amounts, employer's liability insurance with combined single limits of \$1,000,000. City reserves the right to require increased or additional insurance coverage during the additional terms of the Lease, consistent with reasonable and prudent business practices. Any policy required to be obtained hereunder (except for Worker's Compensation) shall name City as an additional insured and a certificate of insurance shall be provided to City upon reasonable request.
16. Opportunity to Cure Defaults/Remedy for Breach. If City or MHTC fails to comply with any provision of this Lease which the other Party claims to be a default hereof, the Party making such claim shall serve written notice of such default upon the defaulting Party, whereupon a grace period of 30 days shall commence to run during which the defaulting Party shall undertake and diligently pursue a cure of the default. Such grace period shall

automatically be extended by the non-defaulting Party for an additional thirty- (30) day period, provided the defaulting Party makes a good faith showing that efforts toward a cure are continuing. In the event of an uncured default, the non-defaulting Party may cure such default and mitigate its damages. The reasonable costs of curing such default shall be payable by the defaulting Party upon the written demand of the non-defaulting Party. This section shall not apply in cases of interference, which instead shall require immediate and effective curative action as set forth in Section 10, above.

17. MHTC's Separate Property. City hereby agrees that MHTC's equipment including, but not limited to, MHTC's antennas, are and shall remain MHTC's separate personal property, and that said property shall never be considered fixtures to the real estate. MHTC shall at all times be authorized to remove MHTC's equipment and antenna(s) from the Property, provided that such removal is accomplished without damage to the property of City or third parties, and in accordance with the terms of this Lease. City waives any lien rights it may have concerning MHTC's equipment including, but not limited to, MHTC's antennas and related facilities which are deemed MHTC's personal property and not fixtures, and MHTC has the right to remove the same at any time without City's consent.
18. Assignment of MHTC's interest. MHTC shall not sublease, assign, mortgage or otherwise encumber its rights in the Property or this Lease, without the express written consent of City, which may be withheld for any or no reason.
19. Multiple Users. MHTC shall not sublet the Property or any portion thereof. MHTC shall not permit the Property to become occupied by multiple users purporting to concurrently hold MHTC's rights and privileges hereunder. Nothing in this Lease shall be construed to prohibit City from leasing space on the Tower or the Property to others, provided that any such additional leases to others shall contain provisions prohibiting interference with MHTC's operation of its equipment under this Lease.
20. Quiet Enjoyment. City covenants that MHTC shall have, subject to the terms of this Lease, quiet and peaceable possession of the Property throughout the duration of this Lease, and that City will not intentionally disturb MHTC's occupancy thereof as long as MHTC is not in default hereunder.
21. MHTC's Termination Right.
 - 21.1. In addition to and not in limitation of MHTC's right to terminate this Lease pursuant to Section 5, MHTC shall have the right to terminate this Lease without any further obligation to pay rent upon the occurrence of any of the following events and prompt notice thereafter to the City:
 - 21.1.1. If the approval of or issuance of a license or permit by any agency, board, court or other governmental authority necessary for the initial installation and/or operation of MHTC's equipment cannot be obtained on terms

reasonably satisfactory to MHTC, or is revoked, canceled or lapses, in any case through no fault of the MHTC; or

21.1.2. If MHTC determines based upon soil boring tests, structural analyses, radio signal propagation tests or interference with MHTC's reception or transmission, in all cases conducted prior to MHTC's commencing operations at the Property, that the Property is unsuitable for MHTC's permitted use under this Lease; or

21.1.3. If MHTC is unable to occupy and utilize the Property due to an action of the FCC including, without limitation, a take back of channels, license, spectrum or change in frequencies; or

21.1.4. If MHTC determines that the Property is not appropriate for its operations for ~~economic or~~ technological reasons including, without limitation, signal interference.

22. Hazardous Substances. City represents and warrants that, to the best of its knowledge, the Property has never been used for treatment, storage or disposal of any Hazardous Substances (as that term is hereinafter defined), and that, to the best of its knowledge, the Property (including the subsurface water) has not been contaminated by any such Hazardous Substance. In the event Hazardous Substances are deposited on, in or under the Property, solely or partially as a result of any act or omission of City, MHTC shall have the right to terminate this Lease without further liability and City shall indemnify and hold MHTC harmless against any claims arising out of such Hazardous Substances, including all of MHTC's attorney fees and costs, which indemnity shall survive the termination of this Lease. In the event Hazardous Substances are deposited on, in or under the Property, solely or partially as a result of any act or omission of MHTC, City shall have the right to terminate this Lease and MHTC shall indemnify and hold City harmless against any claims arising out of such Hazardous Substances, including all of City's attorney fees and costs, which indemnity shall survive the termination of this Lease. Notwithstanding the foregoing, in the event Hazardous Substances are deposited on, in or under the Property, solely or partially as a result of any act or omission of both parties, or of a party and a third party (not including a party's agent), a party's duty to indemnify and hold the other party harmless shall be in proportion to that party's allocable share of the act or omission causing such contamination. The provisions of this section shall survive the termination of this Lease. For the purposes hereof, "Hazardous Substances" means any hazardous substance as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (including any amendments thereto), pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables or any other substances whose nature and/or quantity of existence, use, release, manufacture or effect renders it subject to clean up, remediation, removal or investigation under any federal, state or local environmental, health, community awareness or safety laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

23. Surrender. Upon the expiration or earlier termination of this Lease, MHTC shall promptly (weather permitting) remove all of MHTC's equipment from the Property and surrender the Property to City in good condition, reasonable wear and tear excepted.
24. Authority. Each Party represents and warrants to the other Party that: (a) it has the right, power and authority to enter into and perform its obligations under this Lease; and (b) the person executing this Lease on behalf of each Party has been duly authorized to bind the Parties hereto.
25. Severability. If any of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if that invalid, illegal or unenforceable provision had not been contained in this Lease.
26. No Partnership. Nothing in this Lease is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.
27. Waiver. The waiver by either Party of any term, covenant, agreement, or condition contained in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition contained in this Lease.
28. Attorney Fees. In any action on this Lease, at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney fees, and costs of appeal.
29. Modifications. This Lease contains the entire agreement of the Parties, and may not be modified, except in writing by the Party against whom such modification is sought to be enforced.
30. Binding Effect. All of the provisions of this Lease shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in interest.
31. Notice. Any notice to a Party required or permitted under this Lease shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt required; or (d) delivered by facsimile; provided that a paper copy is also sent via methods (a), (b), or (c) of this Section. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone. Notices will be addressed to the Parties as follows:

City:
City of Mineral Point
Attn: BETH HARNE
P.O. Box 269
Mineral Point, WI 53565
Fax No. 608-987-3885

MHTC:
MH Telecom, LLC d.b.a. MHTC
Attn: John Dunbar
200 E Main Street
Mt Horeb, WI 53572
Fax No. 608 437-9988

or to such other addresses as City or MHTC shall designate by proper notice.

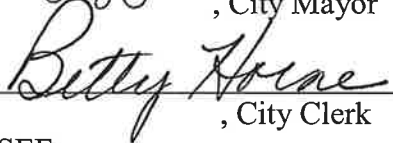
32. Sovereign Immunity. The provisions of this Lease are not meant to, and do not imply or create any waiver of the City's sovereign immunity or any other statutory or legal rights of the City.
33. Wisconsin Law. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Parties hereto bind themselves to this Lease as of the day and year first above written.

LESSOR:

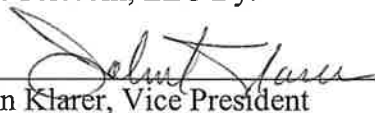
City of Mineral Point, By:


, City Mayor


, City Clerk

LESSEE:

MH Telecom, LLC By:


John Klarer, Vice President



3/10/2025

Mineral Point, Wisconsin

☒ 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 Memorandum of Understanding with Stockton Hardware, LLC.	
<u>BACKGROUND/ANALYSIS:</u> The Public Health and Property Committee reviewed the proposals received for the former City Garage and requested to move forward with discussions with Stockton Hardware, LLC. Stockton Hardware, LLC is currently collecting quotes and bids on the proposed reconstruction, evaluating and applying for grants, and securing the necessary permitting. This process is likely to take a few weeks potentially 2 months. The MOU is an agreement that acknowledges that the City and Stockton Hardware are working together until such a time that it makes sense to enter into a developer's agreement or if it is determined that the project is not feasible.	
<u>RECOMMENDATION:</u> Recommend Council approval.	
<u>FISCAL IMPACT:</u> No impact directly from the MOU.	
<u>ATTACHMENTS:</u> DRAFT MOU.	

MEMORANDUM OF UNDERSTANDING
Between
Stockton Hardware Inc,
And The
City of Mineral Point, Iowa County Wisconsin

Stockton Hardware, Inc (hereinafter referred to collectively as "Developer") is proposing to renovate a commercial building (hereinafter referred to as "HMG Building") located at 114 Fountain Street in the City of Mineral Point (hereinafter referred to as "City") and operate a retail hardware store from said property. This Memorandum of Understanding (MOU) is intended to summarize the commitments of the Developer and City. These commitments will be formalized in a Development Agreement which will be executed by the Developer or Developer's approved assignee and City.

WITNESSETH:

Whereas, the Developer is contemplating the renovation of the HMG Building in the City to establish and operate a commercial retail hardware store on Fountain Street; and

Whereas, the ultimate decision to renovate the HMG Building will be based on the financial feasibility of the project; and

Whereas, the City recognizes the benefits created by the proposed project as being in the interest of the City and its citizens; and

Whereas, it is in the City's best interest that this project be implemented.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. Developer Agreement

In consideration of the obligations of the City as set forth herein, the Developer shall:

1. Obtain a written structural evaluation of the HMG Building as described in the **Proposal** attached to this MOU as Exhibit "A," and which is incorporated into this MOU by reference as if fully set forth herein, by no later than **May XX, 2025**. Provide a copy of the structural evaluation to the City.
3. Advise the City by no later than **May XX, 2025**, as to whether Developer intends to proceed with the acquisition of the HMG Building under the terms and conditions described in the attached **Proposal**.
3. In the event Developer determines to proceed with the acquisition of the HMG Building, enter into a mutually acceptable Development Agreement with the City consistent with the terms and conditions of Exhibit "A."
4. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost of the City unless otherwise mutually agreed.

II. City Agreement

In consideration of the obligations of the Developer as set forth herein, the City shall:

1. Cooperate with the Developer to enable the Developer to obtain the structural evaluation of the HMG Building.

2. Provide copies of all documents known and possessed by the City related to the structural condition of the property, underground storage tanks, and other such documents that report the condition of the existing building.
3. Pay the expense of having an independent contractor televise the sanitary and sewer laterals and provide the resulting report to the Developer.
4. Assist with an application for the Wisconsin Economic Development Corporation's Community Development Investment (CDI) Grant on behalf of the developer and the renovation proposal for the HMG Building.
5. Facilitate the timely review and issuance of city-issued permits, specifically the Zoning Permit and the Certificate of Appropriateness Permit. Upon review and acceptance, permits will be issued and forwarded to the building inspector.
6. Cooperate with the developer to facilitate the timely scheduling of any required meeting of a City Council, Commission, or Committee.
7. Removal of all city property from the building.
8. Reserve \$100,000 in the City's Revolving Loan Fund for a potential city-issued loan to assist in the development of the proposal. Conditions of the loan will be determined as part of the Developers Agreement and loan documents.
9. In the event the Developer determines to proceed with the acquisition of the HMG Building, enter into a mutually acceptable Development Agreement with the Developer consistent with the terms and conditions of Exhibit "A."
10. Any costs expended by the City will be exclusive to the City and will not be a cost of the City unless otherwise mutually agreed.

III. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are preliminary and are subject to change as the project scope is finalized.

Both parties mutually understand the City and the Developer and/or Developer's approved assignee will execute a development agreement. This MOU will expire once both parties sign a development agreement or on May XX, 2025, whichever comes first. The terms stated herein constitute the entire agreement between the Developer and City. The City and the Developer must agree to any amendment to this agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2025.

For the City of Mineral Point:

Danny Clark, Mayor

Christy Skelding, Clerk-Treasurer

Date

Date

For Developer:

Jim Nadig

Date

DRAFT

March 05, 2025
Jim and Julie Nadig
Sarah VenHuizen
Stockton Hardware Inc

Renovation Proposal of the Harker-Marr-Gordon Garage

Purpose

1. To bring a new hardware store in Mineral Point, contributing to the revitalization of Fountain Street and the downtown area.
2. To save the historic Harker, Marr & Gordon building (the “HMG Building”) by renovating the building in a historically sensitive manner, while allowing for its ongoing evolution.
3. Return the building to the Mineral Point’s property tax rolls.

Narrative

Stockton Hardware Inc. is proposing to establish a hardware store in the HMG building, which currently spans approximately 6,000 square feet. The project would require gutting the existing interior, updating the exterior of the building, and constructing a 60' x 60' addition on the west side of the building . If the building is transferred in a timely manner, construction is projected to begin in the spring/summer of 2025. We also plan to address the issues with the retaining wall and stairs on the east side of the building in some manner once we determine the best way to move forward with the basement entrance on the lower level of the east side of the building.

Stockton Hardware successfully completed a comparable project of similar scope and size in 2015 within six months. The company’s principal owner, Jim Nadig, is an experienced general contractor with a proven track record of managing such developments with over 30 years of experience. Julie Nadig, Jim’s wife, has worked in a high level management role in a hospital environment prior to switching jobs to work alongside her husband and daughter at Stockton Hardware. The company’s principal manager and part-owner, Sarah VenHuizen, Jim and Julie’s daughter, will lead store operations and embolden community ties.

The proposed hardware store will mirror the successful model of the Stockton location, catering to the everyday needs of homeowners, contractors, mechanics, farmers, and others. The design of the exterior will prioritize functionality, feasibility, and aesthetics. To create a cohesive structure that ties together the distinct elements of the dealership front, shop, and new addition, the initial design includes a pitched continuous roof with a hip end on the Fountain Street side to lower the profile of the roof (as shown in the provided renderings). This approach avoids the challenges and expenses associated with flat roofs, and provides an option that will better serve the building in the harsh winters that Mineral Point has the potential to face, as well as offers a solution to lessen the impact of the view of the roof from street level.

The front of the HMG building will feature a Benjamin Moore paint store as a “store within a store” concept. Our plans include reinstalling efficient windows where they have been filled with white wood, backlighting and restoring the glass blocks, and installing signs at the rounded corners to enhance visibility and appeal to consumers. The west side of the store will serve as the main entrance, prominently showcasing the Ace Hardware branding. We plan to work with

the city to use signs and lighting that will coincide with the community's commitment to having little to no light pollution after sunset.

The initial project budget includes approximately \$700,000 in construction costs and \$400,000 for fixtures and equipment, excluding inventory. Stockton Hardware anticipates securing \$340,000 in loans and grants to support the investment, with a target debt load of approximately \$600,000. Jim and Julie Nadig, as well as Stockton Hardware, are well-capitalized and have received preliminary funding approval from Apple River State Bank. We also plan to seek out a loan that has the potential to be forgiven.

Stockton Hardware views this project as a long-term commitment and huge enrichment to the Mineral Point community and is eager to move forward.

Requirements of Buyer

1. Structural Evaluation. At Buyer expense, an updated study of the structural integrity of the building will be performed within 30 days after acceptance of this proposal. The new evaluation will be based on Delta-3's City Garage Facility Report of October 19, 2011. The new evaluation will determine the extent of any additional damage over the last ten years and be used to determine the cost of repairs.

2. Building Codes. All work will be done to comply with all required Mineral Point and State zoning and building requirements.

3. Historic Designation. Should the City or any future owner want to apply for historical designation and/or historical preservation tax credits, all work on the building will attempt to comply with the requirements of the state and federal historical renovation guidelines that are economically feasible .

4. Funding. Proof of purchaser's ability to finance/fund the project will be provided to the City no later than the end of the due diligence period.

5. Assurance of Building Preservation. Development Agreement to include future owners' obligation to renovate and preserve the existing building and to guarantee the building will not be razed or demolished for a period of eight (8) years from the date of purchase, unless approved by the City Council.

6. Tax Exemption. Development Agreement to include a restriction on the sale, transfer or conveyance of the property in any manner that would render the property exempt from property taxation, unless approved by the City Council. Restriction in effect for a period of eight (8) years from the date of purchase.

7. Assessed Valuation Challenges. For a period of eight (8) years from the date of purchase, future owners shall not take any action at Open Book, Board of Review, or Circuit Court to reduce the total assessed valuation of the property to an amount lower than \$400,000. 8.

Reimbursement of Fees. MOU to clarify that the City only agrees to reimburse City of Mineral Point permit fees. Any necessary fees imposed by County, State or Federal agencies must still be paid by the Buyer/Owner.

9. Estimated timeline. Among the undertakings of both parties during the due diligence period, a detailed timeline/project schedule will be agreed upon by the parties.

Proposed timeline

- March - Acceptance of Proposal, begin contracting and due diligence

- March/April - Structural study, due diligence, contracting
- May 1, 2025 or earlier - Close on the HMG building and begin construction

Issuance of Building Permits.

The City agrees to issue a provisional/early-start building permit as soon as possible after the sale has closed for the purpose of certain pre construction work, including but not limited to interior removals, floor repairs, building addition etc. This Proposal will be the basis for the application of this permit. If any local or state plan approvals are required for any of the work to be completed under the provisional/early-start permit or subsequent building permits, said approvals will be secured before issuance of such permits. Any historic or building permits required by the City agreed to be reviewed in a timely manner and feedback provided within 10 business days or less from submittal.

Requirements of the City of Mineral Point

1. Confirm that all underground tanks have been removed from the property.
2. Confirm that the municipal storm and sanitary sewers that service the building are open and functioning properly. Buyer will work with the city to facilitate this work.
3. Sell the property to Stockton Hardware for \$1. The property shall include all that land located in tax parcels 251-0030 and 251-0029.
4. Clean all its possessions, sand, debris, and junk from the main floor, basement and from the lot.
5. Reimburse Buyer for all city fees related to the renovation of the HMG Building.
6. With the Buyer as benefactor, attempt to secure a Community Development Investment grant in the amount of \$250,000 from the Wisconsin Economic Development Corporation to help fund the renovation of the HMG building.
7. With the Buyer as a benefactor, offer loans from the City revolving loan fund with the potential and likelihood to be forgivable.
8. Repair and replace any sidewalks needing attention on or neighboring the property to ensure walkability within 12 months of closing.

Provisos

Buyer may choose not to proceed with the project if:

- Buyer determines from the structural evaluation and/or historic appearance requirements that the expenses to repair and restore the building will cause the project cost to exceed its \$700,000 budget.
- City will not agree to the requirements stated above.

Estimated Timeline

The Closing of the sale will be on or before June 1, 2025.

Parties will enter into a Memorandum of Understanding (MOU) upon City approval of the proposal. MOU to memorialize the responsibilities and undertakings of the parties during the due diligence period beginning February 15, 2025 and continuing to on or about March 15, 2025. MOU will be superseded by a Development Agreement, to be executed as part of closing on the sale of the property.

Submitted to City of Mineral Point, 1/15/2025
Jim and Julie Nadig
Stockton, IL 61001



3/10/2025

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Ordinance & Claims Committee
Department Reporting: Administration	Submitted by: Matthew Honer
<u>Issues:</u> Discussion and consideration of amending Chapter 31 of the Municipal Ordinance related to City Officials.	
<u>BACKGROUND/ANALYSIS:</u> The City's attorney was consulted on which City officials were required to appointed. - The Street Foreperson and Deputy W/S super are not required to be appointed and not addressed in the ordinances. - The assistant clerk-treasurer and W/S Superintendent were established as appointed positions through a charter ordinance, so that will take more to revise if those were to be removed. - The Zoning Admin, Building Inspector, and City Foresters do not need to be appointed by state law, but considering the positions' importance and powers, it makes sense for them to be appointive. The City Attorney also advised removing employment policies from the ordinance.	
<u>RECOMMENDATION:</u> Recommend Council Action	
<u>FISCAL IMPACT:</u> n/a	
<u>ATTACHMENTS:</u> Draft Ordinance and redlined ordinance.	

CHAPTER 31: CITY OFFICIALS

Section

31.01 Elected officials

31.02 Appointed officials

31.03 Salaries and compensation

~~31.04 Salaries, wages and fringe benefits~~

~~31.04 CITY ADMINISTRATOR~~

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§ 31.01 ELECTED OFFICIALS.

The Mayor shall be elected at the regular city election in even-numbered years for a term of 2 years. One Alderperson shall be elected annually at the regular city election from each Aldermanic District for a term of 2 years. (1989 Code, § 1.03) (Am. Ord. 327, passed - -)

§ 31.02 APPOINTED OFFICIALS.

The appointed officials, the method of selection and the terms of office shall be as follows:

Official	How Appointed	Term
Administrative Assistant Clerk-Treasurer	By 3/4 vote of Council	Indefinite
Assessor	Mayor, subj. to approval by Council	2 years
Building Inspector and Zoning Administrator	Mayor, subj. to approval by Council	1 year
City Administrator	By 3/4 vote of Council	Indefinite
City Administrator/Clerk-Treasurer	By 3/4 vote of Council	Indefinite
City Administrator	Majority of Council	Indefinite
City Attorney	Mayor, subj. to approval by Council	2 years
City Forester	Mayor, subj. to approval by Council	1 year
Clerk-Treasurer	By 3/4 vote of Council	Indefinite
Deputy Water and Sewer Superintendent	Mayor, subj. to approval by Council	1 year
Fire Chief	Mayor, subj. to approval by Council, upon recommendation of Fire Dept.	1 year
Police Chief	Mayor, subj. to approval by Council	1 year
Street Foreperson	Mayor, subj. to approval by Council	1 year
Water and Sewer Superintendent	By 3/4 vote of Council	Indefinite

(1989 Code, § 1.04) (Am. Ord. 434, passed - -)

Commented [EH1]: Ordinance 741. 4/7/2010.

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Commented [EH2]: Ordinance 742. 4/7/2010. Consolidated the City Administrator and Clerk-Treasurer position.

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Commented [EH3]: Ordinance 803. 5/22/2019.

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§ 31.03 SALARIES AND COMPENSATION.

(A) Officers and employees shall be paid salaries and compensation as shall be determined by the Council from time to time, except that the salary of an elected official shall not be increased during his or her term of office. (1989 Code, § 1.05)

(B) Members of the Board of Review receive compensation in an amount to be determined by the Council per day for actual attendance. (Am. Ord. 474, passed 5-1-1990)

~~§ 31.04 SALARIES, WAGES AND FRINGE BENEFITS.~~

~~(A) Salaries and wages. The compensation paid to all elected and appointed officials and employees shall be determined at such times and in such manner as the Common Council shall deem necessary.~~

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~~(B) Vacation.~~

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(1) All full-time city officials or employees shall be entitled to paid vacations in accordance with the following schedule:

1 year to 2 years	1 week
3 years to 4 years	2 weeks
5 years or more	3 weeks

(2) Each full-time official or employee must take the vacation time within the year it accrues, or lose all rights thereto, and the vacation may be taken as a unit at 1 time, or divided into units of not less than 1 week. The City Clerk Treasurer must be notified by each official or employee of his or her intent to take vacation time at least 10 days prior to the commencement of the vacation.

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~~(C) Holidays.~~

(1) Each full-time official or employee with 30 days of prior continuous employment shall be entitled to 7 1/2 days of paid legal holidays in each year, as follows:

New Year's Day 1 day
Good Friday afternoon 1/2 day
Memorial Day 1 day
Independence Day 1 day
Labor Day 1 day
Veterans' Day 1 day
Thanksgiving Day 1 day
Christmas Day 1 day

(2) When the holiday occurs on a Saturday, the preceding workday shall be observed as a holiday. If a holiday falls on a Sunday, the next scheduled workday shall be observed as the holiday.

~~(D) Sick leave.~~

(1) Each full-time official or employee of the city shall be entitled to sick leave accumulated at the rate of 1/2 day per month, or 6 days per year. The maximum sick leave to be accumulated is limited to 30 days. The sick leave allowed to any employee shall be certified by the immediate superior of the employee, or by a medical certificate of the attending physician.

(2) Any full-time official or employee who has been in prior continuous employment of the city for 1 year shall, upon terminating his or her employment, be paid for 1/2 of the total accumulated sick leave within 30 days following the termination of his or her employment. (1989 Code, § 1.08)

§ 31.045 CITY ADMINISTRATOR

(A) *Purpose.* In order to provide the City of Mineral Point with a more efficient, effective and responsible government under a system of a part-time mayor and part-time common council (hereinafter referred to as "council") at a time when city government is becoming increasingly complex, there is hereby created the Office of City Administrator for the City of Mineral Point (hereinafter referred to as "administrator").

(B) *Appointment, Term of Office and Removal.* The administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the council. For the purpose of selecting the administrator, the members of the council each shall cast one vote. The administrator shall hold office for an indefinite term subject to

removal at any time by a majority vote of the council members present at the meeting at meeting at which such action is taken. This section, however, shall not preclude the council from establishing other employment terms and conditions not inconsistent with the provisions of the Municipal Code of the City of Mineral Point.

Commented [EH4]: Typo.

(C) *Functions and Duties of the Administrator.* The administrator, subject to the limitations defined in resolutions and ordinances of the City of Mineral Point and Wisconsin State Statutes, shall be the chief administrative officer of the city, responsible only to the mayor and the council for the proper administration of the business affairs of the city, pursuant to the statutes of the State of Wisconsin, the ordinances of the City of Mineral Point, and the resolutions and directives of the council, with duties specified in the City Administrator Position Description.

Commented [EH5]: Ordinance 803. 5/22/2019.

ORDINANCE NO. 2025 - XX

AN ORDINANCE TO AMEND CHAPTER 31 OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN

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

Section I: Section 31.02 of the Municipal Code of the City of Mineral Point is hereby amended and re-written to read as follows:

CHAPTER 31: CITY OFFICIALS

Section

31.01 Elected officials

31.02 Appointed officials

31.03 Salaries and compensation

31.04 City Administrator

§ 31.01 ELECTED OFFICIALS.

The Mayor shall be elected at the regular city election in even-numbered years for a term of 2 years. One Alderperson shall be elected annually at the regular city election from each Aldermanic District for a term of 2 years. (1989 Code, § 1.03) (Am. Ord. 327, passed - -)

§ 31.02 APPOINTED OFFICIALS.

The appointed officials, the method of selection and the terms of office shall be as follows:

<i>Official</i>	<i>How Appointed</i>	<i>Term</i>
Administrative Assistant Clerk-Treasurer	By 3/4 vote of Council	Indefinite
Assessor	Mayor, subj. to approval by Council	2 years
Building Inspector and Zoning Administrator	Mayor, subj. to approval by Council	1 year
City Administrator	Majority of Council	Indefinite
City Attorney	Mayor, subj. to approval by Council	2 years
City Forester	Mayor, subj. to approval by Council	1 year
Clerk-Treasurer	By 3/4 vote of Council	Indefinite
Police Chief	Mayor, subj. to approval by Council	1 year
Water and Sewer Superintendent	By 3/4 vote of Council	Indefinite

(1989 Code, § 1.04) (Am. Ord. 434, passed - -) (**Am. Ord. 2025-XX, passed 03-22-2025**)

§ 31.03 SALARIES AND COMPENSATION.

(A)Officers and employees shall be paid salaries and compensation as shall be determined by the Council from time to time, except that the salary of an elected official shall not be increased during his or her term of office. (1989 Code, § 1.05)

(B)Members of the Board of Review receive compensation in an amount to be determined by the Council per day for actual attendance. (Am. Ord. 474, passed 5-1-1990)

§ 31.04 CITY ADMINISTRATOR

(A)*Purpose.* In order to provide the City of Mineral Point with a more efficient, effective and responsible government under a system of a part-time mayor and part-time common council (hereinafter referred to as "council") at a time when city government is becoming increasingly complex, there is hereby created the Office of City Administrator for the City of Mineral Point (hereinafter referred to as "administrator").

(B) *Appointment, Term of Office and Removal.* The administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the council. For the purpose of selecting the administrator, the members of the council each shall cast one vote. The administrator shall hold office for an indefinite term subject to removal at any time by a majority vote of the council members present at the meeting at which such action is taken. This section, however, shall not preclude the council from establishing other employment terms and conditions not inconsistent with the provisions of the Municipal Code of the City of Mineral Point.

(C) *Functions and Duties of the Administrator.* The administrator, subject to the limitations defined in resolutions and ordinances of the City of Mineral Point and Wisconsin State Statutes, shall be the chief administrative officer of the city, responsible only to the mayor and the council for the proper administration of the business affairs of the city, pursuant to the statutes of the State of Wisconsin, the ordinances of the City of Mineral Point, and the resolutions and directives of the council, with duties specified in the City Administrator Position Description.

Section II. This ordinance shall be effective upon its passage and publication as required by law.

Adopted and approved this 11th day of March 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

Date adopted: _____

Date recorded: _____

Date published: _____

Effective date: _____



3/10/2025

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Ordinance & Claims Committee
Department Reporting: Administration	Submitted by: Matthew Honer
<u>Issues:</u> Discussion and consideration of amending Chapter 151 of the Municipal Ordinance related to the composition of the Historic Preservation Commission.	
<u>BACKGROUND/ANALYSIS:</u> The Current composition requirements make it difficult to fill the commission and the Commission has had a vacancy since last year due to no interest from a realtor or real estate broker.	
<u>RECOMMENDATION:</u> Recommend Council Action	
<u>FISCAL IMPACT:</u> n/a	
<u>ATTACHMENTS:</u> Draft Ordinance	

ORDINANCE NO. 2025 - XX

AN ORDINANCE TO AMEND SECTION 151.03(A) OF THE MUNICIPAL ORDINANCE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN REGARDING THE COMPOSITION AND TERMS OF THE HISTORIC PRESERVATION COMMISSION

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

Section I: Section 151.03 of the Municipal Code of the City of Mineral Point is hereby amended to read as follows:

151.03 HISTORIC PRESERVATION COMMISSION

(A) The Historic Preservation Commission is hereby created, consisting of 7 members. Of the membership, 1 shall be an Alderperson, and the remaining six members shall be citizen members who shall demonstrate interest, experience, and/or expertise in any or all of the following areas: architecture, architectural history, history, public history, planning, real estate, archeology, landscape architecture, cultural anthropology, conservation, or any other closely related field. Each member shall have to the highest extent practicable a known interest in historic preservation, and if possible at least one shall be an architect or qualified historic preservation professional and one shall be a real estate broker. The Mayor shall appoint members whose backgrounds are diverse from the other members. The Mayor shall appoint the members subject to confirmation by the Common Council. Of the initial members so appointed, two shall serve a term of 1 year, two shall serve a term of 2 years and three shall serve a term of 3 years. Thereafter, the term for each member shall be 3 years.

Section II. This ordinance shall be effective upon its passage and publication as required by law.

Adopted and approved this 11th day of March 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

Date adopted:	_____
Date recorded:	_____
Date published:	_____
Effective date:	_____



3/10/2025

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Ordinance & Claims Committee
Department Reporting: Administration	Submitted by: Matthew Honer
<u>Issues:</u> Discussion and consideration of amending Chapter 73 of the Municipal Ordinance related to the placement of stop signs at the intersection of William Street and Shake Rag Street Discussion and consideration of amending Chapter 74 of the Municipal Ordinance related to Schedule III: No Parking Areas, Schedule IV: Parking for Persons with Disabilities., and Schedule V: Alternate Side Parking Exemption.	
<u>BACKGROUND/ANALYSIS:</u> Provided in the packet are several written complaints from residents regarding the safety of Shake Rag St. to be considered. By state law, the City cannot lower the speed limit below 25 mph unless the street is immediately adjacent to a park or if a traffic study is undertaken. It is suspected that a traffic study would not justify lowering the speed limit on Shake Rag Street further. In response to the letters, are the following proposals: a three-way stop sign at the intersection of William Street and Shake Rag St. and the removal of parking on a section of the west side of Shake Rag Street near the area that the road narrows. Additionally: The new owners of 104 and 110 High Street are requesting the removal of the existing handicap parking stalls and the option for time limited stalls. and The alternate side parking exemptions are being cleaned up to reflect the times and dates of alternate side parking.	
<u>RECOMMENDATION:</u> Discuss and offer a recommendation to Council.	
<u>FISCAL IMPACT:</u> Time and Materials for signage and installation.	
<u>ATTACHMENTS:</u> Resident letters regarding Shake Rag St safety.	

August 4 2023

Dear Matthew,

We're going to run out
of luck one awful day.
Who will be the one
to have their life
altered or possibly lost?

Tom McGuire came to
you with concerns and
possible solutions about
the traffic on Shakerag
Street. I understand from
him that you think he
is the only one who cares.

I worry and I care.
I live on the corner of
5 Points. Every day I
cringe at the speed and
reckless driving going
past my house. The
pedestrians and bike traffic
come to and from the

pool, the parks, the
base fields and shake
Rag Alley or just walking
the dog shouldn't have
to put their lives at
risk.

I have also, along with
others in the past, gone to
the city council to find
that those who could
help have no interest.

It is disheartening to
express a concern only
to be dismissed.

Will you be the one to
care enough? Please
take another look at Tom's
suggestions.

Thank you,
Shari Fisher

safety of Shakerag Street

From KT Kucken <kkucken@shakeragalley.org>

Date Sat 8/12/2023 10:05 AM

To Matthew Honer <administrator@cityofmineralpointwi.gov>

Hello Matthew,

Thank you for taking the time to read this regarding the safety of Shakerag Street.

I have a unique view as my desk sits facing the street. I am quite concerned about the speed with which people are going as they come by Shake Rag Alley Center for the Arts.

Not too long ago there was an instructor unloading, legally parked, when a vehicle passed his vehicle at a very high rate of speed and in very close proximity to him.

Yesterday, we had a youth camp program ending at 1 pm and, as the kids were leaving, several vehicles passed by way too fast, not stopping for the crosswalk. I went out and walked into the street as the families crossed to the parking lot to make sure no children were hit.

I do believe that there is a safety issue at play here. The crosswalk needs to be repainted and a sign for crossing would be amazing.

Again, thank you for taking the time to read this. I hope that the safety issues will be addressed soon.

Kindly,

KT

--

KT Kucken

Program Manager

Shake Rag Alley Center for the Arts

18 Shake Rag St., Mineral Point, WI 53565

(608) 987-3292 | www.ShakeRagAlley.org



8-2-2023

Dear Mr. Honer;

It has been brought to my attention about the safety concerns on Shake Rag street. First off, I have been wanting that street redone for years, its narrow first of all, and with a state historical site located on it you would think that the city would want to promote it. Years back the parking lot was full of tour buses, as well as out of town school buses for historic tours. I think that all ended when the trees and brush engulfed the street. My neighbor put many hours in cutting and trimming things back to allow a better view, and allow vehicles to pass without getting into out-growing brush. The street is narrow, when two full size trucks meet, you are out in the ditch, or bumping along the patched up edge. I don't feel that reducing the speed limit to 15mph will help much. Plus you will have to ticket the postal service, and trash collectors. More stop signs may be a good idea, although I see lots of people just cruise through anyway. I do hope that the city budget will allow some needed improvements in the future.

Sincerely

Don Elmer
313 Harris St.
Mineral Point, WI

53565

Becky Carey
192 ShakeRag St
Mineral Point, WI 53565

Matthew Honer
137 High St
Mineral Point, WI 53565

August 7, 2023

Dear Mr. Honer,

I am writing regarding the safety on ShakeRag St. I have lived on this street for 45 years. The number of residences with children and adults in the Piety Ridge development who like to walk on ShakeRag is a large number. It seems like everyone in town likes to walk on beautiful ShakeRag St. And a lot of people have their pets with them when they are walking. Unfortunately there is a lot of traffic that goes over the speed limit. I think because part of road that does not have a side walk - starting at the ball park and heading out to the highway - people naturally drive faster. It feels like they are in the country and not a residential neighborhood. It's a habit that needs to be unlearned. Also, drivers treat ShakeRag as a shortcut to the highway and they tend to speed. I know this has been a problem for a very long time. I know Phil Crawford, who lived on Shake Rag for many years brought the issue up at city meetings on different occasions. Any complaints have been met with short term solutions. I strongly agree with all the safety improvements outlined in the letter from Tom McGuire (see below). Please take these suggestions seriously.

From Tom McGuire:

Some of the concerns that I have heard and shared from many residents to improve safety on ShakeRag St. are the following:

- 1.Reduced speed limit to 15 mph at more sections, especially where blind or obstructed views exist.
2. Reduce the speed to 15 mph from William St. to Copper St.
3. Place a stop sign at the north end of ShakeRag St. where it intersects with William St. with possibly a right turn no stop designation.
4. Permanent digital speed signs for more effective speed control.
5. No parking sign on the west side of the street across from the ball field parking lot.
6. Reduce speed limits from April to November on all of ShakeRag St.

Thank you,
Becky Carey
brcarey192@charter.net

ORDINANCE NO. 2025 - XX

AN ORDINANCE TO AMEND CHAPTER 73: TRAFFIC SCHEDULES OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN

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

Section I: Schedule II of Chapter 73 of the Municipal Code of the City of Mineral Point is hereby amended as follows:

SCHEDULE II. STOP SIGNS

<i>Street/Intersection</i>	<i>Direction</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Shake Rag Street and William Street.	3-way stop	2025 - XX	03-11-2025
William Street and Hoard Street (Shake Rag)	Facing in a northerly direction on William street	370	—
Williams Street and Shake Rag Street	Facing Williams Street	339	—

Section II. This ordinance shall be effective upon its passage and publication as required by law.

Adopted and approved this 11th day of March 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

Date adopted:	_____
Date recorded:	_____
Date published:	_____
Effective date:	_____

ORDINANCE NO. 2025 - XX

AN ORDINANCE TO AMEND CHAPTER 74: PARKING SCHEDULES OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN

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

Section I: Schedule I of Chapter 74 of the Municipal Code of the City of Mineral Point is hereby amended as follows:

SCHEDULE I. TIME-LIMITED PARKING

<i>Street</i>	<i>Restriction</i>	<i>Max. Permitted Duration</i>	<i>Ord. No.</i>	<i>Date Passed</i>
High Street: South Side, First Stall west of the intersection with Vine St.	any day except Sunday, between 9:00 a.m. to 5:00 p.m.	10 minutes	2025 - XX	March 10, 2025
Vine St.: West Side, First Stall South of the intersection with High St.	any day except Sunday, between 9:00 a.m. to 5:00 p.m.	10 minutes	2025 - XX	March 10, 2025

Section II: Schedule III of Chapter 74 of the Municipal Code of the City of Mineral Point is hereby amended as follows:

SCHEDULE III. NO PARKING AREAS

<i>Street</i>	<i>Location</i>	<i>Limitation</i>	<i>Ord. No.</i>	<i>Date Passed</i>
High Street	From its intersection with N. Iowa Street to its intersection with Wisconsin Street	No parking from 2:00 a.m. to 6:00 a.m.; from November 1 until April 1	728	5-6-2008
Shake Rag Street, west side.	From the intersection of Antoine St. then approximately 375' to the south, or the location of the entrance to Soldier's Memorial Park.	No parking at any time	2025 - XX	03-11-2025

Section III. Schedule IV of Chapter 74 of the Municipal Code of the City of Mineral Point is hereby amended as follows:

SCHEDULE IV. PARKING FOR PERSONS WITH DISABILITIES.

Street	Location	Limitation	Ord. No.	Date Passed
High Street, south side	The first 2 parking stalls west of the intersection of High Street and Vine Street	Handicapped parking only, on Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.	728	5-6-2008

Section IV: Schedule V of Chapter 74 of the Municipal Code of the City of Mineral Point is hereby amended as follows

SCHEDULE V. ALTERNATE SIDE PARKING EXEMPTION.

Street	Location	Limitation	Ord. No.	Date Passed
Henry Street	From High Street to Fountain Street	No parking from 2:00 a.m. to 6:00 a.m.; from November 1 until April 1	- <i>Amended:</i> 2025 - XX	- <i>Amended:</i> 03-11-2025
		No parking from 12:01 a.m. to 6:00 a.m.; from November 15 to April 1.	<i>Amended:</i> 2025 - 03	<i>Amended:</i> 01-14-2025
High Street	From N. Iowa St. to N. Wisconsin St.	No parking from 12:01 a.m. to 6:00 a.m.; from November 15 to April 1.	<i>Amended:</i> 2025 - XX	<i>Amended:</i> 03-11-2025

Section V. This ordinance shall be effective upon its passage and publication as required by law.

Adopted and approved this 11th day of March 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

Date adopted: _____
Date recorded: _____
Date published: _____
Effective date: _____

RESOLUTION NO. 2025 - XX

RESOLUTION AMENDING THE VACATION SCHEDULE FOR CITY OF MINERAL POINT EMPLOYEES.

WHEREAS, the Common Council of the City of Mineral Point, Iowa County, Wisconsin (the "City") provides paid vacation benefit to qualified full-time employees; and

WHEREAS, the City of Mineral Point seeks to attract and retain qualified employees; and

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

WHEREAS, the City had recently provided employees with credit for years of service upon their hire as conditions of the employee for employment, due to the inadequacy of the existing vacation schedule; and

WHEREAS, the Personnel Committee reviewed the existing vacation schedule and options for amending it on January 23 and March 7, 2025, and has determined that it is in the best interest of the City to amend the existing vacation schedule offered to qualified full-time employees;

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

1. The City of Mineral Point Employee Handbook will be amended to offer the following vacation schedule:

Start after June 30	40 hours
Start before July 1	80 hours
After 1 year	120 hours
After 5 years	160 hours
After 10 years	200 hours

2. All employees currently employed as of March 11, 2025, will receive vacation as the amended schedule determines according to the actual duration of employment, removing credit of previous service for vacation.

Adopted and approved this 11th day of March 2025.

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 -XX

A PRELIMINARY RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN DECLARING INTENT TO VACATE THE RIGHT-OF-WAYS FOR MARGARET STREET AND JOHN STREET IN STAVELEY'S ADDITION

WHEREAS, the Common Council, has determined it is in the best interest for a portion of the land located within Staveley's addition to be developed for residential purposes; and

WHEREAS, Margaret Street and John Street were dedicated as public right-of-ways as part of Staveley's Addition; *and*

WHEREAS, plans for future development on a portion of land within Staveley's addition are not able to utilize the dedicated public right-of-ways of Margaret and John Streets due to their incompatibility with both the physical landscape of the proposed development; and

WHEREAS, it is in the interest of future development to vacate Margaret and John Streets;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, the Common Council hereby declares its intention to vacate the dedicated public right of ways of Margaret and John Streets within Staveley's addition;

BE IT FURTHER RESOLVED,

1. The Common Council intends to hold a public hearing held during a regular meeting of the Common Council on May 13, 2025.

2. The Common Council intends to vote on a resolution to vacate the right-of-ways following the public hearing held during a regular meeting of the Common Council on May 13, 2025.

Adopted and approved this 12th day of December 2023.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk/Treasurer

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

Upon roll call vote, the following voted Aye: _____

The following voted No: _____

The Mayor declared the resolution adopted.