



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, October 14, 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. Public Hearing** – regarding the City Council's intention to exercise its police powers under Wis. Stat. sec. 66.0703 related to the installation of curb and gutter, and sidewalk where it did not previously exist as part of a public works project on portions of Davis St., Washington St., and N. Wisconsin St.
- 5. Mayor's Correspondence.**
- 6. Administrator's Report.**
- 7. Clerk-Treasurer's Correspondence.**
- 8. Consent Agenda.**
 - a. Approval of a Conditional Use Permit for the operation of a Golf Course at 1350 W. Lake Rd. *ETZ Plan Commission recommends approval.*
 - b. Approval of Minutes and Proceedings from the August 12, 2025, meeting.
 - c. Approval of monthly bills. *Finance Committee's recommendation to be reported at the Council meeting.*
- 2. New Business.**
 - a. Consideration of awarding construction bids for the proposed Brewery Creek Subdivision 1st Addition. *Finance Committee's recommendation to be reported at the Council meeting.*
 - b. Consideration of Pay Application #4 from JI Construction for Davis, Washington, and N. Wisconsin St. Reconstruction. *Finance Committee's recommendation to be reported at the Council meeting.*
 - c. Consideration of a sanitary sewer and water main easement agreement with Robert V. Goodweiler and Edith L. Goodweiler Revocable Living Trust.
 - d. Consideration of awarding construction bids for the replacement of the Mineral Point Pool Chemical System. *Finance Committee's recommendation to be reported at the Council meeting.*
 - e. Consideration of the 2026 Emergency Medical Services Agreement with the Mineral Point Rescue Squad. *Finance Committee's recommendation to be reported at the Council meeting.*
 - f. Consideration of renewal of Water Tower License Agreement with MH Telecom LLC. *Finance Committee's recommendation to be reported at the Council meeting.*
 - g. Consideration of hiring James Bendickson as a part-time police officer.
 - h. Consideration of the existing single-family structure located within Soldiers Memorial Park.
 - i. Consideration of a draft Offer to Purchase and Developer's Agreement with HMG Renovation, LLC for the purchase and development of 114 Fountain Street. *The Public Health and Property Committee recommended working with HMG Renovation, LLC to negotiate an agreement.*
 - j. Consideration of Resolution 2025-18, A final resolution declaring intent to exercise special assessment powers relative to the installation of curb and gutter, and sidewalk where it did not previously exist as

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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part of a public works project on portions of Davis St., Washington St., and N. Wisconsin St. *Finance Committee's recommendation to be reported at the Council meeting.*

- k. Consideration of Resolution 2025-19, A resolution declaring intent to reimburse water expenditures from proceeds of borrowing. *Finance Committee's recommendation to be reported at the Council meeting.*
- l. Consideration of Resolution 2025-20, A resolution declaring intent to reimburse sewer expenditures from proceeds of borrowing. *Finance Committee's recommendation to be reported at the Council meeting.*
- m. Consideration of Ordinance 2025 – 07, An Ordinance to Amend the Zoning Code and Map of the City of Mineral Point to rezone Lots 8 – 14 of Block 2 of Brewery Creek Subdivision from R-2 Two Family Residential to PUD – Planned Unit Development. *Plan Commission recommends approval.*
- n. Consideration of Ordinance 2025 – 17, An Ordinance to Amend the Extraterritorial Zoning Code and Map to rezone property located between W. Lake Rd and County Rd QQ from A-1 Exclusive Agricultural Use and R-1 Single Family Residential Use to RB-1 Recreation Business District. *ETZ Plan Commission recommends approval.*
- o. Consideration of Ordinance 2025 – 18, An Ordinance to Amend Chapter 73: Traffic Schedules of the Municipal Code of Mineral Point, Iowa County, Wisconsin, Related to the addition of stop and yield signs at uncontrolled intersections on Oak Street, 7th Street, and Broad Street. *The Ordinance and Claims Committee recommends approval.*
- p. Consideration of Ordinance 2025 – 19, An Ordinance to Amend Schedule IV in Chapter 74: Parking Schedules of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin. *The Ordinance and Claims Committee recommends approval.*
- q. Consideration of Ordinance 2025 – 20, An Ordinance to Amend Section 130.001 of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, to include Harassment adopted by reference to State Statutes. *The Ordinance and Claims Committee recommends approval.*
- r. Consideration of Ordinance 2025 – 21, An Ordinance to Amend Section 31.02 of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, related to the addition of Emergency Management Coordinator as an Appointed Official. *The Ordinance and Claims Committee recommends approval.*
- s. Consideration of Ordinance 2025 – 22, An Ordinance to Amend Section 92.15(B), (C), and (E) and to Create Section 92.15(F) of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, related to the abatement of Public Nuisances. *The Ordinance and Claims Committee recommends approval.*
- t. Consideration of Ordinance 2025 – 23, An Ordinance to Repeal and Reserve Sections 72.015 and 72.020 of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, related to the licensing of bicycles. *The Ordinance and Claims Committee recommends approval.*

3. Adjourn.

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[Join the meeting now](#), Meeting ID: 226 603 292 372 8, Passcode: oa7y69yY

Dial in by phone, [+1 872-256-4172,,444637945#](#) Phone conference ID: 444 637 945#

Agenda Posted and Distributed: Thursday, October 9, 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.

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NOTICE OF PUBLIC HEARING

SPECIAL ASSESSMENTS FOR THE INSTALLATION OF CURB AND GUTTER, AND SIDEWALK

CITY OF MINERAL POINT COMMON COUNCIL

Tuesday, October 14, 2025, 6:00 p.m.

City Hall Community Room

NOTICE IS HEREBY GIVEN that the City of Mineral Point Common Council will meet at the place, date, and time indicated above to consider the exercise of the special assessment, pursuant to and according to Wisconsin Statute section 66.0703, related to the installation of curb and gutter, and sidewalk where it did not previously exist as part of public works project on portions of Davis St., Washington St., and N. Wisconsin St.

NOTICE IS FURTHER GIVEN that a final report containing the final cost related to the installation of curb and gutter, and sidewalk where it did not previously exist as part of public works project on portions of Davis St., Washington St., and N. Wisconsin St., a schedule of proposed assessments, the location of properties impacted by the special assessment, the project plans, and a draft of the resolution is on file with the City Clerk and may be inspected at City Hall, 137 High Street, STE 1. Mineral Point, Wisconsin, during regular city hall hours, before the public hearing.

All interested persons, their agents, or representatives may appear at said hearing and address the Common Council regarding the exercise of special assessment related to the installation of curb and gutter, and sidewalk where it did not previously exist as part of public works project on portions of Davis St., Washington St., and N. Wisconsin St.

Posted and Mailed: August 27, 2025 and September 18, 2025.

Published: September 18, 2025.

Christy Skelding
City Clerk/Treasurer

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MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, September 9, 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
Ramshur	Present		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Mary Glindinning, Streets Foreman Chad Whitford, Police Chief Bob Weier, Fire Chief Deven Walrack, Library Director Diane Palzkill				

PERSONS DESIRING TO BE HEARD – None.

MAYOR'S CORRESPONDENCE – Mayor Clark stated that the Opera House Marquee celebration was a big success. He thanked Lauren Powers and all those involved.

ADMINISTRATOR'S REPORT – Administrator Honer extended congratulations to Shan Thomas in the Mineral Point Archives for receiving the Governor's award. Lauren Powers and other folks from the dog park thanked Robert Murphy and the City for the use of the pool for the dog swim.

CLERK-TREASURER'S CORRESPONDENCE – None.

CONSENT AGENDA

- Approval of August 12, 2025 Minutes and Proceedings.
- Approval of monthly bills.
- Approval of Conditional Use Permit requested by The Mineral House, LLC, owner of 107-111 Commerce St., to allow residential uses below the second floor in the C-1 Central Business District.

Motion (Burrows/Ramshur) to approve the consent agenda as presented. Motion carried by roll call, all voting aye (8-0).

NEW BUSINESS

CONSIDERATION OF HIRING GREG ECKELS AS PART-TIME PARKS LABORER.

The Personnel Committee recommends approval. Eckels is working two days a week.

Motion (Weier/Allendorf) to approve hiring Greg Eckels as a part-time Parks laborer. Motion carried, all voting aye (8-0).

CONSIDERATION OF AWARDING A CONSTRUCTION CONTRACT FOR THE REVITALIZATION OF CORNISH HERITAGE PARK.

The Finance Committee recommends awarding the construction bid to G-Pro for the revitalization of the Cornish Heritage Park. The bid from G-Pro was considerably less than the other two bids what were received.

This bid is for the hardscape only. Administrator Honer shared the plan for fundraising with the Council.

Motion (Allendorf/McKeon) to award a construction contract to G-Pro for the revitalization of the Cornish Heritage Park. Motion carried, all voting aye (8-0).

CONSIDERATION OF PAY APPLICATION #3 FROM JI CONSTRUCTION FOR DAVIS, WASHINGTON, AND N. WISCONSIN ST. RECONSTRUCTION.

The Finance Committee recommends approval.

Honer expects to have a contract completion document at the next Council meeting.

Motion (Ramshur/Goodney) to approve pay application #3 from JI Construction for Davis, Washington, and N. Wisconsin Street reconstruction. Motion carried by, all voting aye (8-0).

CONSIDERATION OF AN AUDIT ENGAGEMENT LETTER WITH JOHNSON BLOCK FOR THE YEAR ENDING DECEMBER 31, 2025.

The Finance committee recommends approval.

Motion (Christensen/Goodney) to approve the Audit Engagement Letter with Johnson Block for the year ending December 31, 2025. Motion carried, all voting aye, with alder McKeon abstaining (7-0-1).

CONSIDERATION OF A DRAFT OFFER TO PURCHASE AGREEMENT WITH BREWERY CREEK RENTALS, LLC FOR THE SALE OF LOTS 8-14 IN THE BREWERY CREEK SUBDIVISION.

The Public Health and Property committee recommends approval.

Motion (Allendorf/Burrows) to approve a draft offer to purchase agreement with Brewery Creek Rentals, LLC for the sale of lots 8-14 in the Brewery Creek subdivision. Motion carried by roll call, all voting aye, with alders Graber and Goodney voting no (6-2).

CONSIDERATION AND DISCUSSION OF THE EXISTING SINGLE-FAMILY RESIDENCE LOCATED WITHIN SOLDIERS MEMORIAL PARK.

Council members started a discussion regarding what to do with the Park House.

Mayor Clark asked Council to take time until the October meeting before making a decision. He asked that all Council members look at the property, and be prepared to make a decision at the next meeting.

Motion (Burrows/Allendorf) to defer making a decision regarding the Park House to the October Council meeting. Motion carried, all voting aye (8-0).

CONSIDERATION OF ORDINANCE 2025-15, ADOPTING THE COMPREHENSIVE PLAN 2025-2035 FOR THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN.

Plan Commission recommends approval. There were no members of the public at the Plan Commission meeting for the Public Hearing. With all of the sessions held, and the survey that was put out to residents, there is a lot of community input in this Comprehensive Plan.

Motion (Burrows/Allendorf) to approve Ordinance 2025-15, adopting the Comprehensive Plan 2025-2035 for the City of Mineral Point, Iowa County, Wisconsin. Motion carried by roll call, all voting aye (8-0).

CONSIDERATION OF ORDINANCE 2025-16, INCREASING SEWER CHARGES IN THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN.

The Water and Sewer Committee recommends approval. The city is looking at significant improvements to the wastewater treatment plant, lift stations, and the collection system. Small increases over time will help to cover the costs of these future expenses.

Motion (Burrows/Christensen) to approve Ordinance 2025-16, increasing sewer charges in the City of Mineral Point, Iowa County, Wisconsin. Motion carried by roll call, all voting aye (8-0).

ADJOURNMENT

Motion (McKeon/Allendorf) to adjourn at 6:29 p.m. Motion carried, all voting aye (8-0).

Matthew Honer, City Administrator
Approved: July 9, 2024

PROCEEDINGS

CITY OF MINERAL POINT COMMON COUNCIL MEETING

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Matthew Honer, City Administrator
Approved: July 9, 2024

Council Check Report
Tuesday, October 14, 2025

	Regular	Manual	Pay Apps	Total
Pooled Cash - General	67,254.07	43,194.68		110,448.75
Pooled Cash - Library	4,808.90	3,888.40		8,697.30
Pooled Cash - Debt Service		5,179.29		5,179.29
Pooled Cash- Outlay Fund				-
Pooled Cash - Capital Projects	14,605.50	177.59	22,152.00	36,935.09
Pooled Cash - Water	21,377.03	35,393.43		56,770.46
Pooled Cash - Sewer	19,070.03	8,652.83		27,722.86
Pooled Cash-TID #2	16,942.00			16,942.00
Pooled Cash- ARPA	4,970.00			4,970.00
Pooled Cash- Revolving Loan Fund				-
Sewer Loan Checking				-
MP Summer Rec				-
DARE Program				-
Total	\$ 149,027.53	\$ 96,486.22	\$ 22,152.00	\$ 267,665.75

Finance Committee Approval

Keith Burrows

Chris Goodney

Mike Christensen

Alternate

Progress Estimate

Contractor's Application

For (Contract): Contract #1 – Utility and Street Construction with Alternate 'A' – Washington Street and Alternate 'B' – N. Wisconsin Street								Application Number: 4		
Application Period: August 30, 2025 to October 7, 2025								Application Date: October 14, 2025		
A				B	C	D	E	F		
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (D / B)	
Bid Item	Description									
Contract #1 – Utility and Street Construction										
1	Mobilization, Bonds, and Insurance as specified and indicated.	1 L.S.	\$47,375.00 / L.S.	\$47,375.00	1 L.S.	\$47,375.00		\$47,375.00	100%	
2	8" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	639 L.F.	\$85.00 / L.F.	\$54,315.00	630.0 L.F.	\$53,550.00		\$53,550.00	99%	
3	8" Gate Valve installed as specified and indicated.	1 Each	\$2,876.00 / Each	\$2,876.00	1 Each	\$2,876.00		\$2,876.00	100%	
4	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	1 Each	\$8,500.00 / Each	\$8,500.00	1 Each	\$8,500.00		\$8,500.00	100%	
5	Connection to Existing Water Main as specified and indicated.	2 Each	\$2,500.00 / Each	\$5,000.00	2 Each	\$5,000.00		\$5,000.00	100%	
6	Replace Existing Water Service with 1" Water Service as specified and indicated.	2 Each	\$2,200.00 / Each	\$4,400.00	7 Each	\$15,400.00		\$15,400.00	100%	
7	New 1" Water Service to Replace Existing Lead Service installed as specified and indicated.	6 Each	\$2,100.00 / Each	\$12,600.00	1 Each	\$2,100.00		\$2,100.00	100%	
8	Rock Excavation as specified and indicated.	425 C.Y.	\$1.00 / C.Y.	\$425.00	301.0 C.Y.	\$301.00		\$301.00	71%	
9	Excavation/Fill (1,500 C.Y.) as specified and indicated.	1 L.S.	\$15,000.00 / L.S.	\$15,000.00	0.8 L.S.	\$12,000.00		\$12,000.00	80%	
10	Geotextile Fabric installed as specified and indicated.	2,300 S.Y.	\$3.50 / S.Y.	\$8,050.00	2,200.0 S.Y.	\$7,700.00		\$7,700.00	96%	
11	Breaker Run installed as specified and indicated.	900 TON	\$16.00 / TON	\$14,400.00	400.94 TON	\$6,415.04		\$6,415.04	45%	
12	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	1,500 TON	\$16.00 / TON	\$24,000.00	1,436.95 TON	\$22,991.20		\$22,991.20	90%	

13	Concrete Curb and Gutter (24") installed as specified and indicated.	1,205 L.F.	\$20.00 / L.F.	\$24,100.00	1,195.0 L.F.	\$23,900.00		\$23,900.00	99%
14	Concrete Sidewalk (4") installed as specified and indicated.	4,425 S.F.	\$7.00 / S.F.	\$30,975.00	4,400.00 S.F.	\$30,800.00		\$30,800.00	99%
15	Concrete Driveway (6") installed as specified and indicated.	825 S.F.	\$7.50 / S.F.	\$6,187.50	800.00 S.F.	\$6,000.00		\$6,000.00	97%
16	Handicap Ramp Detectable Warning Field installed as specified and indicated.	16 S.F.	\$40.00 / S.F.	\$640.00	16 S.F.	\$640.00		\$640.00	100%
17	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	450 TON	\$94.00 / TON	\$42,300.00	387.63 TON	\$36,437.22		\$36,437.22	100%
18	Landscaping installed as specified and indicated.	550 S.Y.	\$7.00 / S.Y.	\$3,850.00	550.0 S.Y.	\$3,850.00		\$3,850.00	90%
TOTAL - Contract #1 =				\$304,993.50		\$285,835.46		\$285,835.46	
Alternate 'A' - Washington Street									
A1	6" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	473 L.F.	\$85.00 / L.F.	\$40,205.00	463.0 L.F.	\$39,355.00		\$39,355.00	98%
A2	6" Gate Valve installed as specified and indicated.	3 Each	\$2,045.00 / Each	\$6,135.00	3 Each	\$6,135.00		\$6,135.00	100%
A3	Relocate Existing Fire Hydrant and install New 6" Hydrant Lead and New 6" Gate Valve as specified and indicated.	1 Each	\$4,500.00 / Each	\$4,500.00	1 Each	\$4,500.00		\$4,500.00	100%
A4	Connection to Existing Water Main as specified and indicated.	2 Each	\$2,500.00 / Each	\$5,000.00	2 Each	\$5,000.00		\$5,000.00	100%
A5	Replace Existing Water Service with 1" Water Service as specified and indicated.	2 Each	\$2,500.00 / Each	\$5,000.00	3 Each	\$7,500.00		\$7,500.00	100%
A6	New 1" Water Service to Replace Existing Lead Service installed as specified and indicated.	3 Each	\$2,300.00 / Each	\$6,900.00	2 Each	\$4,600.00		\$4,600.00	100%
A7	Rock Excavation as specified and indicated.	165 C.Y.	\$75.00 / C.Y.	\$12,375.00	38.5 C.Y.	\$2,887.50		\$2,887.50	23%
A8	Excavation/Fill (1,100 C.Y.) as specified and indicated.	1 L.S.	\$11,000.00 / L.S.	\$11,000.00	1 L.S.	\$11,000.00		\$11,000.00	100%
A9	Geotextile Fabric installed as specified and indicated.	1,700 S.Y.	\$3.50 / S.Y.	\$5,950.00	1,700.0 S.Y.	\$5,950.00		\$5,950.00	100%
A10	Breaker Run installed as specified and indicated.	650 TON	\$16.00 / TON	\$10,400.00	289.57 TON	\$4,633.12		\$4,633.12	45%
A11	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	950 TON	\$16.00 / TON	\$15,200.00	910.07 TON	\$14,561.12		\$14,561.12	96%

A12	Concrete Curb and Gutter (24") installed as specified and indicated.	475 L.F.	\$20.00 / L.F.	\$9,500.00	460.0 L.F.	\$9,200.00		\$9,200.00	97%
A13	Concrete Sidewalk (4") installed as specified and indicated.	1,750 S.F.	\$7.00 / S.F.	\$12,250.00	1,725.0 S.F.	\$12,075.00		\$12,075.00	99%
A14	Concrete Driveway (6") installed as specified and indicated.	350 S.F.	\$7.50 / S.F.	\$2,625.00	320.0 S.F.	\$2,400.00		\$2,400.00	91%
A15	Handicap Ramp Detectable Warning Field installed as specified and indicated.	16 S.F.	\$40.00 / S.F.	\$640.00	16.0 S.F.	\$640.00		\$640.00	100%
A16	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	300 TON	\$95.00 / TON	\$28,500.00	258.42 TON	\$24,549.90		\$24,549.90	100%
A17	Landscaping installed as specified and indicated.	700 S.Y.	\$7.00 / S.Y.	\$4,900.00	700.0 S.Y.	\$4,900.00		\$4,900.00	90%
TOTAL - Alternate 'A' =				\$181,080.00		\$159,886.64		\$159,886.64	
Alternate 'B' - N. Wisconsin Street									
B1	6" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	310 L.F.	\$80.00 / L.F.	\$24,800.00	300.0 L.F.	\$24,000.00		\$24,000.00	97%
B2	6" Gate Valve installed as specified and indicated.	1 Each	\$2,045.00 / Each	\$2,045.00	1 Each	\$2,045.00		\$2,045.00	100%
B3	Relocate Existing Fire Hydrant and install New 6" Hydrant Lead and New 6" Gate Valve as specified and indicated.	1 Each	\$4,500.00 / Each	\$4,500.00	1 Each	\$4,500.00		\$4,500.00	100%
B4	Connection to Existing Water Main as specified and indicated.	1 Each	\$2,500.00 / Each	\$2,500.00	1 Each	\$2,500.00		\$2,500.00	100%
B5	Replace Existing Water Service with 1" Water Service as specified and indicated.	1 Each	\$2,500.00 / Each	\$2,500.00	2 Each	\$5,000.00		\$5,000.00	100%
B6	New 1" Water Service to Replace Existing Lead Service installed as specified and indicated.	1 Each	\$2,300.00 / Each	\$2,300.00	0 Each	\$0.00		\$0.00	100%
B7	Rock Excavation as specified and indicated.	105 C.Y.	\$75.00 / C.Y.	\$7,875.00	34.0 C.Y.	\$2,550.00		\$2,550.00	32%
B8	Excavation/Fill (550 C.Y.) as specified and indicated.	1 L.S.	\$5,500.00 / L.S.	\$5,500.00	1 L.S.	\$5,500.00		\$5,500.00	100%
B9	Geotextile Fabric installed as specified and indicated.	775 S.Y.	\$3.50 / S.Y.	\$2,712.50	775.0 S.Y.	\$2,712.50		\$2,712.50	100%
B10	Breaker Run installed as specified and indicated.	325 TON	\$16.00 / TON	\$5,200.00	144.78 TON	\$2,316.48		\$2,316.48	45%
B11	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	475 TON	\$16.00 / TON	\$7,600.00	455.03 TON	\$7,280.48		\$7,280.48	96%

B12	Concrete Curb and Gutter (24") installed as specified and indicated.	260 L.F.	\$20.00 / L.F.	\$5,200.00	250.0 L.F.	\$5,000.00		\$5,000.00	96%
B13	Concrete Sidewalk (4") installed as specified and indicated.	850 S.F.	\$7.00 / S.F.	\$5,950.00	840.0 S.F.	\$5,880.00		\$5,880.00	99%
B14	Concrete Driveway (6") installed as specified and indicated.	350 S.F.	\$7.50 / S.F.	\$2,625.00	335.0 S.F.	\$2,512.50		\$2,512.50	96%
B15	Handicap Ramp Detectable Warning Field installed as specified and indicated.	8 S.F.	\$40.00 / S.F.	\$320.00	8 S.F.	\$320.00		\$320.00	100%
B16	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	150 TON	\$100.00 / TON	\$15,000.00	129.21 TON	\$12,921.00		\$12,921.00	100%
B17	Landscaping installed as specified and indicated.	325 S.Y.	\$7.00 / S.Y.	\$2,275.00	325.0 S.Y.	\$2,275.00		\$2,275.00	90%
TOTAL - Alternate 'B' =				\$98,902.50		\$87,312.96		\$87,312.96	
TOTAL =				\$584,976.00		\$533,035.06		\$533,035.06	

**SANITARY SEWER AND WATER MAIN
EASEMENT**

**TO ALL TO WHOM THESE PRESENTS SHALL
COME:**

This Sanitary Sewer and Water Main Easement Agreement ("Agreement") is by and between the Rober V. Goodweiler and Edith L. Goodweiler Revocable Living Trust date March 10, 2005, and any amendments thereto, as Grantor and owner of the property described herein ("GRANTOR"), and the City of Mineral Point, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

RESERVED FOR RECORDING

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the GRANTOR and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Permanent Sanitary Sewer & Water Main Easement and Temporary Construction Easement on **Exhibit 1**, which is attached hereto and incorporated by reference ("Permanent Sanitary Sewer & Water Main Easement" and "Temporary Construction Easement") and shown on the map attached hereto and incorporated by reference as **Exhibit 2**.

RETURN TO:
City of Mineral Point
137 High Street, Ste. 1
Mineral Point, WI 53565

251-01041-0000
PARCEL IDENTIFICATION NUMBER

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, construct, install, operate, maintain, alter, replace, repair, remove and bury, sanitary sewer and water main facilities on, over, in, under and through the Permanent Sanitary Sewer & Water Main Easement, along with any and all necessary supporting and incidental apparatus and facilities.

3. Temporary Construction Easement. GRANTOR hereby grants to City a temporary easement for construction purposes as described herein in, on, under and through the portion of the Property described as the Temporary Construction Easement subject to the terms of this Agreement. The Temporary Construction Easement granted pursuant to this Agreement will go into effect at the commencement of construction and no earlier than October 15, 2025. The Temporary Construction Easement shall be in place for no longer than January 15, 2027.

4. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Permanent Sanitary Sewer & Water Main Easement and Temporary Construction Easement for the purpose of exercising the rights granted herein, including the right to manage and maintain the Permanent Sanitary Sewer & Water Main Easement.

5. Construction. GRANTEE shall notify GRANTOR prior to commencing construction with the intent of enabling the parties to work together in good faith to minimize any inconvenience

during construction.

6. Restoration and Maintenance. The City shall restore, as best as practicable, the Permanent Sanitary Sewer & Water Main Easement and Temporary Construction Easement to the condition existing prior to use of the same by the City. Restoration includes, but is not necessarily limited to, replacing topsoil and grass. Trees that are required to be removed to accomplish the construction and maintenance of the sanitary sewer and water main shall not be required to be restored. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from construction, installation, operation, maintenance, alteration, replacement, repair, removal or burial, of sanitary sewer and water main apparatus. Following completion of construction or other restoration, the GRANTOR will retain responsibility for general lawn mowing, lawn maintenance and landscaping.

7. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Permanent Sanitary Sewer & Water Main Easement and Temporary Construction Easement for purposes not inconsistent with City's full enjoyment of the rights granted by this Agreement, provided that the GRANTOR shall not erect or construct any building or other permanent structures of any kind or plant any trees within said tract of land.

8. No Assumption by GRANTOR; Indemnification. By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or repair of the sanitary sewer or water main. GRANTEE covenants to maintain the easements in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his/her successors and assigns. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the sanitary sewer and water main in the Permanent Sanitary Sewer & Water Main Easement and Temporary Construction Easement or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees. Nothing contained in this paragraph or Agreement is intended to be a waiver or estoppel of the GRANTEE or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the GRANTEE or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

9. Voluntary Nature of Agreement. By executing this Agreement, the GRANTOR and City acknowledge, warrant and represent that each is entering this Agreement freely and voluntarily and that each has had the opportunity to obtain such legal and other counsel as each deems necessary and prudent.

10. Entire Agreement; Modifications Must Be Written. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not included herein shall be of any force or effect, and this Agreement supersedes any other oral or written agreements entered into between the parties on the subject matter herein. To be effective, any and all modifications must be in

writing.

11. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that he/she/it is the owner of the property described herein and that he/she/it has full authority to sign this Agreement and to bind the property accordingly.

12. Binding Effect on Successors and Assigns. This Agreement and the easements created hereby shall be binding upon and inure to benefit and burden the heirs, successors and assigns of the parties, it being the express intent that this Agreement be perpetual and run with the land.

13. Transferability to Public Utilities and Governmental Entities. City may, but is not required to, assign some or all of its rights under this Agreement to public utilities, governmental entities or its successor in interest. With the exception of the foregoing, City shall not assign its rights under this Agreement without first obtaining the express written permission of the GRANTOR or GRANTOR'S successor in interest.

14. Non-Use; Waiver. Non-use or limited use of easement rights granted in this Agreement shall not prevent City from later use of the easement rights to the fullest extent authorized in this Agreement. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. Invalidity; Governing Law. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this ____ day of _____ 2025.

GRANTOR:

Robert V. Goodweiler and Edith L. Goodweiler
Revocable Living Trust dated March 10, 2005

GRANTEE:

City of Mineral Point

By: Robert V. Goodweiler, Trustee

By: Danny Clark, Mayor

Attest: Christy Skelding, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2025, the above-named Robert V. Goodweiler, to me known to be the person who executed the foregoing instrument and acknowledge the same.

(print name)
Notary Public, State of Wisconsin
My Commission expires _____.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2025, the above-named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

(print name)
Notary Public, State of Wisconsin
My Commission expires _____.

Drafted by:

Attorney Eric Hagen
Boardman & Clark LLP
1038 Lincoln Avenue
Fennimore, WI 53809

EXHIBIT 1

**City of Mineral Point
Sanitary Sewer & Water Main Easement to the City of Mineral Point
Mineral Point, Wisconsin**

Owner	Property Description
Goodweiler, Robert V RV LVG Trust	Tax Key 251-01041-0000
Goodweiler, Edith L REV LVG Trust	SEC 32, T 5 N, R 3 E
1271 Shakerag Street	
Mineral Point, WI 53554	

Permanent Sanitary Sewer & Water Main Easement Description:

A Sanitary Sewer & Water Main Easement 30.00' in width for the purpose of installation and maintenance of Sanitary Sewer and Water System facilities located in the SW1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 32, T 5 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the centerline more fully described as follows:

Commencing at northwest corner of Outlot 2 of Brewery Creek Subdivision 1st Addition in Section 32, T 5 N, R 3 E;

Thence South 36°18'07" West 7.98' along the north line of Lot #50 of said Brewery Creek Subdivision 1st Addition to the Point of Beginning,

Thence N 82°38'54" W 194.47' to the East right-of-way of Shakerag Street and the termination of this easement.

The above-described Sanitary Sewer and Storm Sewer Easement contains 15.00' on each side of the described centerline and is subject to any and all easements of record and/or usage.

Temporary Construction Easement Description:

A Temporary Construction Easement 50.00' in width for the purpose of installation of Sanitary Sewer and Water System facilities located in the SW1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 32, T 5 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the centerline more fully described as follows:

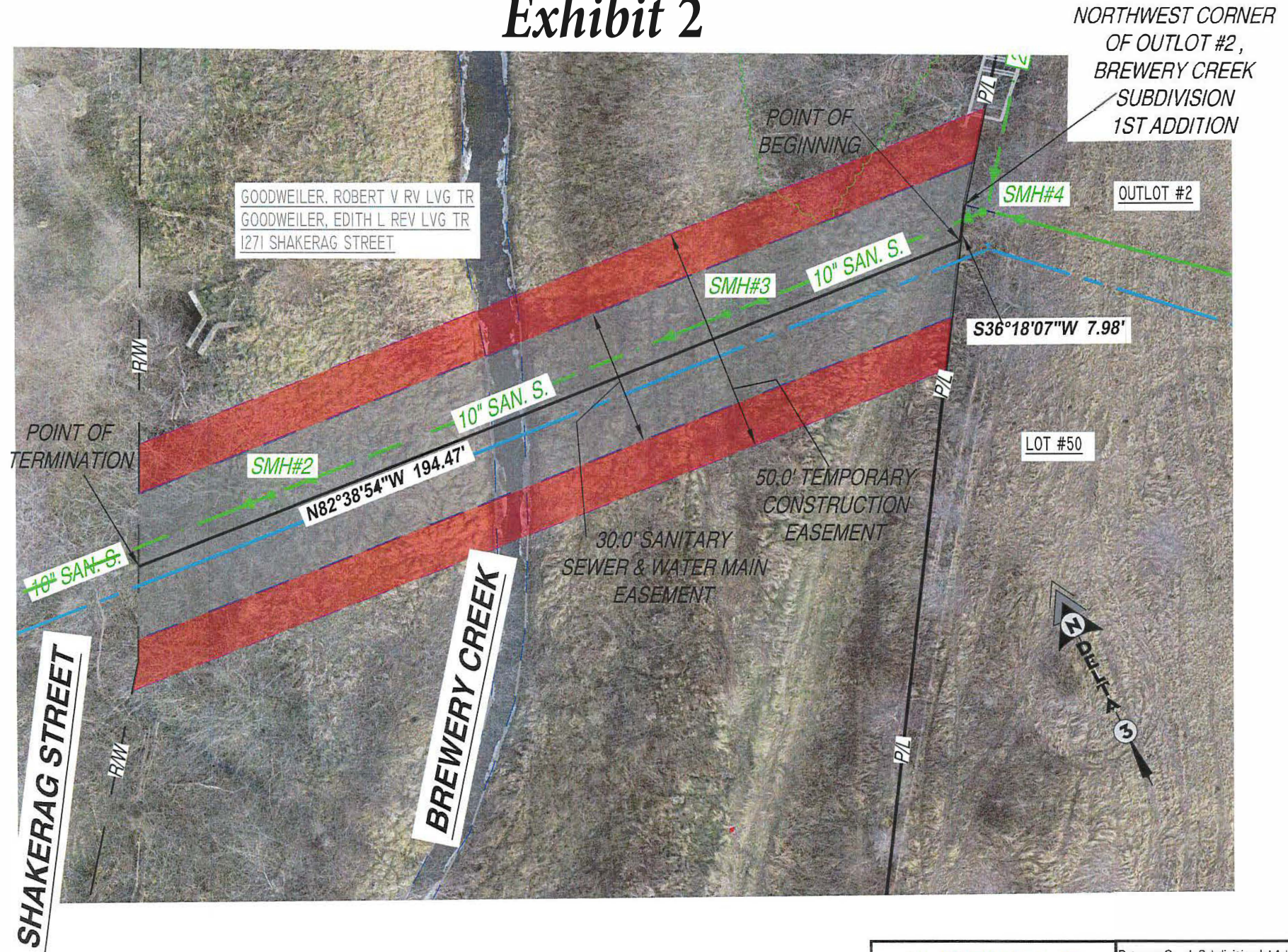
Commencing at northwest corner of Outlot 2 of Brewery Creek Subdivision 1st Addition in Section 32, T 5 N, R 3 E;

Thence South 36°18'07" West 7.98' along the north line of Lot #50 of said Brewery Creek Subdivision 1st Addition to the Point of Beginning,

Thence N 82°38'54" W 194.47' to the East right-of-way of Shakerag Street and the termination of this easement.

The above-described Temporary Construction Easement contains 25.00' on each side of the described centerline and is subject to any and all easements of record and/or usage.

Exhibit 2



DELTA 3
EVERY ANGLE COVERED

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

475 SOUTH CHESTER STREET
PLATTEVILLE, WISCONSIN 53818

PHONE: (608) 348-5355

285 JACKSON STREET
DUBUQUE, IOWA 52001

PHONE: (563) 542-9805

Brewery Creek Subdivision 1st Addition
Utilities Easement
Mineral Point, Wisconsin

Project No. D24-103 | Drawn By: C.Coyler
Date: Sept 9, 2025 | Scale: 1" = 30'

For Questions Regarding this Project, Please Contact:
Mr. Bart P. Nies, P.E.
Delta 3 Engineering, Inc.
Telephone: 608-348-3355

Exhibit



10/13/2025

Mineral Point, Wisconsin

☐ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Finance Committee
Department Reporting: Choose a Department	Submitted by:
<u>ISSUE:</u> Consideration of awarding construction bids for the replacement of the Mineral Point Pool Chemical System.	
<u>BACKGROUND/ANALYSIS:</u> The City has been working on this project since 2024. The City was anticipating a project cost of between \$50,000 and \$75,000. The project cost has grown and now needs to be re-evaluated.	
<u>RECOMMENDATION:</u> Recommend that City Council not award the bid.	
<u>FISCAL IMPACT:</u> \$50,000 - \$125,000.	
<u>ATTACHMENTS:</u> Bid Tab	

PUBLIC BID TABULATION SHEET - BID SPREAD REPORT

Project: Proposed Construction of the Mineral Point Pool Chemical System Replacement, Mineral Point, WI.

Bid Opening: Thursday, October 2, 2025 at 2:00 P.M. at the City Clerk's office, 137 High Street, Suite 1, Mineral Point, WI.

CONTRACTOR	Mechanical Inc dba Helm Mechanical	_____	_____
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BID BOND	5%/10%	_____	_____
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GENERAL CONSTRUCTION - Contract #1

Base Bid - lump sum	\$ 125,000	\$ _____	\$ _____
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ALTERNATES: (Include all bonds, insurance, warranties, and incidentals)

1. BID ALTERNATE #1-1 - Replace Power Panel A per plan set. - LUMP SUM \$ 8,910	\$ _____	\$ _____
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2. BID ALTERNATE #1-2 - Replace Power Panel B per plan set. - LUMP SUM \$ 7,890	\$ _____	\$ _____
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3. BID ALTERNATE #1-3 -Replace mechanical room ventilation fan to match existing. - LUMP SUM \$ 2,200	\$ _____	\$ _____
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4. BID ALTERNATE #1-4 - Furnish and install new emergency eyewash/shower and 55 gallon water heater and emergency mixing valve. Provide electrical connection to Heater from 3 phase electrical breaker, cold water supply, 55-Gallon Dura-Power Commercial AO Smith Water Heater. - LUMP SUM \$ 20,700	\$ _____	\$ _____
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EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the 1st day of January, 2026,

by and between the City of Mineral Point, a Wisconsin municipal corporation (hereinafter referred to as "City"), and the Mineral Point Rescue Squad, Inc., a Wisconsin non-stock corporation (hereinafter referred to as "MPRS").

WHEREAS, the City recognizes the need for reliable, prompt, and high-quality emergency medical services (EMS) for its residents and visitors; and

WHEREAS, in order to accomplish this objective, the City desires to contract with the MPRS for EMS, including ambulance services; and

WHEREAS, the MPRS is willing to provide services to the City under the terms and conditions hereinafter set forth; and

WHEREAS, the City, under Section 62.133, Wis. Stats., -and the MPRS, under its Articles of Incorporation and Bylaws, are authorized to enter into this Agreement;

NOWTHEREFORE, the City and the MPRS agree as follows:

1. Description of Services. The MPRS hereby agrees to provide EMS, including ambulance services, to the City. The MPRS, or another EMS service under a current mutual aid agreement, shall have available, 24 hours per day, 7 days per week, a Basic Life Support (BLS) ambulance and licensed Emergency Medical Technicians (EMTs) to provide EMS within the jurisdictional boundaries of the City.
2. Term of Contract. The term of this Agreement shall be 12 months, commencing on the 1st day of January, 2026, and expiring on the 31st day of December 2026. There shall be no automatic renewal of this Agreement. Should one party decide to cancel this Agreement, said party must notify the other party, in writing, at least 3 months prior to the date that this Agreement shall be canceled. Should the City and MPRS want to continue with EMS service in the City for 2027, a new contract will need to be mutually agreed upon and executed. MPRS shall provide the City with the proposed cost of services for 2027 no later than September 1, 2026.
3. Price. For 2026, the City shall pay the MPRS \$126,520.00 (\$346.63/day). This amount shall be paid no later than January 31, 2026. Should MPRS fail to receive payment in full by that date, MPRS reserves the right to cancel this Agreement, in writing, at any time. MPRS will provide an invoice to the City by January 1, 2026. In the event MPRS terminates this Agreement or breaches this Agreement, causing the City to terminate this Agreement prior to December 31, 2026, MPRS shall refund to the City within 10 days of the effective date of termination a sum equal to the per diem charge (\$346.63) for the days remaining in 2026 for which no service is provided due to such termination.
4. Snow Removal and Lawn Maintenance. The City shall provide lawn mowing and snow removal services at the MPRS property at 907 Ridge Street, Mineral Point. It shall be the City's policy to remove any snow and ice as soon as possible during and after a snow event to ensure that MPRS can safely navigate vehicles, emergency and private, in a timely fashion during emergency and non-emergency events. Snow and ice removal at the MPRS property shall be completed prior to any other locations in the City, with the exceptions being the Mineral Point Police Department and the Mineral Point Fire Department. Should MPRS determine that the City deviated from the above policy during or after a snow event, the City shall reimburse MPRS for actual and reasonable costs incurred by MPRS to have snow and ice removed by a third party. MPRS shall provide the City with a copy of the invoice for any such removal. Should the parking lot area need snow piles hauled away during the winter months, the City shall load and haul snow away in a prompt manner. The lawn shall

be maintained by the City, in a good and workmanlike manner, at all times during the term of this contract.

5. Insurance. The MPRS shall acquire and maintain, throughout the term of this Agreement, Insurance covering services and vehicles provided by the MPRS of the following types and policy limits:
 - a. Vehicle liability Insurance for bodily Injury or death and property damage, with a combined single limit of \$500,000 per vehicle and \$1,000,000 per occurrence.
 - b. Liability insurance for bodily Injury, personal injury or death, and property damage, with a minimum of \$500,000 per occurrence, claim, or incident, and \$1,000,000 annual aggregate.
6. Indemnification. The MPRS indemnifies the City against and holds the City harmless from any liability, losses, costs, and expenses, including reasonable attorney fees, for injuries to any persons or damage to any property arising out of or resulting from the provision of EMS, except for any of the foregoing caused by the City's negligence or willful misconduct. The City indemnifies the MPRS against and holds the MPRS harmless from any liability, losses, costs, and expenses, including reasonable attorney fees, for injuries to any persons or damage to any property arising out of or resulting from the provision of EMS, except for any of the foregoing caused by the MPRS's negligence or willful misconduct. Nothing in this paragraph or in this Agreement shall be construed as a waiver or limitation of City's rights under Wis. Stat. sec. 893.80 or of the statutory damage limitations provided therein. The indemnification obligations under this paragraph will survive termination of this Agreement.
7. Dispatch and Communication Systems. The MPRS will equip and maintain the necessary equipment to effectively and efficiently communicate with the Iowa County Sheriff's Department Communication Center.
8. Licenses and Certifications. The MPRS will maintain all licenses and certifications required by the State of Wisconsin for EMS providers.
9. Rights and Remedies. In the event of litigation between the parties for disputes arising out of this contract, claims for unpaid amounts, or claims for negligence or willful misconduct, that litigation shall be brought only in the Circuit Court of the County of Iowa, State of Wisconsin, and the parties consent to the jurisdiction and venue of such court.
10. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
11. Entire Agreement. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made by any party to this Agreement or any third party on or before the effective date of this Agreement will be binding on the parties.
12. Assignability. This Agreement is not assignable by the City without the approval of the MPRS. This Agreement is not assignable by MPRS without the approval of the City.

This Agreement is binding on the parties and their successors in interest.

City of Mineral Point By:

Dan Clark, Mayor

Mineral Point Rescue Squad, Inc. By:

Steve Simmons
Steve Simmons, MPRS Service Director

City of Mineral Point Water Tower License Agreement

This Water Tower License Agreement ("**Agreement**") is made and entered into this 1st day of November 2025, by and between the City of Mineral Point, Iowa County, Wisconsin, a Wisconsin municipal corporation ("**Mineral Point**"), acting in its capacity as a municipal water utility, and MH Telecom LLC, ("**Licensee**"). Mineral Point and Licensee are at times collectively referred to as the "**Parties**" or individually as the "**Party**."

RECITALS

- A. WHEREAS, Mineral Point owns the real property located on Church Street in the City of Mineral Point, Wisconsin (the "**Property**") on which it owns, maintains and operates a water tower (the "**Tower**"); and
- B. WHEREAS, Mineral Point and Licensee entered into a Tower Lease Agreement dated February 3, 2009 (the "**2009 Lease**"). Pursuant to 2009 Lease, Licensee leased from Mineral Point (i) space on the Tower for the placement and affixing of no more than 4 antennas at no greater than 15 feet above the highest point of the existing Tower structure, and (ii) 5 feet by five 5 feet space inside the Tower for Licensee's equipment; and
- C. WHEREAS, Mineral Point and Licensee entered into a First Amendment To Water Tower Lease Agreement dated February 27, 2025, and Second Amendment to Water Tower Lease Agreement, to extend the term of the 2009 Lease (Collectively, the "**Amendments to 2009 Lease**").; and
- D. WHEREAS, the parties desire to enter into this new Agreement to replace the 2009 Lease and the amendments thereto to increase the space available for use by Licensee for its equipment.

AGREEMENT

The Parties agree as follows:

ARTICLE 1: LICENSE GRANTED

- 1.1. Subject to provisions of this Agreement, Mineral Point hereby grants to Licensee:
 - 1.1.1. A license authorizing Licensee to install, maintain, repair, upgrade, operate, replace and remove Licensee's equipment cabinets to house required wireless equipment (the "**Ground Equipment**") within an area no greater than 7 feet by 7 feet inside the base of the Tower (the "**Ground Space**").
 - 1.1.2. A license authorizing Licensee to install, maintain, repair, upgrade, operate, replace and remove antennas at no greater than 15 feet above the highest point of the existing Tower structure (the "**Tower Equipment**"). The total number of antennae that may be attached by Licensee not to exceed eight (8).

- 1.1.3. The following temporary, non-exclusive easements, which shall automatically terminate upon the termination or expiration of this Agreement: (i) an "**Access Easement**" across the Property for ingress and egress to the Ground Space and (ii) a "**Utility Easement**" across the Property for the installation of utility wires, cables, pipes, conduit, fiber, to connect Licensee's Ground Equipment and Tower Equipment (collectively "**Equipment**").
- 1.1.4. The privilege to connect Licensee's Ground Equipment and Tower Equipment to a 20 amp, 110VAC electrical power source located on the Property as further described in **Section 6.2**, and to any such other additional power source as may be placed on the Property by Mineral Point.
- 1.1.5. Upon written consent of Mineral Point, which shall not be unreasonably, withheld, conditioned, or delayed, the right to upgrade, at Licensee's sole expense, the electrical power source located on the Property.

1.2. The Property and Tower are collectively referred to as the "**Premises**."

ARTICLE 2: TERM

- 2.1 The "**Initial Term**" of this Agreement shall commence on September 1, 2025 (the "**Effective Date**") and shall terminate on August 31, 2029.
- 2.2 Provided that the Licensee is not in default under this Agreement at the end of the Initial Term or any Renewal Term, this Agreement shall automatically extend for four (4) additional terms of four (4) years (each a "**Renewal Term**") unless Licensee notifies Mineral Point, in writing, of its intention to terminate this Agreement at least ninety (90) days before the expiration of the then-current term, in which case the Agreement shall terminate at the end of the then-current term during which such notice is given. Notwithstanding anything to the contrary herein, Licensee may terminate any Renewal Term for any or no reason, upon one (1) year's written notice to Mineral Point.
- 2.3 Either Party may terminate this Agreement at the end of the fourth and final Renewal Term by giving written notice to the other Party of its intention to terminate this Agreement at least ninety (90) days prior to the expiration of the final Renewal Terms. If neither Party has given such notice to the other Party, then upon the expiration of the fourth and final Renewal Term, this Agreement shall continue in force upon the same covenants, terms, and conditions for an additional term of one year and for annual terms thereafter (each, an "**Annual Term**") until terminated by either Party by giving the other Party at least ninety(90) days written notice of its intention to terminate this Agreement at the end of the then-current Annual Term.
- 2.4 The Initial Term, any Renewal Term and any Annual Term may be collectively referred to herein and individually as the "**Term**."

ARTICLE 3: LICENSE FEE

- 3.1 Commencing on the Effective Date, the monthly "**License Fee**" shall be Six Hundred Dollars (\$600). The first payment shall be made within thirty (30) days of the Effective Date and thereafter on the 1st day of each month for the term of the License. The Licensee Fee shall increase by 3.5% each year of the Initial Term and Renewal Terms, as well as for each Annual Term.
- 3.2 Within thirty (30) days of the Effective Date Licensee shall pay to Mineral Point a true up payment in the amount of \$469.60 representing the additional Base Rent owed under the Amendments to 2009 Lease.
- 3.3 Licensee shall pay the License Fee to City of Mineral Point, 137 High St. STE 1. Mineral Point, WI 53565 or to such other person, firm, or place as Mineral Point may, from time to time, designate in writing at least thirty (30) days in advance of any License Fee payment by written notice.
- 3.4 In the event Licensee fails to timely pay any sums due under this Agreement, Licensee shall pay to Mineral Point a late fee on the total payment due of one percent (1.0%) per month.
- 3.5 During the Term of this Agreement, Licensee shall provide Mineral Point:
 - 3.5.1 Licensee's broadband internet access service and/or managed services, valued up to \$120 per month to such location or locations, within a reasonable distance of the Tower, provided Licensee can provide its broadband internet access service or managed service to such location or locations without additional cost or expense. For avoidance of doubt, Mineral Point shall be responsible for the cost of any such Licensee broadband internet access service and/or managed services greater than \$120 per month; and
 - 3.5.2 Free public wireless internet access to the following locations: (a) Soldier's Memorial Park, and (b) one other Mineral Point-owned location City Facility within a reasonable distance of the Tower such that Licensee can provide public wireless internet access to such location without additional cost or expense.

ARTICLE 4: DISCLAIMERS

- 4.1 Licensee acknowledges and agrees that Mineral Point has made no representations or warranties express or implied, regarding the physical condition of the Premises or Easements; or the suitability of the Premises or Easements for Licensee's desired purposes.
- 4.2 Licensee acknowledges and agrees that Licensee is experienced in land acquisition and premises development, that it has conducted or will conduct all necessary and appropriate inspections of the Property; and that Licensee accepts the Property, including the

Easements, Tower, and all structures thereon, in "as-is, where-is, and with all faults" condition.

- 4.3 Mineral Point makes no warranties or representations regarding Licensee's exclusive use of the Premises or Easements; or that the Premises, Easements, or utilities serving the Premises are fit for Licensee's intended use, and all such warranties and representations are hereby disclaimed.

ARTICLE 5: TAXES/ NO LIENS

- 5.1 Licensee shall have the responsibility to pay any personal property taxes, assessments, or charges owed on the Property that are the result of Licensee's use of the Premises and/or the installation, maintenance, repair, upgrade, operation, replacement or removal of the Equipment. Licensee shall be responsible for the payment of all taxes, levies, assessments, and other charges imposed upon the business conducted by Licensee at the Property.
- 5.2 Licensee shall have the right, at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible to pay.
- 5.3 Licensee shall not permit any claim or lien to be placed against any part of the Property or Tower that arises out of work, labor, material, or supplies provided or supplied to Licensee, its contractors, or their subcontractors for the installation, maintenance, repair, upgrade, operation, replacement or removal of the Equipment, or use of the Tower or Property. Upon 30 days prior written notice from Mineral Point, Licensee shall cause any such claim or lien filed by any third party making a claim against, through, by, because of, or under Licensee to be discharged by bonding or letter of credit to give Mineral Point security to protect Mineral Point's interests from the claim or lien. If Licensee elects to obtain a bond, it shall be with a company authorized to provide bonds in Wisconsin.

ARTICLE 6: USE

- 6.1 Permitted Use. Licensee shall continuously use the Premises solely for the purpose of installing, maintaining, repairing, upgrading, operating, replacing or removing the Equipment and uses incidental to such use. All of the Equipment shall be installed maintained, repaired, upgraded, operated, replaced and removed at Licensee's expense and shall be and remain exclusive property of Licensee. Licensee shall not do or permit to be done in, to, on, or about the Property or Tower any act or thing which would violate, suspend, invalidate, or make inoperative any insurance pertaining to the Property or the Tower or any improvements thereto.
- 6.2 Utility. Mineral Point shall provide Licensee with electric power, in the manner described in **Section 1.1.4** above. Licensee 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 Premises by Mineral Point.

6.3 Compliance with Laws.

- 6.3.1 Licensee, at its expense, shall diligently, faithfully, and promptly obey and comply with all applicable federal, state, and local orders, rules, regulations, and laws (collectively, "**Laws**"), including: (i) environmental laws; (ii) and Federal Communications Commission ("**FCC**") and Federal Aviation Administration ("**FAA**") rules, that are applicable to operations conducted upon or above the Premises; (iii) applicable American National Standards Institute ("**ANSI**") "Standards for Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard or any applicable Environmental Protection Agency rules or regulations that may hereinafter be adopted that supersede this standard; and (iv) all Occupational Safety and Health Administration safety requirements that are applicable to Licensee's operations conducted upon or above the Property.
- 6.3.2 Licensee shall neither do nor permit any act or omission that could cause the Premises or the use thereof to fall out of compliance with applicable Laws. Licensee shall provide to Mineral Point a copy of any written notice received by Licensee from any governing authority regarding non-compliance with any Laws pertaining to Licensee's operations conducted upon or above the Premises within 30 days of Licensee's receipt of any such non-compliance. Any fines or penalties imposed for improper or illegal installation or operation of any improvements by Licensee on the Premises or for any other violation of Laws by Licensee on the Premises shall be Licensee's sole responsibility.
- 6.3.3 Mineral Point makes no representations or warranties with respect to the Tower's registration with the FCC.
- 6.4 Advertisements. Licensee shall not advertise on the Property or any structure on the Property, except for company identification as required by FCC regulation.
- 6.5 Damage During Installation. Any damage done to the Property, Tower, or surrounding land during installation, maintenance, repair, upgrade, operation, replacement or removal of the Equipment that results from the action or inaction of Licensee or its contractors or subcontractors or the presence of the Equipment shall be immediately repaired at Licensee's expense and to Mineral Point's reasonable satisfaction. Licensee shall pay all costs and expenses in relation to maintaining the structural integrity of the Tower in connection with Licensee's installation and operation of the Equipment.
- 6.6 Maintenance. Licensee shall be responsible for maintenance and security of the Equipment and shall keep the same in good repair and condition, reasonable wear and tear and damage from the elements excepted, during the Term of this Agreement.
- 6.7 Surveys, Tests, Analyses, and Investigations. Licensee shall have the right to conduct surveys, radio signal propagation tests, structural analyses and any other tests or

investigation which Licensee deems necessary or desirable to determine whether or not the Premises is suitable for Licensees permitted use hereunder, provided that such tests shall be at Licensee's sole expense, and shall not damage the Property or Tower or interfere with any other person's use of the Property or Tower. Licensee will comply with the access requirements in *Article 7* below prior to conducting such tests, surveys or analysis.

ARTICLE 7: ACCESS

- 7.1 Licensee shall at all times have unrestricted access to the Equipment; provided, however, except in an Emergency (defined below), in order to access the Licensee Equipment, Licensee shall provide Mineral Point with not less than forty-eight (48) hours prior notice by email to utilities@cityofmineralpointwi.gov or calling the Water Superintendent (Superintendent Nate Fosbinder: 608-574-2166). (“*Non-Emergency Notice*”). In an Emergency, Licensee shall provide notice to the Call Out List, set forth in *Exhibit A*, attached hereto (the “*Emergency Notice*”). Mineral Point shall not charge Licensee for providing access to Licensee's Equipment. Mineral Point shall have the right, at its sole expense, to have a representative present during any work on the Equipment. As used in this Agreement, “*Emergency*” shall include, without limitation, circumstances: (a) which are reasonably likely to threaten the health or safety of an individual, or cause physical damage to the Tower, Licensee's Equipment, or any other property; or (b) where Licensee's customers are experiencing a degradation, interruption, or outage of service. If Licensee fails to provide Non-Emergency Notice or Emergency Notice as required in this *Section 7.1*, Mineral Point may assess a fine of \$2,500 for each such occurrence.
- 7.2 Mineral Point shall provide keys or access code information to Licensee to permit Licensee 24 hrs/day and 7 days/week access to the Ground Space and the Tower.
- 7.3 Licensee shall be subject to all emergency operation plans adopted by Mineral Point applicable to the Tower. When accessing the Tower, Licensee's employees, contractors, and agents shall have proper identification. Licensee shall be responsible for maintaining a written record of the names of its employees, contractors, and agents who perform work on the Premises, the nature of the work performed, and the date and time such work is performed. Licensee shall make such records available to Mineral Point upon request.

ARTICLE 8: MODIFICATIONS TO LICENSEE TOWER EQUIPMENT

8.1 Licensee Equipment.

- 8.1.1 As of the Effective Date, Licensee's Tower Equipment shall consist of the Tower Equipment set forth in *Exhibit B*, attached hereto (the “*2025 Tower Equipment*”).
- 8.1.2 Licensee may maintain, repair, upgrade, and replace the 2025 Tower Equipment with Like-for-Like Equipment without the need for Mineral Point's approval or consent. As used in this Agreement, “*Like-for-Like Equipment*” shall mean equipment that does not weigh more than one-hundred and twenty percent (120%) of the 2025 Tower Equipment, does not exceed the restrictions set forth in *Section 1.1.2*, and can be

attached to the existing ring on the Tower. There shall be no increase in the License Fee, nor shall the Parties be required to enter into either an amendment to this Agreement or a replacement Agreement.

8.1.3 Licensee may not upgrade or replace the 2025 Tower Equipment with equipment that is not Like-for-Like Equipment (a “**Modification Project**”) without Mineral Point’s prior written approval, which approval shall not be unreasonably, withheld, conditioned or delayed. Approval of a Modification Project may be subject to a commercially reasonable increase in the License Fee.

8.1.4 Licensee shall submit all of the following to Mineral Point in connection with its request for approval of a Modification Project: Detailed drawings for all proposed improvements that are part of the Modification Project (“**Construction Drawings**”). Mineral Point shall use reasonable efforts to complete its review and respond to Licensee with its detailed comments, disapproval or approval of the Construction Drawings within twenty (20) business days of receipt of same.

8.2 Work Related to Licensee’s Equipment.

8.2.1 Licensee’s installation of Like-for-Like Equipment or a Modification Project shall be made at Licensee’s sole expense and completed in a neat and workmanlike manner in accordance with sound engineering practices; all applicable rules, regulations, and laws; and in strict compliance with the approved Construction Drawings where applicable.

8.2.2 Within thirty (30) days after installation of Like-for-Like Equipment or a Modification Project, Licensee shall provide to Mineral Point a complete and detailed inventory of all then-existing and newly installed Equipment.

8.2.3 After installation of Like-for-Like Equipment or a Modification Project, Licensee shall address all punch-list items within thirty (30) days after Licensee or its contractors receive the punch list from Mineral Point or Mineral Point’s contractors.

8.3 Emergency. In the case of an Emergency, Licensee shall provide written notice to Mineral Point describing the replacement or repair, as well as an explanation of the reason the repair or replacement constituted an Emergency and did not require prior written notice to Mineral Point, with the written notice being transmitted by Licensee to Mineral Point within 24 hours following the emergency replacement or repair-of the Tower Equipment.

8.4 Review/Inspection. As directed by Mineral Point, Mineral Point shall review and periodically inspect Licensee’s Modification Project beginning with a pre-construction conference and continuing through installation, construction, punch list review, and verification of the inventory of all then-existing and newly installed Equipment.

8.5 Responsibility for Professional Costs. Licensee shall be responsible for the engineering cost of any engineer retained by Licensee in connection with a Modification Project, which

engineer shall be approved by Mineral Point, such approval not to be unreasonably withheld, conditioned, or delayed.

ARTICLE 9: TOWER PAINTING & MAINTENANCE; TOWER EMERGENCY

- 9.1 Licensee's Equipment. Licensee shall cooperate with Mineral Point and its painting and maintenance contractor to temporarily move or relocate the Equipment on the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar major maintenance or repair work that Mineral Point, in its sole discretion, determines is necessary ("**Major Maintenance Work**") while maintaining the operability of the Equipment
- 9.1.1 Mineral Point shall give Licensee no less than 365 days' prior written notice of the date of any Major Maintenance Work.
- 9.1.2 Licensee and Mineral Point shall cooperate to ensure that the temporary move or relocation of the Equipment on the Tower does not interfere with the Major Maintenance Work or the operations of the Equipment. Licensee will make its representatives available to attend meetings with Mineral Point or its contractors (and any other Tower users) related to such work.
- 9.2 If despite the good faith best efforts of Licensee, Mineral Point and Mineral Point's contractor determine that removal of Licensee's Equipment is required, or an emergency exists which is reasonably likely to threaten the health or safety of any individual, or cause physical damage to the Tower requiring the removal of Licensee's Equipment, then Licensee shall have a reasonable period of time under the circumstances to remove its Equipment; provided, however, Licensee shall have the right, at its sole expense, to place a temporary tower – i.e., COW or Cell On Wheels (a "**Temporary Tower**") on the Property to be able to continue to provide services to its customers. Licensee and Mineral Point shall cooperate regarding the placement of the Temporary Tower on the Property.

ARTICLE 10: LIMITATION OF LIABILITY

- 10.1 Mineral Point reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and Tower at its sole risk. Notwithstanding the foregoing, Mineral Point shall exercise reasonable precaution to avoid damaging Licensee's Equipment and, if it is aware of or made aware of such damage, Mineral Point shall promptly report to Licensee the occurrence of any such damage caused by Mineral Point. Subject to **Section 10.2**, Mineral Point agrees to reimburse Licensee for all reasonable costs Licensee incurs for the physical repair of its Equipment damaged by Mineral Point's negligence or willful misconduct, not to exceed the limits of liability for municipal claims established by Wisconsin law.

- 10.2 No provision of this Agreement is intended, nor shall it be construed, to be a waiver for any purpose of any provision of Wis. Stat. § 893.80 or any other applicable notice requirements, governmental immunities, or damages.

ARTICLE 11: MUTUAL INDEMNIFICATION

- 11.1 Indemnification. Licensee and Mineral Point (each an “**Indemnifying Party**”) shall defend, indemnify, and hold harmless the other party and its directors, officers, officials, employees, contractors and agents (“**Indemnified Parties**”) against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments, costs, and expenses (including reasonable attorney’s fees and all other costs and expenses of litigation) (each a “**Covered Claim**”) that may be asserted by any person or entity and arise in any way (including any act, omission, failure, negligence, or willful misconduct) in connection with the Indemnifying Party or its directors, officers, officials, employees, contractors and agents use of the Premises, except to the extent that the Indemnified Parties’ negligence or willful misconduct gives rise to such Covered Claim.
- 11.2 Procedure for Indemnification. The following procedures shall apply to an Indemnifying Party’s indemnification obligations under both *Articles 11* and *12*:
- 11.2.1 An Indemnified Party shall give prompt written notice to an Indemnifying Party of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against an Indemnified Party, the Indemnified Party shall notify the Indemnifying Party no later than 15 days after the Indemnified Party receives written notice of the action, suit, or proceeding.
- 11.2.2 An Indemnified Party’s failure to give the required notice shall not relieve the Indemnifying Party of its obligation to indemnify the Indemnified Party unless, and only to the extent, that the Indemnifying Party is materially prejudiced by such failure.
- 11.2.3 The Indemnifying Party shall have the right at any time, by notice to Indemnified Party, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the Indemnified Party. The Indemnified Party agrees to cooperate fully with the Indemnifying Party. If the Indemnifying Party assumes control of the defense of any third-party claim, Indemnified Party shall have the right to participate in the defense at its own expense. If the Indemnifying Party does not assume control or otherwise participate in the defense of any third-party claim, The Indemnifying Party shall be bound by the results obtained by Indemnified Party with respect to the claim.
- 11.2.4 If the Indemnifying Party assumes the defense of a third-party claim as described above, then in no event shall Indemnified Party admit any liability with respect to, or settle, compromise, or discharge any third-party claim without the Indemnifying Party’s prior written consent.

- 11.3 Costs. The Indemnifying Party acknowledges and agrees that it is responsible for reimbursing the Indemnified Party for any and all costs and expenses (including attorneys' fees) incurred in the enforcement of the indemnification provisions in *Articles 11* and *12*.

ARTICLE 12: ENVIRONMENTAL

- 12.1 Licensee shall use its best efforts to ensure that its use of the Property will not generate any Hazardous Substances (defined below). Licensee agrees that it will not store or dispose of on the Property or transport to or over the Property any Hazardous Substances in violation of applicable federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments. Licensee represents that its Equipment does not constitute or contain and will not generate any Hazardous Substances in violation of any applicable federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments. Mineral Point shall otherwise be responsible for addressing any environmental condition or Hazardous Substance on the Property except to the extent the condition is caused by Licensee. "**Hazardous Substance**" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments.
- 12.2 Licensee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which arise from the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises by Licensee or anyone under the direction or control of or acting on behalf of or at the invitation of Licensee, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement, except only to the extent that Mineral Point's negligence or willful misconduct gives rise to such claim. Mineral Point shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which arise from the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises by Mineral Point or anyone under the direction or control of or acting on behalf of or at the invitation of Mineral Point, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement, except only to the extent that Licensee's negligence or willful misconduct gives rise to such claim.

ARTICLE 13: INSURANCE

- 13.1 Licensee 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 Agreement with combined single limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate. In addition, Licensee shall maintain commercially reasonable insurance appropriate for the uses and activities contemplated under this Agreement, including but not limited to the following: worker's compensation in statutory amounts, employer's liability insurance with combined single limits of \$500,000. Mineral Point reserves the right to require increased or additional insurance coverage during the additional terms of the Agreement, consistent with reasonable and prudent business practices. Any policy returned or obtained hereunder (except for worker's compensation and employer's liability insurance policies) shall name Mineral Point as an additional insured and a certificate of insurance shall be provided to Mineral Point upon reasonable request.

ARTICLE 14: REMOVAL

- 14.1 Removal and Restoration. Upon termination or expiration of this Agreement, Licensee shall have ninety (90) days to: (a) remove the Equipment from the Property in a good, efficient, and workmanlike manner, (b) shall repair any damage to the Premises caused by such removal, all at Licensee's sole cost and expense. Before removing any part of the Equipment from the Tower upon termination or expiration of this Agreement, Licensee agrees to provide Mineral Point with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Mineral Point.
- 14.2 Removal and Restoration by Mineral Point. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, and does not cure any such failure within thirty (30) days of written notice of such failure by Mineral Point, Mineral Point shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee shall reimburse Mineral Point for Mineral Point's actual costs of such removal and restoration within sixty (60) days of receiving an invoice therefor.

ARTICLE 15: ASSIGNMENT & SUBLICENSING

- 15.1 Licensee may not sublicense any part of the Premises without Mineral Point's written consent, which shall not be unreasonably withheld, conditioned, or delayed.
- 15.2 Without Mineral Point's approval or consent, this Agreement may be sold, assigned, or transferred to (i) any entity in which Licensee directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in Licensee; or (iii) any entity directly or indirectly under common control with Licensee. Licensee may assign this Agreement to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization without approval or consent of Mineral Point. As to other parties, this Agreement may not be sold, assigned, or transferred without Mineral Point's written consent, which consent

will not be unreasonably withheld, conditioned, or delayed. No change of stock ownership, partnership interest, or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

- 15.3 No sale, assignment, or transfer under this Agreement shall be effective until the purchaser, assignee, or transferee agrees in writing to assume all the obligations of Licensee arising under this Agreement. Licensee shall furnish Mineral Point with prior written notice of the sale, transfer, or assignment, together with the name and address of the purchaser, transferee, or assignee.
- 15.4 Nothing contained in this Agreement shall be deemed expressly or by implication to give Licensee any right or power to mortgage Mineral Point's fee simple or any other interest of Mineral Point's in or to the Premises.

ARTICLE 16: NOTICES

- 16.1 All notices and demands hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, sent overnight by nationally recognized commercial courier, or sent via email, addressed as follows:

If to Mineral Point: City of Mineral Point
Attn: City Clerk
137 High St., Suite 1
Mineral Point, WI 53565
cityclerk@cityofmineralpointwi.gov

If to Licensee: MH Telecom, LLC d.b.a. MHTC
Attn.: John Van Ooyen
200 East Main St.
Mount Horeb, WI 53572
john.vanooyen@mhtcinc.com

Either Party may change its notice address for purposes of this Agreement by giving to the other Party written notice of the address change using one of the methods set out in this ***Section 16.1***.

- 16.2 Notice by mail or courier shall be effective upon actual receipt or refusal of delivery, as evidenced on the receipt obtained from the carrier. Notice by email shall be effective upon receipt. Except where otherwise provided, a telephone call will not constitute notice. In case of emergency, each Party will attempt to contact the other Party in the most expeditious manner possible.

ARTICLE 17: DEFAULT & REMEDIES

- 17.1 Default by Licensee. The following will be deemed a default by Licensee and a breach of this Agreement:

- 17.1.1 Licensee's failure to pay the License Fee or any other sums owed to Mineral Point if such amount remains unpaid for more than fifteen (15) days after receipt of written notice from Mineral Point of such failure to pay, or
 - 17.1.2 Licensee's failure to perform any other term or condition or failure to correct Licensee's breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Mineral Point specifying the failure.
 - 17.1.3 For avoidance of doubt, failure by Licensee to provide Non-Emergency or Emergency Notice as required under **Section 7.1** shall not constitute a default hereunder, unless Licensee fails to provide such notice three (3) times in any twelve (12) month period.
- 17.2 No failure by Licensee under **Section 17.1.2**, however, will be deemed to exist if Licensee has commenced to cure such default within such thirty (30)-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Licensee's reasonable control. If Licensee remains in default beyond any applicable cure period, Licensee shall have any and all rights available to it under law and equity.
- 17.3 In the event of any uncured default by Licensee, in addition to all other rights and remedies available to Mineral Point at law, in equity, or under this Agreement, Mineral Point shall have the right to serve a written notice upon Licensee that Mineral Point elects to terminate this Agreement upon a specified date not less than 10 days but no more than 30 days after the date of serving such notice, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term granted. In the event this Agreement is so terminated, Licensee shall promptly pay to Mineral Point a sum of money equal to the total of any unpaid amounts due under the Agreement, including the License Fee accrued through the date of termination.
- 17.4 Default by Mineral Point. The following will be deemed a default by Mineral Point and a breach of this Agreement:
- 17.4.1 Mineral Point's failure to provide access to the Premises under **Article 7**.
 - 17.4.2 Mineral Point's failure to perform any other term or condition or its breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Licensee specifying the failure.
 - 17.4.3 No failure of Mineral Point under **Section 17.4.2**, however, will be deemed to exist if Mineral Point has commenced to cure the default within such 30-day period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Mineral Point's reasonable control. If Mineral Point remains in default beyond any applicable cure period, Licensee shall have any and all rights available to it under law and equity.

17.4.4 In the event of an uncured default by Mineral Point, in addition to all rights and remedies available to it at law, in equity, or under this Agreement. Licensee shall have the right to serve a written notice upon Mineral Point that Licensee elects to terminate this Agreement upon a specified date, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term.

ARTICLE 18: CASUALTY & DECOMMISSIONING

- 18.1 If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of Licensee or anyone under the direction or control or acting on behalf of or at the invitation of Licensee, so as to render it substantially unusable for Licensee's intended use, in Licensee's reasonable discretion, the License Fee shall abate until Mineral Point, at Mineral Point's expense and sole option, restores the Tower to its condition prior to such damage. If Mineral Point elects not to restore the Tower, it shall give Licensee written notice of such election within thirty (30) days of the casualty event rendering the Tower substantially unusable for Licensee's intended use and this Agreement shall immediately terminate.
- 18.2 If Licensee is unable to install a Temporary Tower or its functional equivalent in a mutually agreed-upon location for Licensee's use during the Tower repairs or Mineral Point does not begin repairs within 30 days following the date the Tower was damaged, Licensee shall have the right to terminate this Agreement by giving Mineral Point written notice thereof.
- 18.3 Mineral Point, in its absolute discretion, may decommission and dismantle the Tower at any time. Mineral Point shall give Licensee no less than 365 days' prior written notice of the date by which Licensee's Equipment must be removed from the Property in accordance with **Article 14**. This Agreement will terminate at the end of the 365-day notice period (or at a different time) if both Parties agree to such termination date in writing.

ARTICLE 19: NON-INTERFERENCE Subsequent to the installation of Licensee's Tower Equipment, Mineral Point shall not permit itself, its lessees or licensees (i.e., other tenants), to install equipment on the Tower, Property or property contiguous thereto owned or controlled by Mineral Point, if such equipment is likely to cause interference with Licensee's operations. Such interference shall be deemed a material breach of this Agreement by Mineral Point. In the event interference occurs, Mineral Point 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 Licensee to Mineral Point, Mineral Point 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 to the reasonable satisfaction of Licensee. In the event Mineral Point fails to comply with this section, Licensee may terminate this Agreement without any further obligation to pay the License Fee and/or pursue other remedies available under this Agreement, at law or in equity.

ARTICLE 20: MINERAL POINT OBLIGATIONS

- 20.1 Aviation Hazard Marking. Mineral Point 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 for the FCC.
- 20.2 Tower Maintenance. Mineral Point 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 Licensee or its contractors, so as to render it substantially unusable for Licensee's intended use, rent shall abate for such a period until Mineral Point, 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, Licensee shall have the right to terminate this Agreement without any further obligation to pay rent.

ARTICLE 21: ADDITIONAL PROVISIONS

- 21.1 Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for the use which Licensee was then making of the Premises, this Agreement shall terminate on the date title vests in the condemning authority.
- 21.2 Further Assurances. Mineral Point and Licensee agree, as part of the basis of their bargain for this Agreement, to cooperate fully in executing any and all documents, including but not limited to amendments to this Agreement, necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 21.3 Binding Upon Execution. The Parties agree that this Agreement is not binding on either Party until fully executed.
- 21.4 Subordination. Mineral Point agrees that if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Mineral Point shall promptly provide to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement.
- 21.5 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 21.6 Interpretation. This Agreement is the result of negotiation by the Parties and each Party had the opportunity to consult legal counsel with respect to this Agreement prior to execution. Nothing in this Agreement or any amendment to it shall be construed more

strictly for or against either Party because that Party or its attorney drafted this Agreement or any portion of it.

- 21.7 Entire Agreement. This Agreement, including its recitals, contains all agreements, promises, and understandings between Mineral Point and Licensee with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises, or understandings shall be binding upon either Mineral Point or Licensee in any dispute, controversy, or proceeding at law.
- 21.8 Amendment. Any amendment or modification of this Agreement shall be void and ineffective unless made in writing and signed by both Parties.
- 21.9 Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, held invalid or unenforceable, the remainder of the section, subsection, term, or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term, or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 21.10 Headings. The headings of articles, sections, and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of the articles, sections, or subsections.
- 21.11 Time of the Essence. Time is of the essence with respect to each Party's obligations under this Agreement.
- 21.12 No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 21.13 Successors. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the Parties, except that no sale, transfer, or assignment by Licensee shall vest any right in the purchaser, transferee, or assignee unless all of the requirements set forth in **Section 15.3** have been satisfied.
- 21.14 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic

signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

- 21.15 Authority. Each Party warrants to the other that the person or persons executing this Agreement on the Party's behalf have the full right, power, and authority to enter into and execute this Agreement on such Party's behalf.

[Signature page to follow]

The Parties have formed this Agreement as of the first date written above.

City of Mineral Point

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

MH Telecom, LLC:

Signature: _____

Date: _____

Name: _____

Title: _____

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS ~~(AGENT OF BUYER)~~

2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 The Buyer, _____,

4 offers to purchase the Property known as _____

5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-

7 650, or attach as an addendum per line 676] in the _____ of _____, County

8 of _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is _____

10 _____ Dollars (\$ _____).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____

13 _____

14 _____

15 _____

16 All personal property included in purchase price will be transferred by bill of sale or _____

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: _____

21 _____

22 _____

23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before _____. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on _____

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
56 or personally delivered within _____ days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 _____) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: _____

88 _____. If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

~~91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has~~
~~92 **no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in**~~
~~93 **Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated**~~
~~94 **_____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this**~~
~~95 **offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____**~~
~~96 _____~~
~~97 _____~~

~~98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**~~

~~99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**~~
~~100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**~~
~~101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court appointed**~~
~~102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**~~
~~103 **rescission rights per Wis. Stat. § 709.05.**~~

~~104 **"Conditions Affecting the Property or Transaction" are defined to include:**~~

~~105 a. **Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and**~~
~~106 **bulges), basement or other walls.**~~

~~107 b. **Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,**~~
~~108 **fire safety, security or lighting.**~~

~~109 c. **Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving**~~
~~110 **the Property or any Defect related to a joint well serving the Property.**~~

~~111 d. **Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.**~~

~~112 e. **Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service**~~
~~113 **septic system serving the Property not closed or abandoned according to applicable regulations.**~~

~~114 f. **Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or**~~
~~115 **combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously**~~
~~116 **on the Property; LP tanks on the Property or any defects in such LP tanks.**~~

~~117 g. **Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,**~~

- ~~110 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially~~
~~111 hazardous or toxic substances on the Property.~~
- ~~120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.~~
- ~~121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had~~
~~122 not been obtained, nonconforming structures or uses, conservation easements.~~
- ~~120 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority~~
~~121 to impose assessments against the real property located within the district.~~
- ~~125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or~~
~~126 otherwise materially affect the Property or the present use of the Property.~~
- ~~127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to~~
~~128 correct building code violations.~~
- ~~129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.~~
- ~~130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.~~
- ~~131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating~~
~~132 from neighboring property.~~
- ~~133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or~~
~~134 insect infestations.~~
- ~~135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal~~
~~136 regulations.~~
- ~~137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources~~
~~138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain~~
~~139 measures related to shoreland conditions and which is enforceable by the county.~~
- ~~140 s. Nonowners having rights to use part of the Property, other than public rights of way, including, but not limited to, private~~
~~141 rights of way and private easements, other than recorded utility easements; lack of legal access or access restrictions;~~
~~142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or~~
~~143 leased parking.~~
- ~~144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.~~
- ~~145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the~~
~~146 Property.~~
- ~~147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or~~
~~148 burial sites or archeological artifacts on the Property.~~
- ~~149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use value conversion~~
~~150 charge or the payment of a use value conversion charge has been deferred.~~
- ~~151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a~~
~~152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §~~
~~153 710.12), Conservation Reserve or a comparable program.~~
- ~~154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement~~
~~155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric~~
~~156 operator.~~
- ~~157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will~~
~~158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or~~
~~159 similar group of which the Property owner is a member.~~
- ~~160 aa. Government investigation or private assessment/audit of environmental matters conducted.~~
- ~~161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous~~
~~162 or toxic substances on neighboring properties.~~
- ~~163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a~~
~~164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special~~
~~165 assessments.~~
- ~~166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from~~
~~167 an electric cooperative.~~
- ~~168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or~~
~~169 additions to the Property that were made during the owner's period of ownership without the required permits.~~
- ~~170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.~~
- ~~171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).~~
- ~~172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems, or excessive~~
~~173 sliding, settling, earth movement or upheavals.~~

~~174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or~~
~~175 documentation required by any optional provisions checked on lines 185-187 below. The optional provisions checked on~~
~~176 lines 185-187 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)~~
~~177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence~~
~~178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,~~
~~179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions~~
~~180 checked at lines 185-187.~~

~~181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____~~

~~182 _____~~
~~183 _____~~
~~184 **[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 2 second floor dwelling units].**~~

~~185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines~~
~~186 181-183.~~

~~187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions~~
~~188 affecting the Property and a written determination by a qualified independent third party that none of those prohibit or~~
~~189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.~~

~~190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or~~
~~191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for~~
~~192 the following items related to Buyer's proposed use: _____~~

~~193 _____ or delivering written notice~~
~~194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the~~
~~195 cost of Buyer's proposed use described at lines 181-183.~~

~~196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public~~
~~197 roads.~~

~~198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither~~
~~199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit;~~
~~200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.~~

~~201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of~~
~~202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.~~

~~203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller~~
~~204 providing" if neither is stricken) a _____ survey~~
~~205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and~~
~~206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)~~
~~207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,~~
~~208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible~~
~~209 encroachments upon the Property, the location of improvements, if any, and: _____~~

~~210 _____~~
~~211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:~~
~~212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square~~
~~213 footage; utility installations; easements or rights of way. Such survey shall be in satisfactory form and accompanied by any~~
~~214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title~~
~~215 policy.~~

~~216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**~~
~~217 **to obtain the map when setting the deadline.**~~

~~218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers~~
~~219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially~~
~~220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence~~
~~221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of~~
~~222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to~~
~~223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written~~
~~224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.~~

~~225 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to~~
~~226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**~~

~~227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.~~

~~228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which~~
~~229 is consistent with representations made prior to and in this Offer.~~

~~230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property~~
~~231 to be free and clear of all liens, other than liens to be released prior to or at closing.~~

~~232 ☐ Rent roll.~~

~~233 ☐ Other _____~~

~~234 _____~~

~~Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.~~

~~All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.~~

~~**■ CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.~~

~~**■ ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-201), at (Buyer's) (Seller's) expense **[STRIKE ONE]** ("Buyer's" if neither is stricken), which discloses no Defects.~~

~~**NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.**~~

~~For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.~~

~~**■ CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).~~

~~**CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**~~

~~**■ RIGHT TO CURE:** Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have a right to cure the Defects.~~

~~If Seller has the right to cure, Seller may satisfy this contingency by:~~

~~(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;~~

~~(2) curing the Defects in a good and workmanlike manner; and~~

~~(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.~~

~~This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and:~~

~~(1) Seller does not have a right to cure; or~~

~~(2) Seller has a right to cure but:~~

~~(a) Seller delivers written notice that Seller will not cure; or~~

~~(b) Seller does not timely deliver the written notice of election to cure.~~

~~**■ ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.~~

~~**CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an addendum per line 676.**~~

~~**[INSPECTIONS AND TESTING]** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or~~

~~building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice if necessary, to satisfy the contingencies in this Offer. Buyer or licensee or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.~~

~~**NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.**~~

~~Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.~~

~~☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 202-206).~~

~~(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.~~

~~(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____~~

~~(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.~~

~~(3) Buyer may have follow up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.~~

~~Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).~~

~~**CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow up inspection(s).**~~

~~This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).~~

~~**CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**~~

~~For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.~~

~~**NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.**~~

~~**RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.~~

~~If Seller has the right to cure, Seller may satisfy this contingency by:~~

~~(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;~~

~~(2) curing the Defects in a good and workmanlike manner; and~~

~~(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.~~

~~This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:~~

~~(1) Seller does not have a right to cure; or~~

~~(2) Seller has a right to cure but:~~

~~(a) Seller delivers written notice that Seller will not cure; or~~

~~(b) Seller does not timely deliver the written notice of election to cure.~~

~~**IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 302-403 APPLY.**~~

~~☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described~~

~~below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial~~

~~monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.~~

~~**LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.~~

~~357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.~~~~358 ☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed _____%.~~~~359 ☐ ADJUSTABLE RATE FINANCING: The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.~~~~360 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.~~~~361 NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.~~~~362 ☐ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.~~~~363 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:~~~~364 (1) signed by Buyer; or~~~~365 (2) accompanied by Buyer's written direction for delivery.~~~~366 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.~~~~367 CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.~~~~368 ☐ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 344, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.~~~~369 ☐ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of unavailability.~~~~370 ☐ SELLER FINANCING: Seller shall have 10 days after the earlier of:~~~~371 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or~~~~372 (2) the Deadline for delivery of the loan commitment set on line 344.~~~~373 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.~~~~374 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorize Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~~~375 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~~~376 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or~~~~377 (2) _____ [Specify documentation Buyer agrees to deliver to Seller].~~~~378 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.~~~~379 ☐ APPRAISAL CONTINGENCY: This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.~~~~380 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.~~~~381 ☐ RIGHT TO CURE: Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.~~~~382 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.~~

~~416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written~~
~~417 appraisal report and:~~
~~418 (1) Seller does not have the right to cure; or~~
~~419 (2) Seller has the right to cure but:~~
~~420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or~~
~~421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal~~
~~422 report.~~

~~423 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon~~
~~424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer~~
~~425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other~~
~~426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to~~
~~427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"~~
~~428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this~~
~~429 Offer becomes primary.~~

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and _____

433 _____
434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**
437 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.
440 ☐ Current assessment times current mill rate (current means as of the date of closing).
441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
443 ☐ _____

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

460 _____
461 _____
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

~~472 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~
~~473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded~~
~~474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance~~
~~475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or~~

~~476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).~~

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

~~500 **LEASED PROPERTY:** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~
~~501 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~~~
~~502 ~~(written) (oral) STRIKE ONE lease(s), if any, are~~~~

~~503 _____~~
~~504 _____, Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.~~

~~505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel~~
~~506 ~~letters dated within _____ days ("15" if left blank) before closing, from each non residential tenant, confirming the lease term,~~~~
~~507 ~~rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease~~~~
~~508 ~~or tenancy.~~~~

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

DISTRIBUTION OF INFORMATION

Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE

~~Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.~~

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING

~~If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.~~

BUYER'S PRE CLOSING WALK THROUGH

~~Within three days prior to closing, at a reasonable time pre approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.~~

OCCUPANCY

Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. ~~At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.~~

DEFAULT

Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT

This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY

You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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622 _____

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650 _____

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

662 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

663 Seller: (_____) Buyer: (_____) _____

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
666 address at line 669 or 670.

667 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: _____

670 Address for Buyer: _____

671 ☐ (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: _____

673 Email Address for Buyer: _____

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] _____

678 Buyer Entity Name (if any): _____

679 (x) _____

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

681 (x) _____

682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

683

684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): _____

689 (x) _____

690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x) _____

692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] _____

694 _____ on _____ at _____ a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____

696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A
DEVELOPER'S AGREEMENT

This agreement entered into by and between the City of Mineral Point, a Wisconsin Municipal Corporation, hereinafter referred to as "City" and HMG RENOVATION, LLC, hereinafter referred to as "Buyer";

WHEREAS, the City is the owner a property at 112/114 Fountain Street in the City of Mineral Point, Iowa County, Wisconsin, 53565 consisting of a vacant structure (the "Structure") and lot, previously used for a variety of purposes, including a City garage (hereinafter referred to collectively as the "Project Site") and located in the City of Mineral Point, Iowa County, Wisconsin, more particularly described as follows:

Tax Parcel IDs: 251- 0029 and 251- 0030.

All of Lots Twenty-seven (27) and Twenty-eight (28) of Vliet's Survey of the City of Mineral Point, Iowa County, Wisconsin; EXCEPTING and reserving therefrom all that part of said Lot 28 deeded to Isaac Skidmore, which part so deeded to Skidmore is described as follows: Beginning at a point on the East line of said Lot 28 and 52 feet South of the Northeast corner of said Lot 28; thence West 24 feet; thence South parallel to the East line of said Lot 28 a distance of approximately 72 feet to the South line of Lot 28; thence East along the South line of said Lot 28, which line is also the North line of Virgin Alley, a distance of 24 feet to the East line of said Lot 28; thence North along the East line of Lot 28 to the point of beginning;

ALSO, the East 40 feet of Lot Twenty-six (26) of Vliet's Survey of the City of Mineral Point, Iowa County, Wisconsin.

A part of Lot Twenty-eight (28) of Vliet's Survey of the Village, now City of Mineral Point, Iowa County, Wisconsin, described as follows: Beginning at a point on the East line of Lot 28 and 52 feet South of the Northeast corner of said Lot 28; thence West 24 feet; thence South parallel to the East line of said Lot 28 a distance of approximately 72 feet to the South line of said Lot 28; thence East along the North line of Virgin Alley, a distance of 24 feet to the East line of said Lot 28; thence North along the East line of Lot 28 to the point of beginning. The West 26 feet of Lot Twenty-six (26) and all of Lot Twenty-five (25), EXCEPT the West 5 feet of said Lot 25. All in Vliet's Survey of the Village, now City, of Mineral Point, Iowa County;

WHEREAS, Buyer wishes to purchase said Project Site for the development of one (1) Commercial establishment;

WHEREAS the Project Site is a significant downtown property that occupies a strategic location in the City's Business District and could contribute significantly to the City's Fountain Street revitalization effort; and,

WHEREAS, Buyer is committed to continuing this revitalization effort; and,

WHEREAS, the revitalization of the Project Site is anticipated to exceed Six Hundred Thousand Dollars (\$600,000); and,

WHEREAS, the City has an interest in the prompt development of the Project Site upon the sale of such property, and the prompt development of such property is an integral condition of the sale of such property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The City shall sell the Project Site to Buyer for \$1 under the terms and conditions of the Offer to Purchase executed by the parties on or before October 30, 2025, and this Agreement.
2. Buyer agrees to the following:
 - A. Buyer shall accept the building and project site as-is, unless otherwise covered in this agreement.
 - B. Buyer shall not demolish, deconstruct, raze, or otherwise remove the existing structure for a period of eight (8) years from date of purchase, unless approved by City Council.
 - C. Buyer shall be responsible for the costs of renovating the Structure as described in the proposal provided to the City on August 21, 2025, a copy of which is attached hereto as Exhibit 1 (the "Renovations"). All Renovations shall be made in accordance with all applicable building codes and land use approvals required by law, regulation, or ordinance, including, but not limited to, the City's Zoning Code, the City's Historic Preservation Ordinance, and the Wisconsin Uniform Commercial Building Code.
 - D. Buyer's renovations shall establish an assessed value of the Project Site (Structure and vacant lots) of no less than \$450,000 by December 31, 2026.
 - E. Buyer shall begin the Renovations without delay and substantially complete the Renovations by December 31, 2026. If circumstances determine that substantial completion by December 31, 2026 is not possible, the Buyer and the city shall meet prior to December 31, 2026 and determine through negotiations a revised completion date.
 - F. For eight (8) years following Buyer's purchase of the Project Site (the "Taxable Period"), the Buyer shall not convey or lease all or any part of the Project Site to any organization or entity exempt from real property taxes under Wis. Stat. § 70.11 or for any use that would qualify for real property tax exemption.
3. The parties agree to preserve the taxable status of the Project Site as follows:

- A. The Project Site shall be subject to property taxation during the Taxable Period and shall not be exempt from property taxation, in full or in part, except as required by law. Buyer shall take all reasonable actions to assure that the Project Site shall not be exempt from property taxation, in full or in part, except as required by law. Buyer shall not submit any request or application for property tax exemption of the Project Site, in full or in part, challenge the status of the Project Site as fully subject to property taxation, or seek any ruling by a court or any statutory change that would entitle the Project Site to exemption, in full or in part.
- B. If in any year (a "Valuation Year") during the Taxable Period the Project Site is exempt from property taxation in full or in part, as a result of any act or omission by Buyer, the Buyer shall pay the City (each payment, a "Payment for Municipal Services"), the difference between (1) the amount of property taxes, if any, on the Project Site, actually received by the City for the Valuation year, and (2) the amount of property taxes on the Project Site that the City would have received for the Valuation year if the Project Site were fully subject to property taxation. The City shall send Buyer an invoice for any Payment for Municipal Services due hereunder. One-half of the Payment for Municipal Services shall be due on January 31 of the year after the Valuation Year. The balance of the Payment for Municipal Services shall be due on July 31 of the year after the Valuation Year. Each Payment for Municipal Services shall be deemed made when actually received by the City. Any amount due that is not paid on time shall bear interest in the same manner and at the same rates as provided by law for unpaid property taxes. The City and Buyer acknowledge and agree that any such Payment for Municipal Services constitutes a reasonable and appropriate means of carrying out the intent of the parties.
- C. During the Taxable Period, if it becomes necessary to calculate the amount of property taxes on the Project Site that the City would have received if the Project Site were fully subject to property taxation, this amount shall be calculated as follows:
- i. The fair market value of the Project Site as of January 1 of the Valuation Year shall be determined, in the same manner as provided by law for property that is fully taxable, by the City assessor or, if the City assessor is unable or unwilling to do so, by a competent and impartial appraiser selected by the City in its sole discretion.
 - ii. The fair market value, as so determined, shall be divided by the average assessment ratio for the year for property in the City, as determined by the Wisconsin Department of Revenue (for purposes of this Agreement the result shall be the "Equalized Assessed Value").
 - iii. The Equalized Assessed Value shall be multiplied by the mil rate at which taxable property in the City is taxed to levy taxes for all taxing jurisdictions to which the Project Site is subject for the Valuation Year. That amount shall be deemed the amount of property taxes on the Project Site that the City would have received if the Project Site were fully taxable.

- D. Any Payment for Municipal Services that is not made when due shall entitle the City to levy a special assessment against the Project Site for the amount due, plus interest. Buyer hereby consents to the levy of any such special assessment, and pursuant to Wis. Stat. § 66.0703(7)(b), waives any right to notice of or any hearing on any such special assessment.
 - E. During the Taxable Period, Buyer shall not submit any request, petition or application to reduce the assessed value of the Project Site below \$450,000 or seek any ruling by a court or any statutory change that would entitle the Project Site to a reduced assessed value below \$450,000. If in any Valuation Year the assessed value of the Project Site is reduced below \$450,000, as a result of an act of the Buyer, the Buyer shall pay the City a Payment for Municipal Services equal to the difference between (1) the amount of property taxes, if any, on the Project Site, actually received by the City for the Valuation Year, and (2) the amount of the property taxes on the Project Site that the City would have received for the Valuation Year for the Project Site but for the reduction in assessed value below \$450,000.
4. City agrees to the following:
- A. City shall waive or reimburse all zoning and historic preservation application fees required for the Renovation.
 - B. City agrees to pay for the cost of connecting the buyer's installed roof drain pipes (installed to the ground), to the existing stormwater system on the South Street Corridor, either with a third-party contractor or with force labor. City agrees to purchase and place gravel sufficient to provide 15' access from Vine St. to the building's lot line, within the South Street Corridor.
 - C. City shall assist Buyer with identifying and targeting a commercial tenant for the Project Site, but shall have no financial obligation to advertise or provide City incentives.
 - D. City shall assist Buyer or Buyer's tenant or purchaser in completing an application for a Community Development Investment Grant through the Wisconsin Economic Development Corporation (the "Grant"). The City shall act as the applicant on behalf of the Buyer or Buyer's tenant or purchaser and enter into a developer's agreement related to the terms of the Grant with the Buyer or Buyer's tenant or purchaser.
 - E. City shall allow Buyer to access to the Project Site, beginning on October 15, 2025. City agrees to allow Buyer to begin the Renovations, including but not limited to plumbing, electrical, roofing, and interior demolition. Buyer assumes all responsibility for completing the Renovation once started, regardless of whether Buyer ultimately purchases the Project Site.
5. Should Buyer fail to comply with any of the conditions outlined in Section 2 above, the purchase price for the Project Site shall increase to \$25,000. Should the purchase price increase to \$25,000 under the provisions of this section, the Buyer shall pay the

remainder of the \$25,000 purchase price within sixty (60) days of the City's written demand for payment or at the time of the sale of the Project Site to a third party, whichever occurs first.

6. This agreement shall be binding upon Buyer's heirs, successors, and assigns. Should Buyer wish to sell or assign Buyer's interest in the property to a third party, the third party may petition the City for relief from the terms and conditions of this agreement.
7. In any dispute involving monies owed by Buyer to City under this agreement, the City shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 5% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by the City.
8. Any notice required hereunder shall be given in writing, personally delivered, mailed by certified or registered mail, return receipt requested, or sent via email to the parties' respective addresses as follows:

To the City:

City Administrator
City of Mineral Point
137 High Street, Ste. 1
Mineral Point, WI 53565
administrator@cityofmineralpointwi.gov

To Buyer:

Ulrich Sielaff
HMG Renovation, LLC
[address]
[City, State ZIP]
ulrich.sielaff@gmail.com

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; (b) in the case of certified or registered mail, three (3) days from the date when deposited in the United States mail with sufficient postage to affect such delivery; or (c) in the case of email, on the date the email is sent.

9. In the event that one portion of this Agreement, or the application of this Agreement to any extent is deemed invalid or unenforceable by a court of competent jurisdiction, then (unless in the judgment of the party adversely effected thereby such provision was a material part of the consideration for their entering into the Agreement) the remainder of this Agreement or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.

[Signature pages to follow]

HMG RENOVATION, LLC:

ULRICH SIELAFF

DATE

JANET MILLER

DATE

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____ 2025, the above named Ulrich Sielaff and Janet Miller, to me known to be the persons who executed the foregoing Agreement and acknowledged the same.

Print or Type Name: _____
Notary Public, State of _____
My Commission: _____

CITY OF MINERAL POINT:

Danny Clark, Mayor

Date

Christy Skelding, City Clerk

Date

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____ 2025, the above named Danny Clark, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing Agreement and acknowledged the same.

Print or Type Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by:
Atty. Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809-0087

EXHIBIT 1 RENOVATIONS

1. Demo the interior as needed.
2. Expose and clean all glass block.
3. Install new windows and doors.
4. Reconstruct Roof.
5. Rebuild the east concrete berm wall.
6. Repair stairs from shop east door to basement level.
7. Repair salt damaged shop floor and basement ceiling.
8. Grade adjacent to west side of building to drain rainwater to old South Street.
9. Install 3-Phase power center in the shop.
10. Install 110-volt electric wall outlets.
11. Install overhead lighting throughout.
12. Install ADA rest rooms. One for guests and one for staff.
13. Insulate to meet heat loss codes.
14. Build interior stairs to the basement.
15. Install heating and AC for the shop and storefront.
16. Drywall the storefront.
17. Paint all walls and ceilings.
18. Install furnace and ventilation in basement.
19. Install window wells around south basement windows.
20. Make gravel walks and parking spots.
21. Grade and seed the lot.



10/13/2025

Mineral Point, Wisconsin

☐ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Finance Committee Meeting: City Council
Department Reporting: Administration	Submitted by: Matthew Honer
<u>ISSUE:</u> A final resolution declaring intent to exercise special assessment powers relative to the installation of curb and gutter, and sidewalk where it did not previously exist as part of a public works project on portions of Davis St., Washington St., and N. Wisconsin St.	
<u>BACKGROUND/ANALYSIS:</u> City Council took preliminary action in May to assess 50% of the cost of the installation of new curb and gutter, 50% of the cost of the installation of new sidewalk, and the full cost of the replacement of lead or galvanized water service lines. All lead and galvanized water service lines were replaced by the property owners, with the City having no costs for this work. The preliminary assessments for the costs of new concrete curb and gutter and new sidewalk were accurate. The City has collected payment in full from 4 property owners, partially from 1 property owner, and has not collected from 5 property owners the property owners share of curb and gutter. The outstanding assessments are as follows: 411 N. Wisconsin St.: \$1,072.50 231 Washington St.: \$400 (Partially Paid) 225 Washington St.: \$840 219 Washington St.: \$600 224 Davis St.: \$2,700.60 216 N. Chestnut St.: \$1,246.20 The City has not collected payment from the property that had new sidewalk installed: 224 Davis St.: \$3,325.00 The Draft resolution that is being presented and that was sent to property owners states the following payment schedule for the special assessment: <i>The assessment shall be paid to the City of Mineral Point in full by May 1, 2026. Any balance remaining after May 1, 2026, incurs an interest charge of 5%. Any balance (including interest charges) remaining after October 1, 2026, shall again incur a charge of 5%. Any balance remaining after November 13, 2026, shall be placed on the tax roll covering said property assessed and shall be collected in the same manner and procedure as the collection of delinquent real estate taxes on the tax bill.</i>	
<u>RECOMMENDATION:</u> Make changes to the repayment schedule or leave as presented and recommend council approval.	
<u>FISCAL IMPACT:</u> \$10,184.30 (Capital Improvements Fund)	
<u>ATTACHMENTS</u>	

RESOLUTION NO. 2025-18

A FINAL RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, FOR A SPECIAL ASSESSMENT RELATIVE TO THE INSTALLATION OF CURB AND GUTTER, AND SIDEWALKS, ALONG A PORTION OF N. WISCONSIN STREET, WASHINGTON STREET, AND DAVIS STREET IN THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN.

WHEREAS, the City Council hereby declares its intention to exercise its police power under Wis. Stat. sec. 66.0703 to levy special assessments upon properties adjacent to where the City has chosen to install new curb and gutter and new sidewalks, where they did not previously exist, as part of a public improvement project on portions of N. Wisconsin Street, Washington St., and Davis St.;

WHEREAS, the City provided advanced notice along with an estimate of cost to property owners before the beginning of the project;

WHEREAS, the project engineer has developed a final report of the project, including schedules of assessments to owners of property adjacent to N. Wisconsin St., Washington St., and Davis St.;

WHEREAS, notice of a public hearing was published as a Class 1 notice and a copy of the notice was mailed to the owner of the property impacted by the special assessment more than 10 days prior to the date of the public hearing. The notice included the times and locations that the final report could be inspected and the date, time, and location of the public hearing;

WHEREAS, the public hearing was held on October 14, 2025;

WHEREAS, the Finance Committee has reviewed the special assessments and made a recommendation to the Common Council regarding the interest rate and schedule for the assessments to be paid;

WHEREAS, this Council has considered the report, the Finance Committee's recommendation, and the proposed assessment contained therein, and has fully considered the value of the benefits accruing to the property described herein and has fully discussed all of said matters;

WHEREAS, this Council is fully advised in the premises and is now ready to make the final assessment for the special benefits conferred as hereinafter set forth;

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

1. The Common Council finds the final report filed with the City Clerk was completed in the manner prescribed by law in that it contains a statement of the final cost of the improvements, a schedule of the proposed assessments, the location of the properties impacted by the special assessment, the project plans, and a draft of the preliminary resolution.

2. The Council further finds that proper notice of the public hearing has been provided to the public and affected property owner.

3. That upon such findings and determinations, said Report, together with the schedule of proposed assessment be, and the same is hereby finally approved and said report is hereby adopted and the assessment to be levied as shown in said report is hereby assessed and levied against said property as

a special assessment for the special benefits conferred upon said property by the installation of curb and gutter and/or sidewalk where it did not previously exist.

4. The proceeds from the special assessment shall be used for paying 100% of the cost of the construction and installation new curb and gutter and new sidewalk.

5. The assessment shall be paid to the City of Mineral Point in full by May 1, 2026. Any balance remaining after May 1, 2026, incurs an interest charge of 5%. Any balance (including interest charges) remaining after October 1, 2026, shall again incur a charge of 5%. Any balance remaining after November 13, 2026, shall be placed on the tax roll covering said property assessed and shall be collected in the same manner and procedure as the collection of delinquent real estate taxes on the tax bill. *****

*****The above highlighted statement will be considered and may be changed by the City Council.

Adopted and approved this 14th day of October, 2025.

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.



10/13/2025

Mineral Point, Wisconsin

☐ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Finance Committee
Department Reporting: Choose a Department	Submitted by:
<u>ISSUE:</u> Consideration of Resolution 2025-19, A resolution declaring intent to reimburse water expenditures from proceeds of borrowing Consideration of Resolution 2025-20, A resolution declaring intent to reimburse sewer expenditures from proceeds of borrowing.	
<u>BACKGROUND/ANALYSIS:</u> The City is in the process of several large utility replacement and improvement projects and anticipates several more expensive projects in the water and sewer utilities. It is anticipated that the utilities will need to borrow for these costs, but at this time we are still gathering costs for the projects to determine the final borrowing amount. Some of these projects have already started and can be paid for by current cash balances but the utilities would like to reimburse their cash accounts if needed after the borrowing. The resolutions outline proposed utility projects for the next few years, estimated costs, and the City's intention to reimburse these expenses if parts of those expenses are paid for before borrowing is finalized. The resolutions do not require the City to borrow.	
<u>RECOMMENDATION:</u> Recommend City Council Approval.	
<u>FISCAL IMPACT:</u> Anticipation of future borrowing.	
<u>ATTACHMENTS:</u> Draft Resolutions 2025-19 and 2025-20.	

RESOLUTION NO. 2025-19

A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE WATER EXPENDITURES FROM PROCEEDS OF BORROWING

WHEREAS, the City of Mineral Point, Iowa County, Wisconsin (the “City”), is proposing to undertake infrastructure improvements to the City’s water system in 2025, 2026, and 2027 (the “Project”); and

WHEREAS, the improvements shall consist of the rehabilitation of Well #3 and Well #4; Water Tower inspection, cleaning, and valve installation; a WIDNR-mandated Corrosion Control Study; updating the Supervisory Control and Data Acquisition (SCADA) hardware and software; and replacing lead service lines; and

WHEREAS, the City anticipates the potential need to finance the improvements on a long-term basis by issuing bonds or promissory notes (the “Bonds”); and

WHEREAS, because the Bonds will not be issued prior to the start of the Project, the City must provide interim financing to cover costs of the Project incurred prior to the receipt of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mineral Point that:

1. Expenditure of Funds. The City shall make expenditures as needed from its funds on hand to pay the costs of the Project until proceeds of the Bond become available.
2. Declaration of Official Intent. The City hereby officially declares its intent under Treas. Regs. 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$450,000.00.
3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.
4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk’s office within thirty (30) days after its adoption in compliance with applicable state law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.
5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted this ____ day of _____, 2025.

THE CITY COUNCIL OF THE
CITY OF MINERAL POINT,
BY:

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk/Treasurer

RESOLUTION NO. 2025-20

A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE SEWER EXPENDITURES FROM PROCEEDS OF BORROWING

WHEREAS, the City of Mineral Point, Iowa County, Wisconsin (the “City”), is proposing to undertake infrastructure improvements to the City’s sewer system in 2025, 2026, and 2027 in the City; and

WHEREAS, the improvements shall consist of creating a facilities plan for the wastewater treatment facility, the rehabilitation and generator installation at the Fountain St. Lift Station, and the inspection and lining of sewer mains; and

WHEREAS, the City anticipates the potential need to finance the improvements on a long-term basis by issuing bonds or promissory notes (the “Bonds”); and

WHEREAS, because the Bonds will not be issued prior to the start of the Project, the City must provide interim financing to cover costs of the Project incurred prior to the receipt of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mineral Point that:

1. Expenditure of Funds. The City shall make expenditures as needed from its funds on hand to pay the costs of the Project until proceeds of the Bond become available.
2. Declaration of Official Intent. The City hereby officially declares its intent under Treas. Regs. 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$350,000.00.
3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.
4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk’s office within thirty (30) days after its adoption in compliance with applicable state law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.
5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted this ____ day of _____, 2025.

THE CITY COUNCIL OF THE
CITY OF MINERAL POINT,
BY:

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk/Treasurer



10/14/2025

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Administration	Submitted by: Matthew Honer
<u>ISSUE:</u> Ordinances to be considered by Council at the October 14, 2025 meeting	
<u>BACKGROUND/ANALYSIS:</u> 2025-07: Rezoning of the existing R-2 Lots to PUD. The PUD Development plan decreases the setback requirements. 2025-17: Rezoning of the former Ludden Lake Golf Course from A-1/R-1 to RB-1 to allow the return of a golf course. When the course was added to the City's Extraterritorial Zoning District, it was added under A-1, as an existing non-conforming use. Since the golf course ceased operations, the existing non-conforming use has ended, and the land needs to be rezoned to allow the operation of a commercial golf course. 2025-18: The intersections being added to the traffic code are currently uncontrolled. The proposed ordinance will create controls (Stop and Yields) at these intersections. 2025-19: The two stalls at Soldiers Memorial Park are currently signed but not in our ordinance. The stall on High Street would be new. 2025-20: Allows the Police Dept. to issue City tickets for Harassment, by reference to the State Statutes. 2025-21: Adding the Emergency Management Coordinator as an appointed position. 2025-22: Current City Ordinance does not allow the abatement of public nuisances that are not an immediate public safety concern, except for addressing tall grass, weeds, and trees. The amendment allows the City to do so by creating a process that provides for due process. Without this, the process would go to the court system. ' 2025-23: Removing the following language related to bicycle licensing from the ordinance. §72.015 LICENSE REQUIRED. (A) No bicycle shall be operated upon the public streets, highways, alleys or other public property in the city until it has been licensed. The fee for this license shall be \$1. The license shall be valid for 1 year and be issued by the Police Department. A license may be refused for a bicycle not equipped with a bell, horn or other warning device, and brakes in good operating condition. (B) Every licensee shall register his or her name, address, the name of the manufacturer of his or her bicycle, the number, style, and general description with the Chief of Police. The Chief of Police shall provide and keep at police headquarters a suitable record of registration under this section, and shall provide suitable metallic identification plates which the owner shall affix and keep affixed to his or her bicycle, and shall keep the plate clean and visible at all times. License plates shall not be transferred from one bicycle to another unless a license shall be obtained for the second bicycle, and the transfer is authorized. (1989 Code, § 7.05(1)) Penalty, see § 72.999, and § 72.020 CANCELLATION OR SUSPENSION OF LICENSE.	

~~The license granted may be cancelled or suspended at any time for cause by the Police Department. Any bicycle, upon suspension of license, shall not thereafter be used on the public street until reregistration at the expiration of the last registration or upon the suspension being removed by the Police Department. Appeal from any suspension hereunder may be taken to the Common Council. (1989 Code, § 7.05(6))~~

RECOMMENDATION: Plan Commission recommends 2025-07, ETZ Plan Commission Recommends 2025-17, Ordinance and Claims Committee recommends 2025-18 through 2025-23.

FISCAL IMPACT: Zoning changes will impact tax revenue. Intersection control will require new signage. Emergency Manager is budgeted for.

ATTACHMENTS: Ordinances

ORDINANCE NO. 2025-07

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

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

WHEREAS, the Plan Commission of the City of Mineral Point did, on July 3, 2025, meet to hold a public hearing and make a recommendation to the Common Council relating to said proposed amendment and has recommended to the Council that such amendment be adopted; and

WHEREAS, a notice of the public hearing on said proposed amendment was published in the Mineral Point Democrat Tribune on September 18 and September 25, 2025.

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

Section 1. The Zoning Code and map of the City of Mineral Point are hereby amended to reclassify for zoning purposes land at the following described location from R-2 Two-Family Residential District to PUD – Planned Unit Development District:

being Lots 8, 9, 10, 11, 12, 13, and 14 of Block 2 of Brewery Creek Subdivision, and further identified by tax parcel numbers 251-1042.208, 251-1042.209, 251-1042.210, 251-1042.211, 251-1042.212, 251-1042.213, and 251-1042.214. Further identified with Attachment A.

Section 2. The zoning requirements of the proposed Planned Unit Development District shall follow all of the requirements of the zoning code and specifically the R-2 Two-Family Residential District requirements, with the exception of the side yard setbacks being 10' rather than 12' and the rear yard setbacks being 18' rather than 30'.

Section 3. This ordinance shall take effect upon its passage and publication as required by law.

Adopted and approved this 14 day of October 2025.

Dan Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

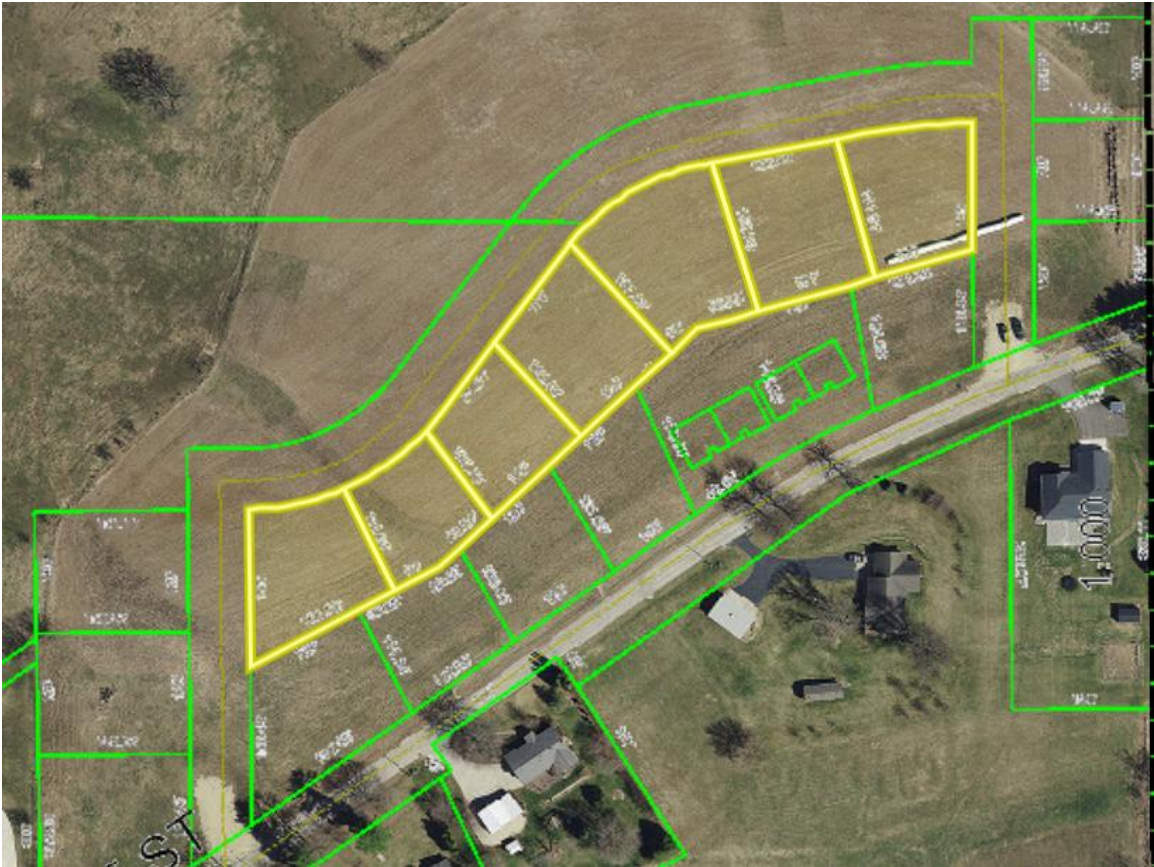
Date Adopted: _____

Date Recorded: _____

Date Published: _____

Effective Date: _____

An aerial photograph of a residential subdivision. The lots are outlined in yellow and green. A scale bar in the bottom right corner indicates a distance of 1,000 feet. The map shows a winding road through the center of the subdivision, with several houses and trees visible. The lots are numbered, and the boundaries are clearly marked. The overall layout is a typical suburban development with a mix of lot sizes and shapes.



ORDINANCE NO. 2025-17

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

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

WHEREAS, the Extraterritorial Plan Commission of the City of Mineral Point did, on October 7, 2025, meet for the purpose of holding a public hearing and making a recommendation to the Common Council relating to said proposed amendment and has recommended to the Council that such amendment be adopted; and

WHEREAS, a notice of the public hearing on said proposed amendment was published in the Mineral Point Democrat Tribune on September 18 and September 25, 2024, and sent to the Town Clerk of the Town of Mineral Point at least 10 days before said public hearing.

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

Section 1. The Extraterritorial Zoning Code and map of the City of Mineral Point are hereby amended to reclassify for zoning purposes the following described parcels of land from A-1 Exclusive Agriculture Use District to RB-1 Recreation Business District.

See Attachment A. Tax Parcel ID Nos. 018-0979, 018-0981, 018-0976.03, 018-0978.02, and 018-0988.A.

Section 2. The Extraterritorial Zoning Code and map of the City of Mineral Point are hereby amended to reclassify for zoning purposes the following described parcels of land from R-1 Single Family Residential District to RB-1 Recreation Business District.

See Attachment B. Tax Parcel ID No. 018-0986.09

Section 3. This ordinance shall take effect upon its passage and publication as required by law.

Adopted and approved this 14th day of October, 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

Date Adopted: _____
Date Recorded: _____
Date Published: _____
Effective Date: _____

Attachment A:



Attachment B:



ORDINANCE NO. 2025 - 18

AN ORDINANCE TO AMEND CHAPTER 73: TRAFFIC SCHEDULES OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, RELATED TO THE ADDITION OF STOP AND YIELD SIGNS AT UNCONTROLLED INTERSECTIONS ON OAK STREET, 7TH STREET, AND BROAD STREET.

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 to include the following:

SCHEDULE II. STOP SIGNS

Street/Intersection	Direction	Ord. No.	Date Passed
Silver Street and 7 th Street	Facing Silver Street in a northbound and southbound direction.	2025 - 18	10-14-2025
Green Street and 7 th Street	Facing Green Street in a northbound and southbound direction.	2025 - 18	10-14-2025
Broad Street and Center Street	Facing Broad Street in an eastbound direction.	2025 - 18	10-14-2025

Section II: Chapter 73 of the Municipal Code of the City of Mineral Point is hereby amended to include Schedule III. YIELD SIGNS and will include the following:

SCHEDULE III. YIELD SIGNS

Street/Intersection	Direction	Ord. No.	Date Passed
Silver Street and Oak Street	Facing Silver Street in a northbound and southbound direction.	2025 - 18	10-14-2025
Silver Street and Broad Street	Facing Silver Street in a northbound and southbound direction.	2025 - 18	10-14-2025
Green Street and Oak Street	Facing Green Street in a southbound direction.	2025 - 18	10-14-2025
Green Street and Broad Street	Facing Green Street in a northbound direction.	2025 - 18	10-14-2025

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

Adopted and approved this 14th day of October 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

Date adopted:

Date recorded:

Date published:

Effective date:

ORDINANCE NO. 2025 - 19

AN ORDINANCE TO AMEND SCHEDULE IV IN 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 IV of Chapter 74 of the Municipal Code of the City of Mineral Point is hereby amended to include the following:

SCHEDULE IV. PARKING FOR PERSONS WITH DISABILITIES

<i>Street</i>	<i>Location</i>	<i>Restriction</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Soldiers Memorial Park	(3) The stall in front of Shelter 4. Located nearest the entrance to the Swimming Pool Parking Lot, near the intersection of Copper St. and Merry Christmas Lane. (4) Adjacent to Copper St., between the pool and the pump house. At the same grade as the primary pool deck.	Handicapped parking only Stall is reserved for Handicapped parking only during hours the pool is open to the public.	2025 - 19	10-14-2025
High Street, south side.	The first parking stall east of the intersection of High Street and Vine Street.	Handicapped parking only	2025 - 19	10-14-2025

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

Adopted and approved this 14th day of October 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

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

ORDINANCE NO. 2025 - 20

AN ORDINANCE TO AMEND SECTION 130.001 OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN TO INCLUDE HARRASSMENT ADOPTED BY REFERENCE TO STATE STATUTES.

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

Section I: Section 130.001 of the Municipal Code of the City of Mineral Point is hereby amended to include the following:

<i>Wis. Stats. §</i>	<i>Subject</i>
947.013	Harassment

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

Adopted and approved this XXth day of 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

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

ORDINANCE NO. 2025 - 21

AN ORDINANCE TO AMEND SECTION 31.02 OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, RELATED TO THE ADDITION OF EMERGENCY MANAGEMENT COORDINATOR AS AN APPOINTED OFFICIAL.

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 to include the following appointed official.

§ 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>
Emergency Management Coordinator	Mayor, subj. to approval by Council	2 year

(1989 Code, § 1.04) (Am. Ord. 434, passed - -) (Am. Ord. 2025-08, passed 03-22-2025) (Am. Ord. 2025-21, passed 10-14-2025)

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

Adopted and approved this 14th day of October 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

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

ORDINANCE NO. 2025 - 22

AN ORDINANCE TO AMEND SECTION 92.15(B), (C), AND (E) AND TO CREATE SECTION 92.15(F) OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, RELATED TO THE ABATEMENT OF PUBLIC NUISANCES

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

Section I: Section 92.15(B) of the Municipal Code of the City of Mineral Point is amended to read as follows:

(B) Summary Abatement. If the inspecting officer shall determine that a public nuisance exists within the City and that there is great and immediate danger to the public health, safety, peace, morals or decency, the Mayor may direct the proper officer to proceed under this Section 92.15(B).

- (1) Notice to Owner The proper officer or their designee may serve notice on the person causing, permitting, or maintaining such nuisance or upon the owner or occupant of the premises where such nuisance is caused, permitted, or maintained, and to post a copy of said notice on the premises. Such notice shall direct the person causing, permitting, or maintaining such nuisance or the owner or occupant of the premises to abate or remove such nuisance within twenty-four hours and shall state that unless such nuisance is so abated, the City will cause the same to be abated and will charge the cost there to the owner, occupant, or person causing, permitting, or maintaining the nuisance, as the case may be.
- (2) Abatement by City If the nuisance is not abated within the time provided or if the owner, occupant, or person causing the nuisance cannot be found, the proper officer or their designee shall cause the abatement or removal of such public nuisance.

Section II: Section 92.15(C) the Municipal Code of the City of Mineral Point is amended to read as follows:

(C) Non-Summary Abatement. If the inspecting officer determines that a public nuisance was created or is being maintained and there is not a great and immediate danger to the public health, safety, peace, morals, or decency, the Mayor may direct the Police Chief to proceed under this Section 92.15 (C).

- (1) Issuing an Order. The Police Chief may serve an order to a person causing, permitting or maintaining such nuisance or upon the owner or occupant of the premises where such nuisance is caused, permitted or maintained and to post a copy of said order on the premises. Such order shall direct the person causing, permitting or maintaining such nuisance or the owner or occupant of the premises to abate or remove such nuisance within fifteen (15) days from its date of delivery and shall state that unless such nuisance is so abated, the City will cause the same to be abated and will charge the cost thereof to the owner, occupant, or person causing, permitting or maintaining the nuisance, as the case may be.
- (2) Private Abatement. The recipient of an order must abate the public nuisance referred in the order within fifteen (15) days from its date of delivery. If abating a public nuisance within that timeframe would present a particularized hardship on the recipient of the order, the recipient may submit a written statement to the Police Chief detailing the

hardship and requesting an extension. Such written statement must be received by the Police Chief prior to the expiration of the time for the recipient to lawfully abate the public nuisance. For clarity, recipients requesting an extension have no right to receive an extension. The Police Chief, or their designee, has discretion to grant or deny any extension for any lawful reason. If a written response to a request for an extension is not sent within three (3) days following its receipt by the Police Chief, or their designee, the request is deemed denied. If the Police Chief, or their designee, grants an extension, the applicable time to file an action contesting the notice pursuant to Section 92.15 (C)(3) is extended to the same date the extension is granted through. If the specific public nuisance to be abated is that of Section 92.05(H) (all buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human use), the fifteen (15) day time period to abate the public nuisance is increased to at least thirty (30) days.

- (3) Pre-Abatement Contest. Each recipient of a notice served pursuant to this Section 92.15(C) must commence an action pursuant to this Section 92.15 (C)(3) in the Iowa County Circuit Court to prohibit the Police Chief from abating the public nuisance, and must commence such action within fifteen (15) days from the date of delivery of the order, or any such claim will forever be barred. If contested, the City will bear the burden of proof on the question of whether the recipient caused, permitted, or maintained a public nuisance. If such an action is timely commenced in the Iowa County Circuit Court, the City must not abate the public nuisance during its pendency, including any applicable time for an appeal, unless authorized by a court or the recipient to abate the public nuisance. If the recipient prevails in the action, the court may order that the Police Chief must not abate the particular public nuisance pursuant to the particular order contested, but the court must not order any compensatory or punitive damages or other equitable relief. The City of Mineral Point elects not to be governed by Wis. Stats. Ch. 68, instead, this contest procedure must be employed as the exclusive remedy for an addressee of an order given pursuant to this Section 92.15 (C). For clarity, the regular rules of civil procedure applicable to civil actions will apply to actions under this Section 92.15 (C)(3).
- (4) Public Abatement. Upon the expiration of the time to commence an action in the Iowa County Circuit Court pursuant to Section 92.15 (C)(3), and if the public nuisance described in the order is not already abated, the Police Chief, or their designee, may abate the public nuisance referred to in the order. For clarity, the Police Chief, or their designee, may abate a public nuisance either themselves or through any other available governmental entity, or by contract or other arrangement with a private person or entity. Also, for clarity, the Police Chief, or their designee, is authorized to enter the premises containing the public nuisance for the purpose of abating the public nuisance, and such authority includes the ability to authorize other persons to do the same.
- (5) Finality. If an action is not commenced in the Iowa County Circuit Court pursuant to Section 92.15 (C)(3), then the order is deemed to be lawful.
- (6) Additional Contest Rights. The Police Chief may permit additional persons than the recipient of an order served pursuant to Section 92.15 (C) to employ the contest procedures of Section 92.15 (C)(3) by so indicating in an order. Such additional persons will have the same contest rights and obligations as a recipient of an order.

- (7) Public Abatement Limitation Period. The Police Chief, or their designee, shall not abate any public nuisance under the authority of a given order unless it abates the public nuisance within six (6) months following the date by which a contest must be commenced under Section 92.15 (C)(3). The six (6) month period will be extended for the duration of any legal proceeding challenging the order, including the applicable time for an appeal.

Section III. Section 92.15(E) the Municipal Code of the City of Mineral Point is amended to read as follows:

(E) Abatement by Court Action. If the inspecting officer shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten great and immediate danger to the health, safety, peace, morals or decency, he or she may file a report of his or her findings with the Mayor who may cause an action to abate such nuisance to be commenced in the name of the City in the Iowa County Circuit Court.

Section IV. Section 92.15(F) the Municipal Code of the City of Mineral Point is created to read as follows:

(F) Severability. Any part of this Section 92.15 is severable. If any provision, section, clause, phrase, or portion thereof is held invalid, any other provision, section, sentence, clause, phrase, or portion will not be affected thereby. If the application of any provision, section, sentence, clause, phrase, or portion to any person or circumstance is held invalid, the application of other provisions, sections, sentences, clauses, or provisions of such ordinance to other persons or circumstances will not be affected thereby. It is declared the intent of this Section 92.15, that the same would have been adopted had such invalid parts, in any, not been included herein.

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

Adopted and approved this 14th day of October, 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

Date adopted: _____

Date recorded: _____

Date published: _____

Effective date: _____

ORDINANCE NO. 2025 - 23

AN ORDINANCE TO REPEAL AND RESERVE SECTIONS 72.015 AND 72.020 OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, RELATED TO THE LICENSING OF BICYCLES

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

Section I: Section 72.015 of the Municipal Code of the City of Mineral Point is hereby repealed and reserved as follows:

§72.015 RESERVED.

Section II: Section 72.020 of the Municipal Code of the City of Mineral Point is hereby repealed and reserved as follows:

§ 72.020 RESERVED.

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

Adopted and approved this 14th day of October, 2025.

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

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