



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, April 14, 2026, 6:00 PM

City Hall Community Room/Virtually

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

- 1. Call to Order. Roll Call. Confirmation of Compliance with the Open Meetings Law.**
- 2. Pledge of Allegiance.**
- 3. Persons Desiring to be Heard** – Five-minute limit except by consent of Council; no action will be taken on any item that is not specifically listed on the agenda.
- 4. Mayor's Correspondence.**
 - a. Proclamation: Arbor Day, April 24, 2026
 - b. Proclamation: Child Abuse Prevention Day, April 25, 2026.
 - c. Proclamation: National Library Week, April 19-25, 2026.
- 5. Administrator's Report.**
- 6. Clerk-Treasurer's Correspondence.**
- 7. Consent Agenda.**
 - a. Approval of Minutes and Proceedings from the March 10, 2026, meeting.
 - b. Approval of monthly bills. *Finance Committee recommendation to be reported at Council meeting.*
- 8. New Business.**
 - a. Consideration of the Offer to Purchase for the sale of tax parcel 251-0871.A on Commerce Street to Ron and Donna Hughes. *Public Health and Property Committee Recommends Approval. Finance Committee recommendation to be reported at Council meeting.*
 - b. Consideration of First Amendment to Lease Agreement with the Pecatonica Rail Transit Commission for the lease of the Commerce Street Parking Lot.
 - c. Consideration of Public Infrastructure Easements related to the South and Commerce Streets Reconstruction Project. *Public Health and Property Committee Recommends Approval.*
 - d. Consideration of revised employment offer for Chad Whitford, Streets Foreman. *Personnel Committee Recommends Approval.*
 - e. Consideration of Upland Hills Occupational Health Agreement.
 - f. Consideration of proposed target staffing for seasonal park employees. *Personnel Committee Recommends Approval*
 - g. Resolution 2026 - 02, Resolution Amending the Employee Policies and Procedures. *Personnel Committee recommends approval.*
 - h. Resolution 2026 - 03, Resolution designating the City Administrator as the Authorized Representative for the Wisconsin Department of Natural Resources Outdoor Recreation Grant Application.
 - i. Introduction of a resolution to vacate portions of Jones Street, Detroit Street, Silver Street, and Bay Street.
- 9. Adjourn.**

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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Join: <https://teams.microsoft.com/meet/216852399480457?p=uv8Xbntrlh1UUphQDZ>

Meeting ID: 216 852 399 480 457, Passcode: PK7FC7D5

Dial in by phone [+1 872-256-4172](tel:+18722564172), [116028856#](tel:+18722564172)

Agenda Posted and Distributed: Friday, April 10, 2026.

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

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

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Arbor Day 2026 Proclamation

WHEREAS, trees are an essential resource in Mineral Point and the world; and

WHEREAS, trees help to conserve energy, provide wildlife habitat, and make our homes and community more livable and beautiful; and

WHEREAS, human activities, along with acts of nature, threaten our trees, creating the need for action to ensure the future of our urban forests; and

WHEREAS, each year people across the country celebrate Arbor Day and pay special attention to the treasure our trees represent.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Danny Clark do hereby proclaim April 24, 2026 to be Arbor Day in the City of Mineral Point, Wisconsin.

BE IT FURTHER RESOLVED that I urge all citizens to become more aware of the importance of trees to their well-being, and to participate in tree-planting programs that will ensure a healthy and green City and an inheritance for future generations in Mineral Point.

Danny Clark, Mayor

Date

Attest: _____
Christy Skelding, Clerk-Treasurer

OFFICE OF THE MAYOR

Mayor – Danny Clark

Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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



Mineral Point, Wisconsin

CITY OF MINERAL POINT

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Child Abuse Prevention Proclamation

WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

WHEREAS, all children deserve to have safe, stable, nurturing homes, and communities they need to foster healthy growth and development;

WHEREAS, child abuse and neglect are a community responsibility affecting both the current and future quality of life of a community;

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

THEREFORE, I Mayor Danny Clark do hereby proclaim April 25th, 2026 as Child Abuse Prevention Day in the City of Mineral Point and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Danny Clark, Mayor

Date

Attest: _____
Christy Skelding, Clerk-Treasurer

OFFICE OF THE MAYOR

Mayor – Danny Clark

Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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



CITY OF MINERAL POINT

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National Library Week 2026

Proclamation

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery;

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment;

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

WHEREAS, libraries partner with schools, businesses, and organizations to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community;

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;

WHEREAS, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;

WHEREAS, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression;

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “Find Your Joy”;

NOW, THEREFORE, be it resolved that I, Danny Clark, proclaim April 19–25, 2026, as National Library Week. During this week, I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library helps our community find joy.

Danny Clark, Mayor

Date

Attest:_____
Christy Skelding, Clerk-Treasurer

OFFICE OF THE MAYOR

Mayor – Danny Clark

Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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

MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, March 10, 2026 – 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	Excused
Ramshur	Present		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Mary Glindinning, Street Foreman Chad Whitford, Water/Sewer Superintendent Nate Fosbinder, Evan Chambers, Ben Heideman, Ryan Fox, Police Chief Bob Weier, Alex Carey, Kelly Blotz, Library Director Diane Palzkill, Bart Nies, Matthew Payne, Sean Henninger				

PERSONS DESIRING TO BE HEARD – Kelly Blotz – Cow Tippers Pub & Eatery – Asked about information on finding rules on food trucks in Mineral Point. Currently, the City isn't working on any rules for food trucks. If a food truck wants to park in a public parking lot, they would need to apply for a special event permit. He asked if there was a reason that there is no guidance regarding food trucks sitting on private property. He believes there should be a permitting process within the city that has something to do with private property. He is asking for some consideration for private property owners who have to pay fees.

MAYOR'S CORRESPONDENCE – Acknowledged all of the successful sports seasons for the Mineral Point School District.

ADMINISTRATOR'S REPORT – None.

CLERK-TREASURER'S CORRESPONDENCE – Election is on April 7th. City staff mailed out the first batch of absentee ballots that were on file and will continue to send ballots out as requested.

CONSENT AGENDA

- Approval of February 10, 2026 Minutes and Proceedings.
- Approval of monthly bills.

The Finance Committee recommends approval of the monthly bills.

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

NEW BUSINESS

CONSIDERATION OF AN AWARD OF CONSTRUCTION BID FOR SOUTH AND COMMERCE STREET RECONSTRUCTION.

Bart Nies, Delta 3 Engineering, presented that two bids were submitted for this project. One bid was from Rule Construction, and the other from Parisi Construction. Honer recommends going with the alternate bid, and the low bid, which was Rule Construction. The bids were approximately \$100,000 apart.

Delta 3 Engineering and the Finance Committee recommend awarding the bid, including the alternate, to Rule Construction.

The City previously requested a public information meeting regarding this project. Honer will connect with business owners to see what works for them and get something scheduled.

Motion (Ramshur/Christensen) to approve awarding the Construction Bid for South and Commerce Street Reconstruction to Rule Construction, with the alternate. Motion carried by roll call, all voting aye (7-0).

CONSIDERATION OF A GRANT ADMINISTRATION CONTRACT WITH DELTA 3 FOR WIDNR CLEAN DRINKING WATER AND CLEAN WATER PROGRAM.

Grant Administration is \$30,000, which will be covered entirely by the Clean Water Fund and the Safe Drinking Water Loan. The current interest rate on these loans is 2.5%.

The DNR funding will be substantially more than what is listed in the Bond Counsel.

The Finance Committee recommends approval.

Motion (Ramshur/Burrows) to approve of a Grant Administration Contract with Delta 3 for WIDNR Clean Drinking Water and Clean Water Program. Motion carried, all voting aye (7-0).

CONSIDERATION OF BOND COUNSEL AGREEMENTS FOR WIDNR CLEAN DRINKING WATER LOAN AND CLEAN WATER PROGRAM.

The Bond Counsel is approximately \$25,000, which will be covered entirely by the Clean Water Fund and the Safe Drinking Water Loan.

The Finance Committee recommends approval.

Motion (Burrows/McKeon) to approve Bond Counsel Agreements for WIDNR Clean Drinking Water Loan and Clean Water Program. Motion carried, all voting aye (7-0).

CONSIDERATION OF THE SALE OF THE STREETS DEPT. PICK-UP AND PURCHASE OF A BUCKET TRUCK.

Streets Foreman Whitford would like to sell the recently purchased Ford F-250 pick-up truck and purchase a used bucket truck. The Streets Committee was in general agreement with the plan as presented by the Streets Foreman at the January Streets Committee meeting.

The pick-up truck has approximately 5,000 miles on it and if approved, the city would send it to public auction and put a reserve on it of approximately \$39,000. If the truck were to be sold, a bucket truck would be purchased for less than the sale amount.

The Property Committee reviewed this at the March 5th meeting and requested more information. They've received more information and are now in agreement with the plan. The Finance Committee also recommends approval.

Motion (Ramshur/McKeon) to approve of selling the Streets Department Ford F-250 pick-up truck and purchasing a used bucket truck. Motion carried by roll call, all voting aye (7-0).

CONSIDERATION OF UTILITIES AND PARK'S DEPT. VEHICLE TRADE AND UTILITIES PURCHASE OF SERVICE BODY.

The Parks Department is in need of another vehicle to meet their needs when they have seasonal help. The Water/Sewer Department is seeking two work vehicles. The proposal is for the Utilities to trade the 2021 F-150 and the 2009 F-250 to the Parks Department for the 2021 F-250 the Parks Department currently has. This would allow the Parks Department to still have a newer truck and a second truck. The Water/Sewer Department would have a vehicle that better meets the needs of the department, but will need to update the truck with a service body from Grant County Truck Bodies.

The Water and Sewer and Finance Committees recommend approval.

Motion (Christensen/Goodney) to approve the Utilities and Parks Department vehicle trade and the Utilities purchase of a service body. Motion carried, all voting aye (7-0).

CONSIDERATION OF AWARDING WASTEWATER TREATMENT FACILITIES PLAN.

A new facility plan is required by the Wisconsin DNR for the Wastewater Treatment Facility. The Water/Sewer Superintendent received initial proposals from three qualified and reputable engineering firms that are experienced with the requirements of the plan.

The Water and Sewer committee held formal presentations from each engineering firm to allow them to present their proposal to the committee and for the committee to have the opportunity to ask questions. Following the presentation, the Committee made their recommendation to go with Town and Country Engineering at a proposed price of \$35,000.

The Water and Sewer and Finance Committees recommend approval.

Motion (McKeon/Ramshur) to approve awarding the Wastewater Treatment Facilities plan to Town and Country Engineering. Motion carried, all voting aye (7-0).

CONSIDERATION OF SOLDIERS MEMORIAL PARK PARKING LOT AND TENNIS COURT RECONSTRUCTION GRANT APPLICATION.

An application for a WIDNR matching grant was submitted April 29, 2025. The City learned in September 2025 that the grant was not awarded to the City. Following the notice from WIDNR, conversations were had between the Tennis Association, the City Administrator, and WIDNR regarding potential changes to the grant for a re-application in 2026.

Last year, the grant application was submitted with a total cost of \$714,000. This year, working through the project with the Tennis Committee and Delta 3, the project was rescoped to have one tennis court, two pickleball courts, and to mill and overlay the parking lot, with an estimated project cost of \$690,500.

Administrator Honer believes the grant will be more challenging to secure this year. The city won't know until late fall 2026 if the grant will be awarded, and if it is awarded to the City, the City likely would not get the funds until Spring of 2027.

Honer does not advise authorization of him submitting this grant unless the Council is committed to funding this project if the grant is awarded. The City contribution is estimated at \$250,000 at this time.

Motion (Christensen/Ramshur) approve authorizing the City Administrator submitting a grant application to WIDNR for the Soldiers Memorial Park Parking Lot and Tennis Court Reconstruction project, and committing to the total project cost of \$714,000, contingent on the City being awarded the full amount of the WIDNR matching grant. Motion carried, all voting aye, with Alder McKeon voting no (6-1).

RESOLUTION 2026-01, AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$2,260,000 GENERAL OBLIGATION PROMISSORY NOTES.

The purpose of this borrowing is to cover \$335,000 in water projects, \$340,000 in sewer projects, and \$1,585,000 in the Brewery Creek Subdivision.

BAIRD estimates the interest rate on the borrowing to be 4.25% with a term ending in 2043.

The Finance Committee recommends approval.

Motion (Burrows/Goodney) to approve Resolution 2026-01, authorizing the issuance and establishing parameters for the sale of not to exceed \$2,260,000 General Obligation Promissory Notes. Motion carried by roll call, all voting aye (7-0).

RESOLUTION 2026-02, AMENDING THE EMPLOYEE POLICIES AND PROCEDURES.

The Personnel Committee reviewed the draft Personnel Policy after employee comments were provided. The Committee recommended making amendments to the policy that were discussed at the Personnel meeting on March 5, 2026, prior to taking any action on the policy. The committee will meet again to discuss.

Motion (Weier/McKeon) to table Resolution 2026-02, amending the employee policies and procedures, until the next meeting. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (Graber/McKeon) to adjourn at 6:37 p.m. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator

Approved:

DRAFT

PROCEEDINGS

CITY OF MINERAL POINT COMMON COUNCIL MEETING

**Tuesday, March 10, 2026 – 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	Excused
Ramshur	Present		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Mary Glindinning, Street Foreman Chad Whitford, Water/Sewer Superintendent Nate Fosbinder, Evan Chambers, Ben Heideman, Ryan Fox, Police Chief Bob Weier, Alex Carey, Kelly Blotz, Library Director Diane Palzkill, Bart Nies, Matthew Payne, Sean Henninger				

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MAYOR'S CORRESPONDENCE – Acknowledged all of the successful sports seasons for the Mineral Point School District.

ADMINISTRATOR'S REPORT – None.

CLERK-TREASURER'S CORRESPONDENCE – Election is on April 7th. City staff mailed out the first batch of absentee ballots that were on file and will continue to send ballots out as requested.

CONSENT AGENDA

- Approval of February 10, 2026 Minutes and Proceedings.
- Approval of monthly bills.

The Finance Committee recommends approval of the monthly bills.

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

NEW BUSINESS

CONSIDERATION OF AN AWARD OF CONSTRUCTION BID FOR SOUTH AND COMMERCE STREET RECONSTRUCTION.

Motion (Ramshur/Christensen) to approve awarding the Construction Bid for South and Commerce Street Reconstruction to Rule Construction, with the alternate. Motion carried by roll call, all voting aye (7-0).

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RESOLUTION 2026-01, AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$2,260,000 GENERAL OBLIGATION PROMISSORY NOTES.

Motion (Burrows/Goodney) to approve Resolution 2026-01, authorizing the issuance and establishing parameters for the sale of not to exceed \$2,260,000 General Obligation Promissory Notes. Motion carried by roll call, all voting aye (7-0).

RESOLUTION 2026-02, AMENDING THE EMPLOYEE POLICIES AND PROCEDURES.

Motion (Weier/McKeon) to table Resolution 2026-02, amending the employee policies and procedures, until the next meeting. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (Graber/McKeon) to adjourn at 6:37 p.m. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator

Approved:



4/14/2026

Mineral Point, Wisconsin

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

Meeting: City Council

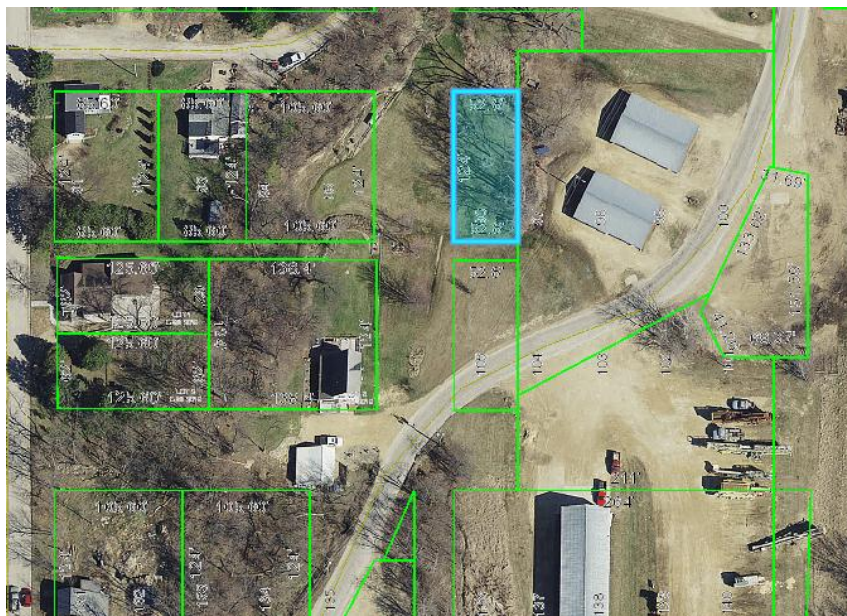
Department Reporting: Administration

Submitted by: **Matt Honer**

ISSUE: Consideration of the Offer to Purchase for the sale of tax parcel 251-0871.A on Commerce Street to Ron and Donna Hughes

BACKGROUND/ANALYSIS:

The adjacent property owners, Ron and Donna Hughes have offered to purchase tax parcel 251-0871.A , also known as Lot 96 of Irwin's addition. Shown in blue on the map below.



The property committee reviewed the matter on two occasions and is ok with selling the property. Selling the property places the land back on the tax roll and aids in the process of resolving property issues in this area. The Property Committee and the Hughes' have come to an agreement of \$7,000 for the parcel. Following the sale of the Parcel, the City would be able to vacate the unopened right of way adjacent to the parcels.

RECOMMENDATION: Public health and Property Committee recommend approval of the Offer to Purchase agreement with Ron and Donna Hughes and the transfer of ownership to Ron and Donna Hughes.

FISCAL IMPACT: \$7,000 Revenue

ATTACHMENTS: Draft Offer to Purchase Agreement

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 1, 2026 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 The Buyer, Ronald L. and Donna M. Hughes

4 offers to purchase the Property known as Lot 96 of Irwin's Addition

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach
7 as an addendum per line 680] in the City of Mineral Point, County
8 of Iowa Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is seven thousand and 00/100

10 Dollars (\$ 7,000).

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 17-18), and the following additional items: n/a

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: n/a

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-658 or in**
27 **an addendum per line 680.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before June 1, 2026

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

36 **CLOSING** This transaction is to be closed on on or before September 1, 2026

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ 0 accompanies this Offer.

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

47 ■ EARNEST MONEY of \$ 0 will be mailed, or commercially, electronically
48 or personally delivered within days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

50) STRIKE THOSE NOT APPLICABLE

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

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

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

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

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

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

80 _____ If "Time is of the Essence" applies to a date or Deadline,
81 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
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure. The owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale, to
88 the prospective buyer of the property a completed copy of the report. A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION:** If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such
192 programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program
193 such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not
194 continued after sale. The Parties agree this provision survives closing.

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
232 occupied for farming or grazing purposes.

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

303 provide the map and failed to timely deliver the map to Buyer. Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

320 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

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

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

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

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

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

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

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

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

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

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

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

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

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

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

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written

356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

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

252 _____
253 _____ [Insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____

268 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;

278 ☐ water _____; ☐ telephone _____; ☐ cable _____;

279 ☐ other: _____

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

282 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

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

287 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an addendum attached
364 per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

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

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ~~■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer~~
378 ~~or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.~~
379 ~~This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment~~
380 ~~(even if subject to conditions) that is:~~

381 ~~(1) signed by Buyer; or,~~

382 ~~(2) accompanied by Buyer's written direction for delivery.~~

383 ~~Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy~~
384 ~~this contingency.~~

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ~~■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 357,~~
389 ~~Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of~~
390 ~~written loan commitment from Buyer.~~

391 ~~■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this~~
392 ~~Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall~~
393 ~~promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of~~
394 ~~unavailability.~~

395 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or

407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

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

423 ~~If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase~~
424 ~~price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal~~

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 ☐ Proof of bridge loan financing.

450 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

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

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and no further prorations _____.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

476 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

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

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 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.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.

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

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 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
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 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
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 650-658 or in an addendum attached per line 680, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

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

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

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

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516
511-523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

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

537 _____
538 _____ Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

539 **DEFINITIONS**

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

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

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

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

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

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

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

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

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

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

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 _____

652 _____

653 Buyer, at Buyer's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer
654 Fee.

655 _____

656 Buyer shall pay all costs of providing title evidence.

657 _____

658 The Property is legally described as Lot 96 of Irwin's Addition, City of Mineral Point, Iowa County, Wisconsin.

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
661 662-677.

662 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
663 line 664 or 665.

664 Name of Seller's recipient for delivery, if any: Matthew Honer, City Administrator665 Name of Buyer's recipient for delivery, if any: Ronald and Donna Hughes666 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

667 Seller: () Buyer: ()

668 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
669 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
670 line 673 or 674.671 ☒ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
672 Party, or to the Party's recipient for delivery, for delivery to the Party's address.673 Address for Seller: 137 High St. STE 1., Mineral Point, WI 53565674 Address for Buyer: 15 Commerce St. Mineral Point, WI 53565675 ☒ (5) Email: electronically transmitting the document or written notice to the email address.676 Email Address for Seller: administrator@cityofmineralpointwi.gov

677 Email Address for Buyer: _____

678 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
679 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.680 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.681 This Offer was drafted by [Licensee and Firm] Matthew Honer, City of Mineral Point and Attorney Eric Hagen, Boardman & Clark LLP

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

694 (x) Ronald L. Hughes 4-5-2026
695 Buyer's Signature ▲ Print Name Here ▶ Ronald L. Hughes Date ▲696 (x) Donna M. Hughes 4-5-2026
697 Buyer's Signature ▲ Print Name Here ▶ Donna M. Hughes Date ▲

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

702 (x) _____
703 Seller's Signature ▲ Print Name Here ▶ Danny Clark, Mayor Date ▲704 (x) _____
705 Seller's Signature ▲ Print Name Here ▶ Christy Skelding, Clerk/Treasurer Date ▲706 This Offer was presented to Seller by [Licensee and Firm] _____
707 _____ on _____ at _____ a.m./p.m.708 This Offer is rejected _____ This Offer is countered [See attached counter] _____
709 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



4/14/2026

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> Consideration of First Amendment to Lease Agreement with the Pecatonica Rail Transit Commission for the lease of the Commerce Street Parking Lot.	
<u>BACKGROUND/ANALYSIS:</u> The Commerce Street Parking Lot is owned by the Pecatonica Rail Transit Commission. The initial term of the lease expired on March 1, 2025. The negotiated terms of the lease amendment are: - a one-time payment of \$525 from the City of Mineral Point to the PRTC, to cover legal expenses, - The increase from a 20-year term to a 40-year term, - And improved legal descriptions for both the parking lot and the “snow melt” lot.	
<u>RECOMMENDATION:</u> Approve the lease agreement as presented.	
<u>FISCAL IMPACT:</u> \$525	
<u>ATTACHMENTS:</u> Amendment with Exhibit Attachments.	

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is entered into as of this _____ day of _____, 2026, by and between the Pecatonica Rail Transit Commission ("Lessor" or "Commission") and the City of Mineral Point ("Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of rail corridor property which is being held under the Federal Rails-to-Trails Program for future rail use and is currently used for a recreation trail under an agreement with the Tri-County Trail Commission; and

WHEREAS, Lessee is a governmental entity and desires to use a portion of the Commission's property for parking purposes;

WHEREAS, in March of 2005, Lessor and Lessee entered into that certain Lease Agreement attached hereto as Exhibit A ("Lease");

WHEREAS, the initial term of the Lease ran from March 1, 2005 through March 1, 2025 and, pursuant to Section 1.4 of the Lease, the Lease automatically renewed for a period of one year and is now set to expire on April 31, 2026;

WHEREAS, Lessor and Lessee desire to enter into this First Amendment to extend the term of the Lease and modify it as set forth below.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, LESSOR AND LESSEE DO COVENANT AND AGREE AS FOLLOWS:

1. The term of the Lease under Section 1.3 is hereby extended through April 31, 2065.
2. Lessee shall make a one-time payment of Five Hundred Twenty-Five Dollars (\$525.00) within 60 days of execution of this First Amendment, as and for rent for the period commencing on March 1, 2025 and ending on April 31, 2065.
3. The attachment to the lease containing the legal description of the Demised Premises is hereby stricken and replaced with the attached Exhibit B.
4. The attachment to the lease containing the legal description of the Snow Melt Lot is hereby stricken and replaced with the attached Exhibit C.
5. Section 9.1(a) of the Lease is hereby stricken and replaced with the following:
 - (a) If to Lessor, to:
Pecatonica Rail Transit Commission
20 S. Court Street

PO Box 262
Platteville, WI 53818

6. Section 9.1(b) of the Lease is hereby completed with the following:

(b) If to Lessor, to:
City of Mineral Point
Attn: City Administrator
137 High Street, Suite 1
Mineral Point, WI 53565

7. Except as amended by this First Amendment, the Lease is ratified and remains in full force and effect.

CITY OF MINERAL POINT, LESSEE

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

Date of City authorization: _____

TRI-COUNTY TRAIL COMMISSION

By execution of this statement, I hereby verify that the Tri-County Trail Commission has reviewed and concurs with this First Amendment to Lease Agreement between the Pecatonica Rail Transit Commission and the City of Mineral Point.

By: _____

Witness: _____

Date: _____

PECATONICA RAIL TRANSIT COMMISSION, LESSOR

By:

Harvey Kubly, Chairman

Attest:

Charles Anderson, Secretary

Date of Commission authorization: July 25, 2025

Attachments:

- Exhibit A: Copy of Lease
- Exhibit B: Demised Premises
- Exhibit C: Snow Melt Lot

Exhibit A to First Amendment
Copy of Lease

LEASE AGREEMENT

THIS AGREEMENT is entered into as of this 1st day of March, 2005, by and between the Pecatonica Rail Transit Commission ("Lessor" or "Commission") and the City of Mineral Point ("Lessee" or "City"),

WITNESSETH:

WHEREAS, the lessor is the owner of rail corridor property which is being held under the Federal Rails to Trails Program for future rail use and is currently used for a recreation trail under an agreement with the Tri-County Trail Commission; and

WHEREAS, lessee is a governmental entity and desires to use a portion of the Commission's property for parking purposes; and

NOW, THEREFORE, THE LESSOR AND THE LESSEE DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. PREMISES AND TERM.

1.1 Demised Premises. Lessor leases to Lessee the following:

(INSERT LEGAL DESCRIPTION)

1.2 The Lessor does hereby lease to the said Lessee the above-named property for the following use only: The improvement, maintenance, and use of an existing public parking lot.

1.3 Term. This lease is for a term of twenty (20) years commencing on March 1, 2005, and ending March 1, 2025.

1.4 Successor Terms. After the initial term, this lease shall automatically renew for one (1) year terms, subject to the right of either party to terminate the lease with or without cause on six (6) month's written notice to the other party as provided herein.

1.5 Termination. The lease shall continue as provided in paragraphs 1.3 and 1.4 or until terminated in accordance with this paragraph or as a result of default as provided under section 10.

- a. This lease or any renewal thereof may be terminated by Lessor upon 60 day written notice to the Lessee in the event the property is required for rail use. Lessee is fully aware that the corridor is being held under the Federal Rails to Trails Program for future rail use. Lessee and Lessor agree that in the event of restoration of rail service this lease shall be terminated upon 60 days' notice, and the Lessee shall be responsible for

all costs associated with any corrective measures and modifications, related to Lessee's use, necessary to allow for the reinstallation of the railroad trackage and the reintroduction of rail service.

- b. The City currently permits ATV travel on certain streets within the City. In the event the City restricts or limits ATV travel to a greater degree than such travel is allowed on the date of the signing of this lease agreement, the Commission may terminate this lease upon sixty (60) days' notice to the City unless otherwise agreed in writing by the parties hereto.
- c. As of the effective date of the termination of this lease, howsoever such termination shall occur under the terms of this lease, Lessee shall vacate the above-described premises, surrender the leased property to Lessor and remove any and all improvements (except as provided under s. 4.2), personal property or equipment belonging to him or her from said premises. Lessee shall restore premises to substantially the same condition as existed at the time he took possession.

2. RENT AND OTHER CONSIDERATION.

2.1 Payments. Lessee shall make a one time payment of Twenty Dollars (\$20.00), in advance, as and for rent for the twenty (20) year term of the lease. If this lease is terminated by the Lessee prior to the end of the twenty (20) year term, no portion of the rent shall be refundable. If the lease is terminated by the Lessor prior to the end of the twenty (20) year term, a prorated portion of the rent shall be refunded.

2.2 Snow Melt and Additional Lot. As and for additional consideration, the City will provide use of its "snow melt lot" (with a description of its location) as overflow parking for vehicles hauling ATVs, and will provide improvements for loading and unloading ATVs. The City further agrees to also provide improvements for loading and unloading ATVs to a lot that the Commission may acquire for additional parking for vehicles hauling ATVs.

3. USE.

3.1 Use. Lessee shall use and occupy the demised premises solely for public parking purposes. Lessee shall not use the demised premises in any way which, in the judgment of the Lessor, poses a hazard to the Lessor, the premises, other Lessees, if any, or the property in part or in whole; nor shall Lessee use the demised premises so as to cause damage, annoyance, nuisance or inconvenience to the Lessor, trail users or others. It is expressly agreed that the Lessee shall not permit trailers on the property, nor shall the Lessee permit the loading or unloading of ATVs or other trail vehicles on the property.

3.2 Interference. Lessee agrees that its activities on the property shall in no way interfere with trail activities.

3.3 Prohibition against encumbering property. Lessee shall not encumber the demised premises without the written consent of the other party. Title to and ownership of the leased property, shall at all times remain with Lessor.

4. CARE AND REPAIR OF DEMISED PREMISES.

4.1 Maintenance. Lessee shall commit no waste and shall take good care of the demised premises. Lessee shall, at its own cost and expense, maintain the leased property in good condition and repair and shall not materially alter the leased property without Lessor's written consent. It is understood and agreed that the City plans to make improvements including blacktopping the parking lot. Upon the expiration or termination of this lease or any renewal thereof, Lessee shall vacate the demised premises, remove its property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear, and damage by fire, act of God, casualty or other cause not due to misuse and neglect by Lessee or Lessee's agents, servants, customers, visitors or permittees excepted.

4.2 Lessee property. All improvements made by Lessee to the demised premises which are or become so attached to the demised premises that they cannot be removed without material injury to the demised premises shall become the property of the Lessor in the event the property returns to the Lessor. Not later than the last day on which Lessee has the right to possession of the premises, Lessee may, nevertheless, remove all Lessee's personal property.

5. ALTERATIONS.

5.1 Lessee shall have the right, at Lessee's expense, from time to time, without Lessor's consent, to make nonstructural alterations, changes, installations, additions or improvements (collectively "changes") in, on, to or about such parts thereof as it shall deem expedient or necessary for its purpose. In blacktopping the parking lot, or performing any other related work, the City shall obtain all necessary state and local approvals prior to construction. Copies of such approvals shall be furnished to the Commission.

6. ASSIGNMENT AND SUBLETTING.

6.1 Lessee shall not sublease, assign, encumber or transfer any interest it may have arising out of this lease to any other person or entity without the written consent of Lessor.

7. TAXES AND ASSESSMENTS.

7.1 In the event real estate or personal property taxes are imposed during the term of this lease as a result of Lessee's use of the demised premises, Lessee shall timely pay the same. In the event any other charge, assessment or tax shall be imposed or levied against Lessor arising out of this agreement, Lessee shall pay the same.

8. INDEMNITY - LIABILITY INSURANCE

8.1 Indemnity. As of the date of commencement of this Lease, Lessee shall indemnify and hold harmless Lessor, its member counties, the Tri-County Trail Commission and their member counties against and from any all liabilities, fines, suits, demands, claims and actions and costs and reasonable expenses of any kind or nature by anyone whomsoever, due to or arising out of any damage, injury or death to person or damage or injury to property occasioned by Lessee's use and occupancy which Lessee may permit or suffer to be made of the demised premises.

8.2 Collateral source. Lessee's liability under paragraph 8.1 shall be reduced by the net proceeds actually collected on an insurance effected by Lessee on the risks in question in said paragraph.

8.3 Liability insurance. The Lessee must obtain, and maintain during the term of this lease, a public liability insurance policy naming the Lessor as an additional insured and providing limits of liability of \$500,000 aggregate. A certified true copy of the policy with endorsement, manually countersigned, must be furnished to the Lessor within 15 days from the date of execution of this Lease or the date of commencement of this Lease, whichever is earlier, and annually thereafter. The policy must include the following endorsement: "It is a condition of this policy that the insurance company must furnish written notice to the Pecatonica Rail Transit Commission thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."

9. NOTICES.

9.1 Any notice, demand, request or other communication hereunder given or made by either party to the other shall be in writing and shall be deemed to be duly given only if personally served on the other party or mailed by first class, postage prepaid regular mail addressed as follows:

(a) if to Lessor, to _____

(b) if to Lessee, to _____

or at such other addresses as Lessor or Lessee, respectively, may designate in writing by notice pursuant to this paragraph.

10. DEFAULT

10.1 Lessor shall have, in its sole discretion, the right to exercise one or more of the following options in the event Lessee fails to perform any term, covenant or condition of this lease:

- a. To take possession of the leased property, including the real estate on which said property is located, which possession shall not terminate Lessee's obligations under this lease.
- b. To all costs and expenses, including reasonable attorney's fees, Lessor may incur in enforcing any terms and conditions of this lease.
- c. Enforce any other remedy it may have at law or under any other document attached hereto.

11. COMPLETE AGREEMENT AND CONSTRUCTION FORM OF AGREEMENT.

11.1 Complete agreement. Both parties acknowledge that no representations, warranties, promises, covenants or undertakings of any kind have been made to either party as an inducement to enter into this lease agreement, other than those expressly set forth herein or in any attachment hereto. This lease is intended to be and is the complete agreement of the parties.

11.2 Paragraph headings. Paragraph headings are for convenience only. They are not part of this lease agreement of the parties and shall not be used in the construction or interpretation thereof.

11.3 Form of agreement. With respect to the form of the lease agreement, both parties assume joint responsibility for the form and composition of each paragraph, and they further agree that this lease agreement shall be interpreted as though each of the parties participated equally in the composition of each and every part thereof.

11.4 Construction. This lease agreement is not to be strictly construed for or against either of the parties. It shall be interpreted simply and fairly with regard to both parties.

11.5 Choice of law. The parties intend this lease agreement to be construed in accordance with the laws of the State of Wisconsin, irrespective of the residence of either party, or regardless of the forum where it may be construed later whether for enforcement, revision, modification or for any other purpose.

11.6 Severability. Both parties agree that in the event any court of competent jurisdiction at any time holds that a portion of this lease agreement is invalid, illegal, unenforceable, void or voidable, the remainder of the lease agreement, to the extent consistent with such holding, shall not be affected thereby and shall continue in full force and effect.

12. MISCELLANEOUS PROVISIONS.

12.1 Revision or modification. Any future revision, modification, amendment or waiver of any of the provisions of this lease agreement shall be effective only if made in writing, dated, signed and executed with the same formality as this lease agreement. Any such revision, modification or amendment shall specifically provide that it is intended to revise, modify, or amend this lease agreement. Failure of either party to insist upon strict performance any of the provisions of this lease agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

12.2 Access to premises. Lessor may enter the demised premises to make a formal inspection at any reasonable time on reasonable notice to Lessee.

12.3 Parking Ordinances. The City currently has in place parking enforcement ordinances applicable to the leased property. The City represents and agrees that such ordinances shall remain in full force and effect and shall be enforced during the term of this lease agreement unless otherwise agreed in writing by the parties hereto.

13. BINDING EFFECT.

13.1 Binding effect. The provisions of this lease agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, personal or legal representatives and assigns.

PECATONICA RAIL TRANSIT COMMISSION, LESSOR

By: Robert M. Hardy
Chairman

Attest: Thomas R. Linn
Secretary

CITY OF MINERAL POINT, LESSEE

By: Suzzy Bennett
Mayor

Attest: Betty Korne
City Clerk

TRI-COUNTY TRAIL COMMISSION

By execution of this statement I hereby verify that the Tri-County Trail Commission has reviewed and concurs with this Lease Agreement between the Pecatonica Rail Transit Commission and the City of Mineral Point.

By: Michael J. [Signature]
Witness: Wendy [Signature]

Date of Pecatonica Rail Transit Commission authorization: 1 March 2005

Date of City of Mineral Point Common Council authorization: 3-1-05

Attachments:

- Legal Description of the Demised Premises. (Section 1.1)
- Legal Description of the Snow Melt Lot. (Section 2.2)
- City of Mineral Point's Ordinance(s) related to ATV travel and in effect at the time that this Agreement was approved by the Pecatonica Rail Transit Commission (23 February 2005). (Section 1.5 b.)

ORDINANCE NUMBER 666

AN ORDINANCE AMENDING ORDINANCE NUMBER 578, REGARDING SNOWMOBILE, ALL-TERRAIN VEHICLE, MOTORCYCLE, AND NON-LICENSED MOTORIZED EQUIPMENT TRAIL REGULATIONS.

WHEREAS, the City of Mineral Point, Iowa County, Wisconsin, under Ordinance No. 578, established snowmobile, all-terrain vehicle, motorcycle and non-licensed motorized equipment trail regulations; and

WHEREAS, said Ordinance No. 578 codified said trail regulations as Chapter 32 of the Municipal Code of the City of Mineral Point; and

WHEREAS, the Ordinance and Claims Committee of the Common Council of the City of Mineral Point, at a meeting held on December 1, 2004, recommended that the above referenced Ordinance and Municipal Code chapter be amended with regard to closed seasons and closed hours for all-terrain vehicles, motorcycles and non-licensed motorized equipment in the City of Mineral Point; and

WHEREAS, it is determined to be in the best interests of the residents of the City of Mineral Point, and those persons operating all-terrain vehicles, motorcycles, and unlicensed motorized equipment within the City of Mineral Point, that Section 32.02, and Section 32.03(1) of chapter 32 of the Municipal Code be amended with regard to closed seasons and closed hours for all-terrain vehicles, motorcycles, and unlicensed motorized equipment in the City of Mineral Point;

NOW THEREFORE, the Common Council of the City of Mineral Point does ordain that Ordinance No. 578 and corresponding Sections 32.02 and 32.03(1), of Chapter 32 of the Municipal Code of the City of Mineral Point be amended to read as follows:

Section 32.02. Closed Seasons

No person shall operate an all-terrain vehicle, motorcycle or unlicensed motorized equipment on the trail during such time as the trail is snow covered, in whole or in part, or at such other times as designated or posted as a closed season by the Tri-County Trail Commission.

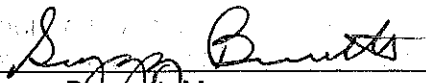
Section 32.03. Closed Hours

1. The trail shall be closed to all persons during the hours of 1:00 a.m. to 5:00 a.m.

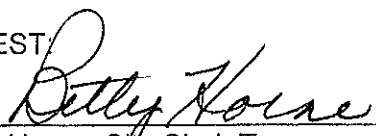
This Ordinance shall take effect after passage and publication thereof, as required by law.

Adopted and passed at the December meeting of the Common Council of the City of Mineral Point, held in the Council Chambers at the Mineral Point Senior Citizens Center, in the City of Mineral Point, Iowa County, Wisconsin, on December 7, 2004.

APPROVED:


Gregory Bennett, Mayor

ATTEST:


Betty Horne, City Clerk Treasurer

ORDINANCE NUMBER 667

AN ORDINANCE AMENDING ORDINANCE NUMBER 663, REGARDING AREAS AND TIMES OF OPERATION OF ALL TERRAIN VEHICLES IN THE CITY OF MINERAL POINT.

WHEREAS, the City of Mineral Point, Iowa County, Wisconsin, under Ordinance No. 663, established areas and times of operation of all-terrain vehicles in the City of Mineral Point; and

WHEREAS, The Ordinance and Claims Committee of the Common Council of the City of Mineral Point, at a meeting held on December 1, 2004, recommended that the above referenced Ordinance and the corresponding Section 7.06(A)(1) of the Traffic Code of the City of Mineral Point be amended with regard to areas and times of operation of all-terrain vehicles in the City of Mineral Point; and

WHEREAS, it is determined to be in the best interests of the residents of the City of Mineral Point and those persons operating all-terrain vehicles within the City of Mineral Point, that said Ordinance and Traffic Code Section be amended;

NOW THEREFORE, the Common Council of the City of Mineral Point does ordain that Ordinance No. 663 and the corresponding Section 7.06(A)(1) of the Traffic Code of the City of Mineral Point be amended to read as follows:

Traffic Code, Section 7.06(A)(1) All-Terrain Vehicle Operation Routes Within the City of Mineral Point:

(A) General.

It shall be unlawful to operate any all-terrain vehicle on public property or on any of the City streets, alleys, parks, parking lots or any other public lands or private lands or parking lots held open to the public, except for those areas designated as all-terrain vehicle routes;

(B) Exceptions

All-terrain vehicles may be operated on designated and marked all-terrain vehicle routes, those routes being as follows:

1. Water Street, from its intersection with the Tri-County Cheese Trail at Old Darlington Road to its intersection with Doty Street; Doty Street, from its intersection with Water Street to its intersection with High Street. The use of these routes is restricted to 1.) obtaining fuel; 2.) parking in designated all-terrain vehicle parking spaces located in either of the two municipal parking lots located between Jail Alley and Doty Street; or 3.) frequenting businesses along the above described routes.
2. Jackson Street from its intersection with Bollerud Street and to its intersection with Commerce Street, only.

(C) Speed.

All-terrain vehicles operated on the above designated routes within the City of Mineral Point are not to exceed a speed of ten miles per hour.

(D) Operational Time Restrictions.

No person shall operate an all-terrain vehicle anywhere within the City of Mineral Point between the hours of 9:00 p.m. and 8:00 a.m.

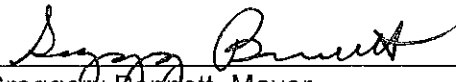
(E) Violation.

Penalty for violation of this Ordinance shall be a forfeiture of \$25 per violation.

This Ordinance shall take effect after passage and publication thereof, as required by law.

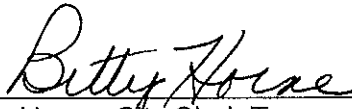
Adopted and passed at the December meeting of the Common Council of the City of Mineral Point, held in the Council Chambers at the Mineral Point Senior Citizens Center, in the City of Mineral Point, Iowa County, Wisconsin, on December 7, 2004.

APPROVED:



Gregory Bennett, Mayor

ATTEST:



Betty Horne, City Clerk Treasurer

MAR-16-2005 16:25 6034423446

EAER INSURANCE

PAGE 02

7633 Ganser Way, Suite 200
Madison, Wisconsin 53719

Policy Declarations

1 of 1

POLICY ENDORSEMENT

This Policy is Accessible

Agency Eaer Insurance Services
Agent Mike Zagrodnik
5851 McKee Road
Fitchburg WI 53719

(608) 442-3403 (608) 442-3400
mikez@eaerinsurance.com

Policy Number 25251

Term 12:01 a.m. 12/31/2004 to 12/31/2005

Endorsement Effective 3/2/2005

Declaration 2 in Term

Added an additional insured

Named City Of Mineral Point
Insured 137 High Street
Mineral Point WI 53656

Wisconsin Municipal Policy Form

WM

In return for the payment of premium and subject to all terms of this policy and any endorsements thereto we agree to provide insurance coverage as shown below. Payment of premium acknowledges the policyholder's acceptance of this policy

Form	Coverage	Deductible	Limit
LWMMI-001 10-03	Coverage A - Bodily Injury And Property Damage Liability	\$0	4,000,000
	Coverage B - Personal and Advertising Injury and Law Enforcement Liability	\$0	4,000,000
	Coverage C - Premises Medical Payments		10,000
	Coverage D - Public Officials Errors & Omissions	\$2,500	4,000,000
	Coverage E - Employee Benefits Liability	\$0	4,000,000
	Coverage F - Automobile Liability - Symbol 1 Any Auto	\$0	4,000,000
	Automobile Medical Payments Coverage - Owned Autos Only Symbol 2		10,000
	Damage to Premises Rented To You		250,000
LWMMI-APD 10 03	Coverage F - Auto Physical Damage Endorsement	\$500	554,037
LWMMI-002 04-04	Wisconsin Uninsured Motorists Coverage - Owned Autos Only Symbol 2 - Per Person		25,000
LWMMI-002 04-04	Wisconsin Uninsured Motorists Coverage - Owned Autos Only Symbol 2 - Per Occurrence		50,000
LWMMI-003 04-04	Wisconsin Underinsured Motorists Coverage - Owned Autos Only Symbol 2 - Per Person		25,000
LWMMI-003 04-04	Wisconsin Underinsured Motorists Coverage - Owned Autos Only Symbol 2 - Per Occurrence		50,000
LWMMI 004 10 02	Worker Compensation / Employers Liability Part B Increased Limits		2,000,000
LWMMI-005 10-03	Prior Acts Coverage (Employee Benefits Liability)		
LWMMI-006 10-03	Prior Errors & Omissions Coverage (Public Officials E&O)		
LWMMI-OP3 10-03	Additional Insured-Lessors of Premises - Peconico Rail Transit		
LWMMI-WIS 10-03	Notice to Policyholders - Wisconsin		

Total Annual Premium
Quarterly Installments

Endorsement-No Premium Change

Signed, Secretary: *Dan Thompson*

League Of Wisconsin Municipalities Mutual Insurance

Policy Number 25251
Term 12 01 a.m. 12/31/2004 to 12/31/2005

Endorsement Form

Named City Of Mineral Point
Insured 137 High Street
Mineral Point WI 53595

Agency Baer Insurance Services
Agent Mike Zagrodnik
6851 McKee Road
Fitchburg WI 53719

Additional Insured - Lessors Of Premises

This endorsement modifies insurance provided under the following:

SPECIAL COVERAGE FORM

Designated Premises, Parking Lot on Old Darlington Road

Name of Additional Insured Person or Organization: Pecatonica Rail Transit, 1 University Plaza, 719 Pioneer Tower, Platteville, WI 53818

Additional Premium: \$0

Limitation of Coverage:

Coverage afforded shall be no greater than the applicable limit of municipal liability provided for in Wisconsin Statutes §81.16, §345.05, §803.80 and §805.52 or any other applicable limits on municipal liability.

WHO IS AN INSURED (Section III is amended to include as an additional insured the person or organization shown above, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown designated above.

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule

Signed, Secretary *Dan Thompson*

CITY OF MINERAL POINT



OFFICE OF CITY CLERK-TREASURER
Mineral Point, WI 53565 • 608-987-2361

FAX# (608) 987-3885



BETTY HORNE
CLERK-TREASURER

FACSIMILE TRANSMISSION SHEET

MARY E. JAMES
DEPUTY CLERK-TREAS.

Date: 3-16-05

To: PRTC

Office City Clerk-Treasurer
137 High Street, P.O. Box 269
Mineral Point, WI 53565

SUBJECT: Evidence of Insurance
Pequot Trail Transit

Number of Pages (not including cover sheet): 2

(Call sender if pages are unclear or missing)

Additional Notes: _____

Exhibit B to First Amendment
Demised Premises

A parcel of land located in Lot 233 and the north part of Lot 234 of Harrison's Survey in Mineral Point also being in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 4 North, Range 3 East, City of Mineral Point, Iowa County, Wisconsin, more fully located as follows:

A parking lot located in that part of Lot 233 and Lot 234 located east of Commerce Street, north of Old Darlington Road, and west of the Unnamed Alley as shown on Harrison's Survey in Mineral Point and more fully described as follows:

Commencing at the northeast corner of Section 6, Town 4 North, Range 3 East;

Thence North $89^{\circ}41'35''$ West 1305.05 feet to the northwest corner of Lot 233 of Harrison's Survey;

Thence South $00^{\circ}25'42''$ East 202.00 feet to the northwest corner of a Plat of Survey by Bruce Bowden filed at Iowa County in O6SP, page 431, dated 02/19/1998;

Thence South $89^{\circ}39'13''$ East 42.67 feet to the northeast corner of said Plat of survey and the Point of Beginning;

Thence South $89^{\circ}39'13''$ East 68.74 feet;

Thence South $00^{\circ}19'22''$ East 74.20 feet;

Thence South $00^{\circ}38'03''$ East 177.24 feet;

Thence South $37^{\circ}18'31''$ West 31.22 feet;

Thence North $43^{\circ}20'34''$ West 73.56 feet to the East line of a Plat of Survey by Bruce Bowden filed at Iowa County in O6SP, page 431, dated 02/19/1998;

Thence North $00^{\circ}26'21''$ West 223.19 feet along said East line to the point of beginning.

The above described Parking Lot Description contains 0.40 acres, more or less, and is subject to any and all easements of record and/or usage.

Exhibit C to First Amendment
Snow Melt Lot

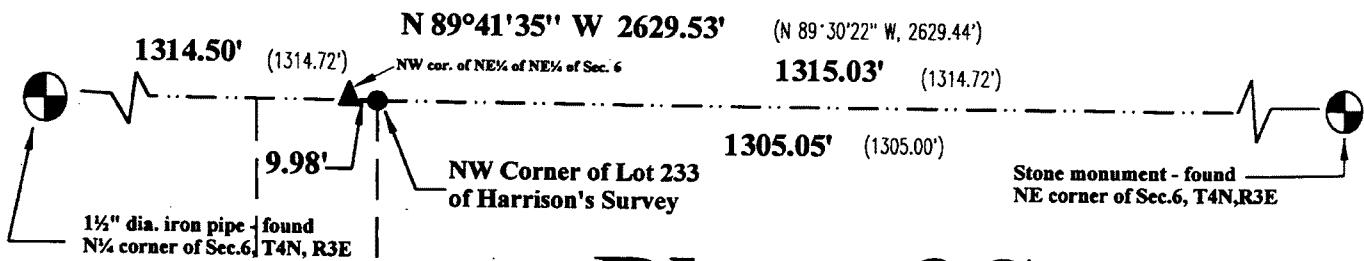
The snow melt lot is Parcel A as depicted on the attached Plat of Survey for Harvey Glanzer, sealed by Laurence E. Schmit, dated 11/21/1987 and recorded with the Iowa County Register of Deeds on January 8, 1988 in Vol. 3, Pages 377-378, and described as follows:

A parcel of land located in part of Lots 100, 101, 102, and part of an unnamed alley between said Lots, all according to Bracken, Irvine & Ansley's Addition to the City of Mineral Point and part of vacated Commerce Street located East of said Lots and alley, said parcel also being located in the North 1/2 of the Northeast 1/4 of Section 6, Town 4 North, Range 3 East, more particularly described as follows:

Beginning at a point located S88°45'27"E, 1314.46' and S0°49'25"W, 763.75' from the North 1/4 corner of said Section 6; thence S1°09'10"W, 151.59'; thence N88°13'06"W, 69.37'; thence N26°50'42"W, 41.26'; thence N26°42'33"E, 133.62'; thence S77°40'E, 31.69' to the point of beginning.

Parcel contains 10,032 square feet (0.2303 acres), more or less.

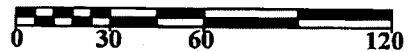
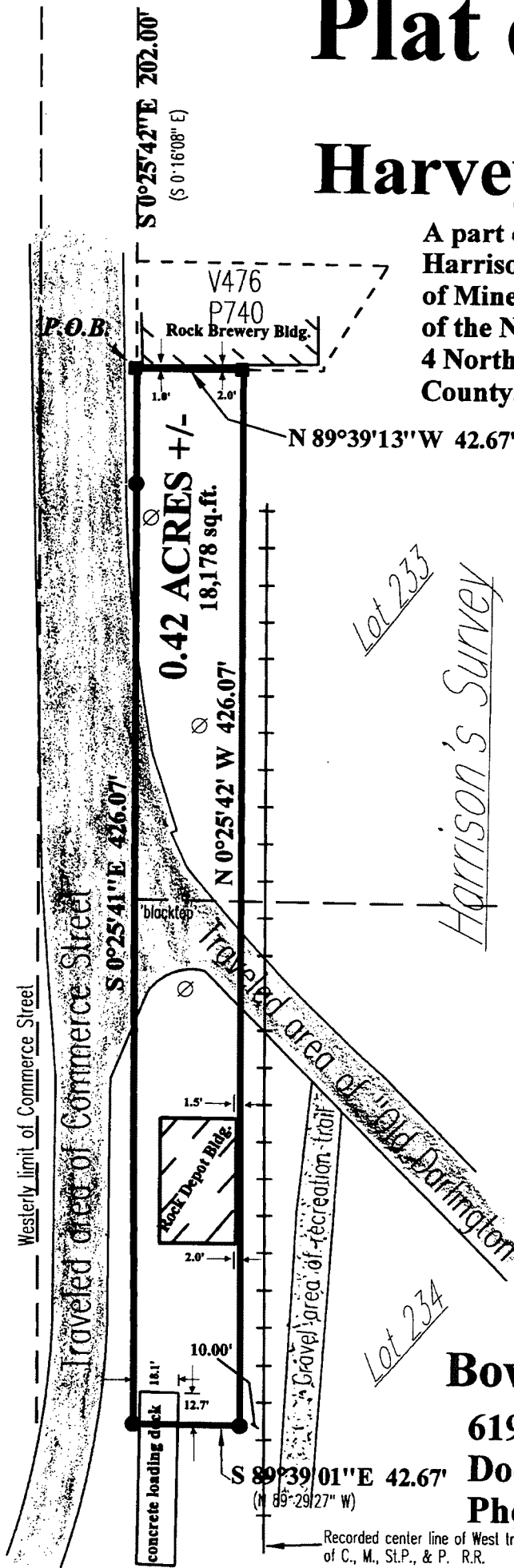
Tax Parcel No: 251-0848.B



Plat of Survey for Harvey W. Glanser

A part of Lots 233 and 234 of Harrison's Survey in the City of Mineral Point, in the NE¼ of the NE¼ of Section 6, Town 4 North, Range 3 East, Iowa County, Wisconsin.

Note: Bearings are referenced to the North line of the Northeast Quarter of Section 6, which is recorded as bearing S 89°41'35" E.

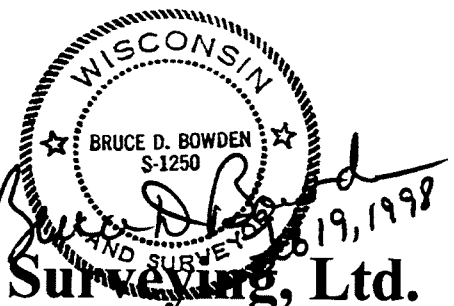


Scale: 1 inch = 60 feet

FILED
February 23, 1998
9:00 O'CLOCK A.M.
Dixie L. Edge
Iowa County Reg. of Deeds
Dodgeville, WI 53533

Legend

- No.6 rebar - found
- ▲ Railroad spike - found
- Utility Pole
- No.10 x 30" rebar - set
- () Recorded as



Bowden Surveying, Ltd.

619 W. Merrimac Street
Dodgeville, WI 53533
Phone (608) 935-5513

Recorded center line of West track
of C., M., St.P., & P. R.R.

98009

Sheet 1 of 2

Plat of Survey for Harvey W. Glanser

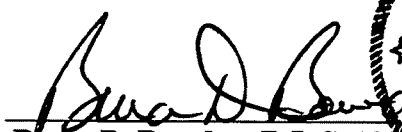
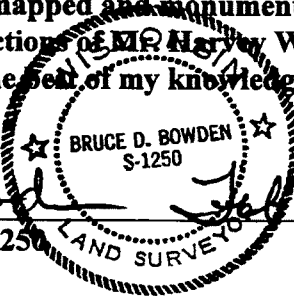
Description

A part of Lots 233 and 234 of Harrison's Survey in the City of Mineral Point, located in the Northeast Quarter of the Northeast Quarter of Section 6, Town 4 North, Range 3 East, Iowa County, Wisconsin, and more particularly described as follows:

Commencing at the Northwest corner of Lot 233 of Harrison's Survey in the City of Mineral Point, thence S 0° 25' 42" E on the West line thereof, 202.00' to a No.10 rebar and the POINT OF BEGINNING; thence S 0° 25' 41" E, 426.07' to a No.6 rebar; thence S 89° 39' 01" E, 42.67' to a No.6 rebar that is 10.00' West of the recorded center line of the West Track of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence N 0° 25' 42" W, 426.07' to a No.10 rebar; thence N 89° 39' 13" W, 42.67' to the POINT OF BEGINNING; said described tract contains 0.42 acres(18,178 square feet), more or less, and is subject to any and all easements and rights of way of record and/or usage.

SURVEYOR'S CERTIFICATE

I, Bruce D. Bowden, Registered Wisconsin Land Surveyor- 1250, do hereby certify that I have surveyed, described, mapped and monumented the property shown hereon in accordance with the instructions of ~~MR. Harvey W. Glanser~~ and that this map is a correct representation thereof to the best of my knowledge and belief.


Bruce D. Bowden, R.L.S. 1250
 19, 1998
Date

Bowden Surveying, Ltd.

619 W. Merrimac Street
Dodgeville, WI 53533
Phone (608) 935-5513

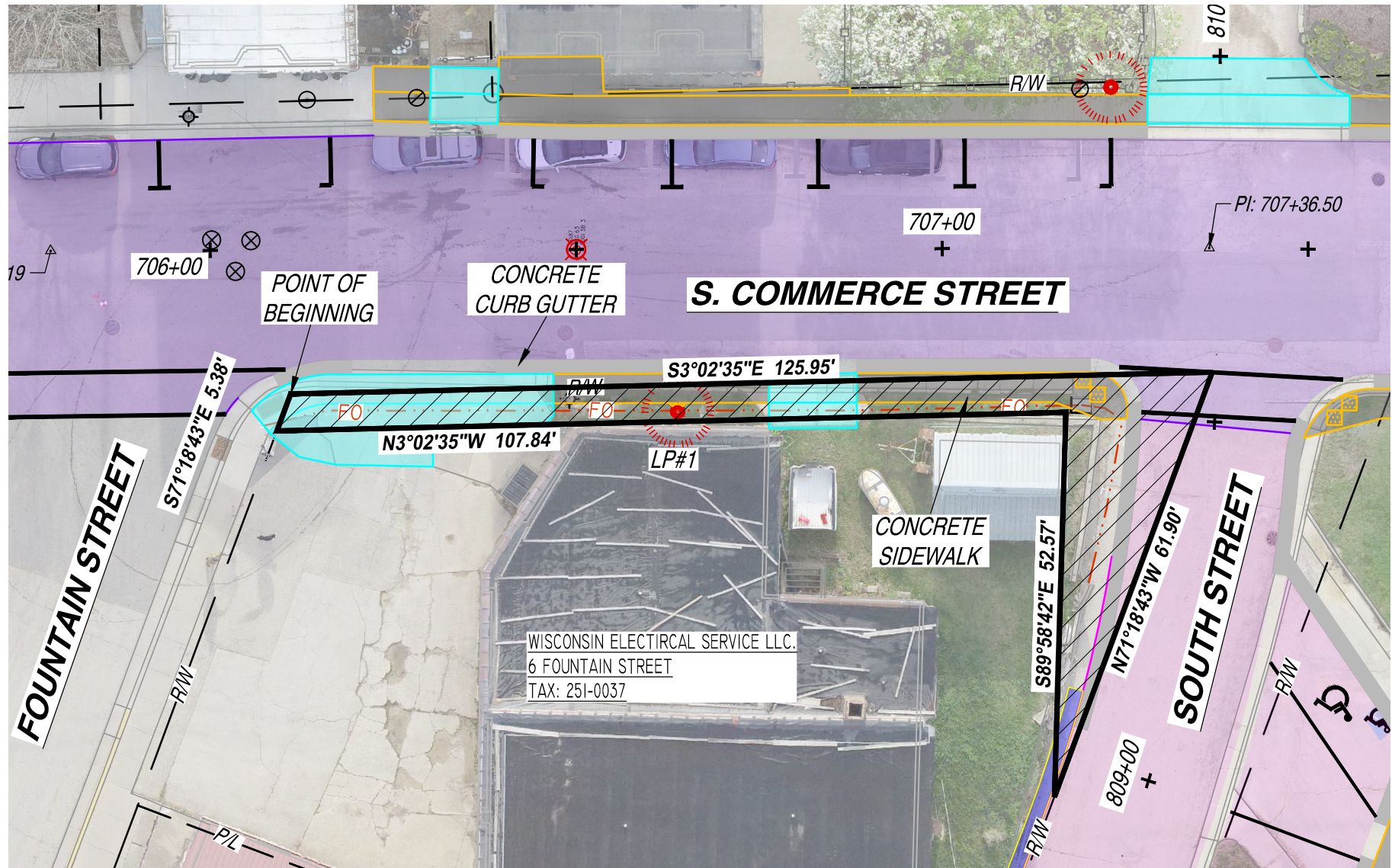
Sheet 2 of 2
98009



4/14/2026

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Administration	Submitted by: Matt Honer
<u>ISSUE:</u> Consideration of Public Infrastructure Easements related to the South and Commerce Streets Reconstruction Project.	
<u>BACKGROUND/ANALYSIS:</u> There are six proposed public infrastructure easements on Commerce Street as part of the reconstruction project. Most of the proposed easements are for sidewalks, in some cases where they did not previously exist. A few of the easements accommodate other infrastructure such as stormwater culverts. • Wisconsin Electric Service: New Sidewalk and Existing Right-of-way. Also includes replacement of existing retaining wall. Owner is willing to share 50% of the cost of the retaining wall as part of the consideration of the easement. (Total cost of retaining wall is \$7,500) • Lorelei Foods: New/Existing Sidewalk. • Hans and Ann Larsen: New Sidewalk. • Kellyns Properties LLC: New Sidewalk • Martensen: Stormwater • Railroad Museum: New Sidewalk and Existing Right of way.	
<u>RECOMMENDATION:</u> Public Health and Property Committee recommends approval.	
<u>FISCAL IMPACT:</u> 50% cost of the retaining wall (not necessarily the cost of the easement) and recording fees.	
<u>ATTACHMENTS:</u> Easement Exhibits and an example of the easement language.	



EASEMENT AREA

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL, & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PLATTENVILLE, WISCONSIN 53818 PHONE: (608) 348-5355
606 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

Project No. D25-001	Drawn By: C. Coyler
Date: Jan. 19, 2026	Scale: 1" = 20'

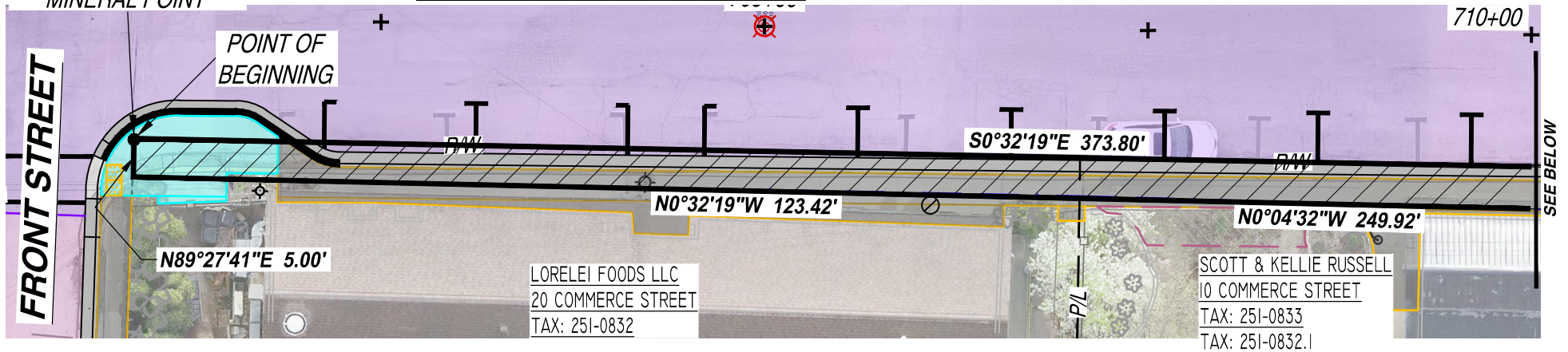
For Questions Regarding this Project, Please Contact:
Mr. Bart P. Nies, P.E.
Delta 3 Engineering, Inc.
Telephone: 608-348-5355

Exhibit

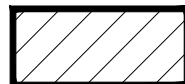
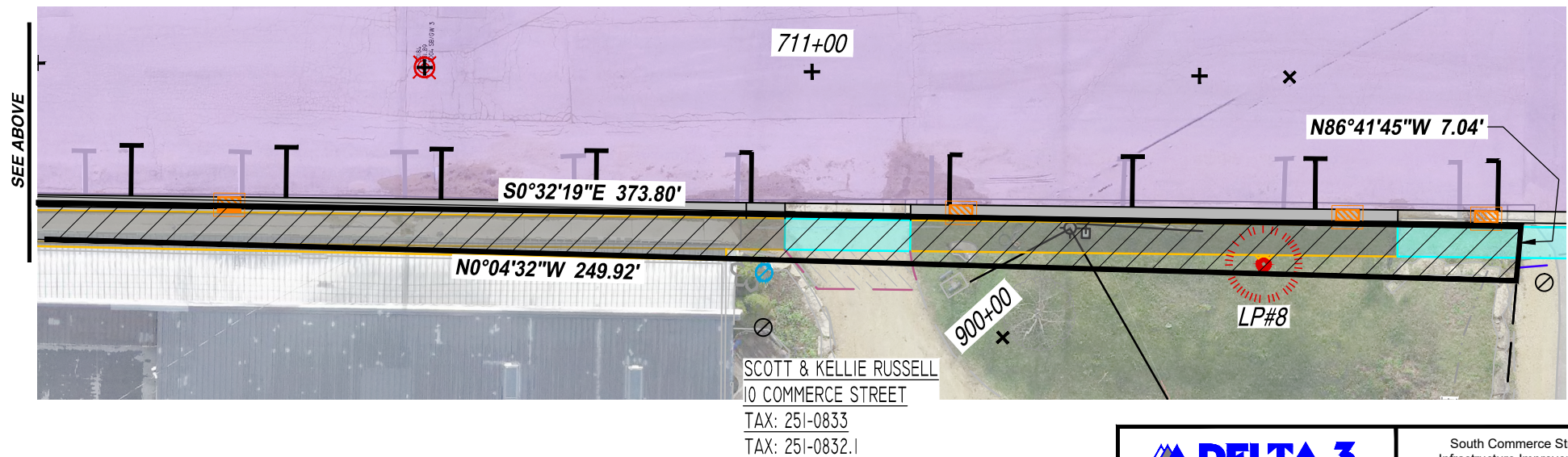


NORTHEAST CORNER
OF LOT 20 OF
IRVIN'S PLAT TO
MINERAL POINT

S. COMMERCE STREET



S. COMMERCE STREET



EASEMENT AREA

DELTA 3
EVERY ANGLE COVERED
PROFESSIONAL CIVIL, MUNICIPAL & STRUCTURAL ENGINEERING
GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PLATTENVILLE, WISCONSIN 53118 PHONE: (608) 348-5355
898 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

Project No. D25-001 Drawn By: C.Coyler

Date: Jan. 19, 2026 Scale: 1" = 20'

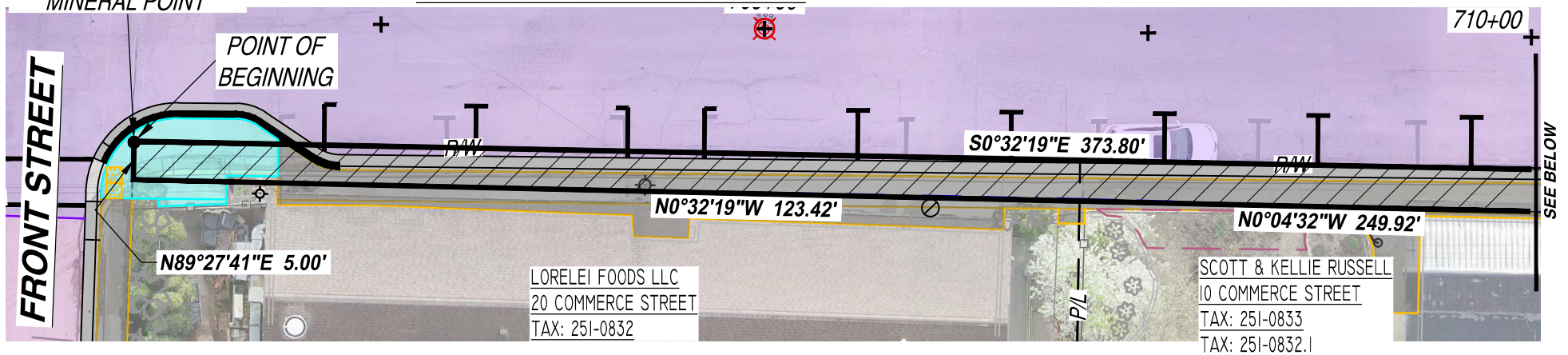
For Questions Regarding this
Project, Please Contact:
Mr. Bart P. Nies, P.E.
Delta 3 Engineering, Inc.
Telephone: 608-348-5355

Exhibit

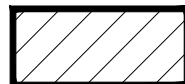
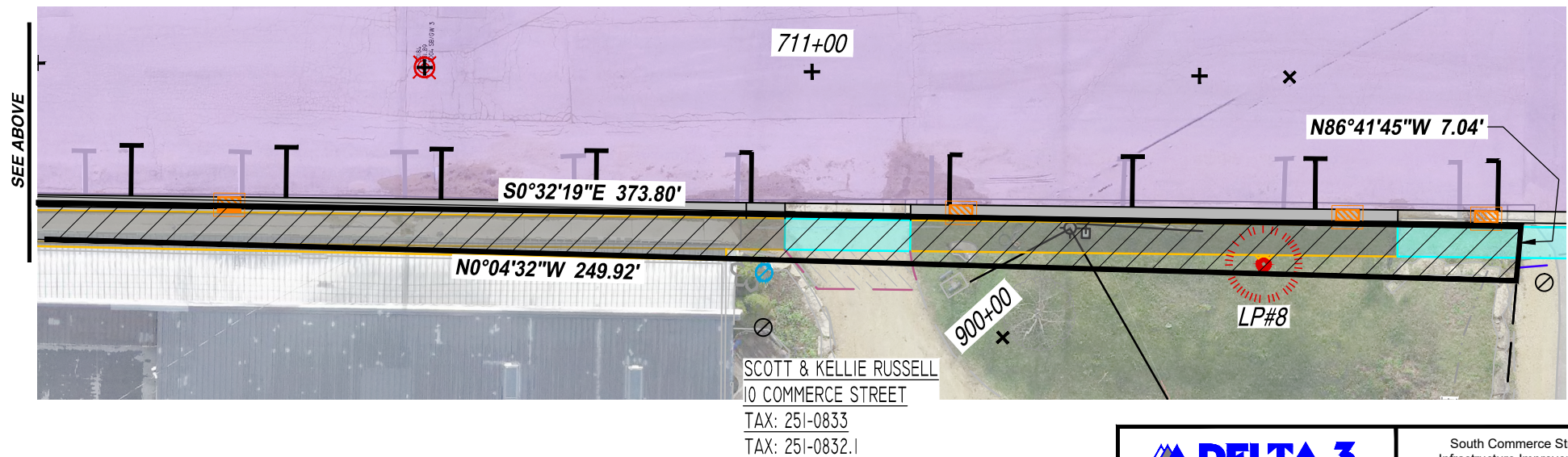


NORTHEAST CORNER
OF LOT 20 OF
IRVIN'S PLAT TO
MINERAL POINT

S. COMMERCE STREET



S. COMMERCE STREET

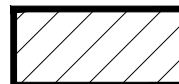
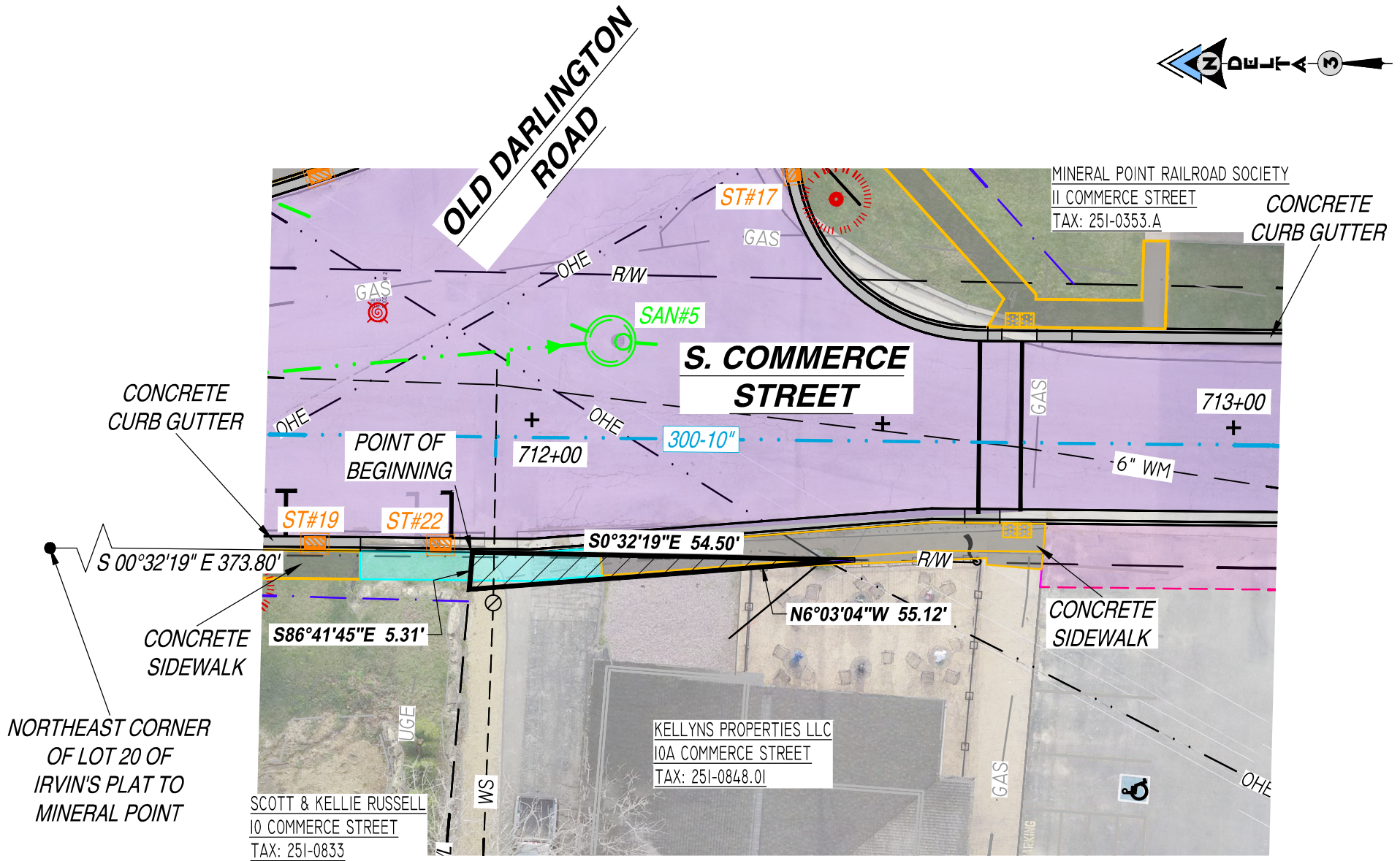


EASEMENT AREA

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GRANT WRITING • LAND DEVELOPMENT • PLANNING & CAD SERVICES
875 SOUTH CHESTNUT STREET PLATTENVILLE, WISCONSIN 53818 PHONE: (608) 348-5355
898 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

Project No. D25-001	Drawn By: C. Coyer
Date: Jan. 19, 2026	Scale: 1" = 20'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	
Exhibit	

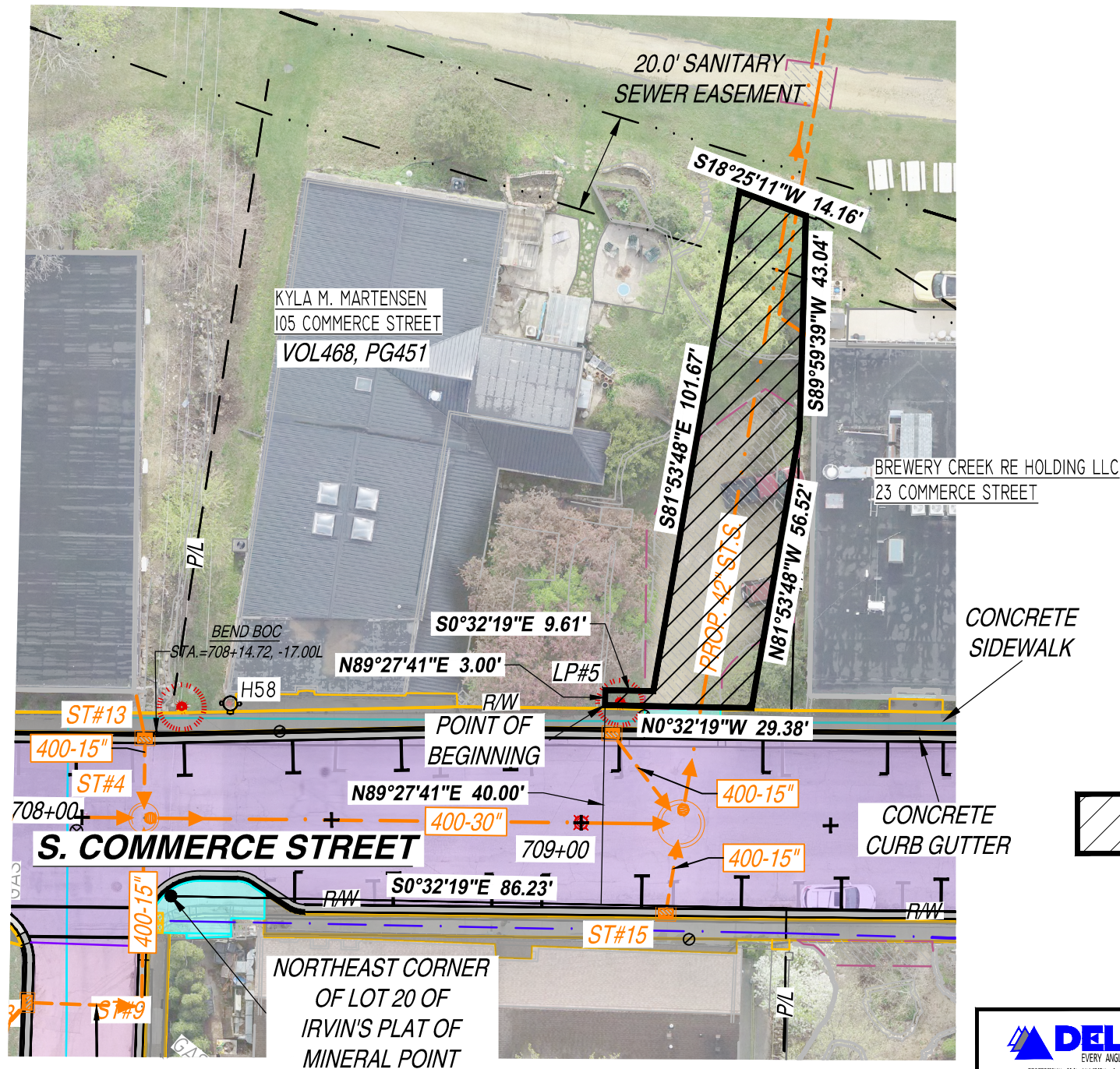


EASEMENT AREA

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DUBUQUE, IOWA 52001

South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

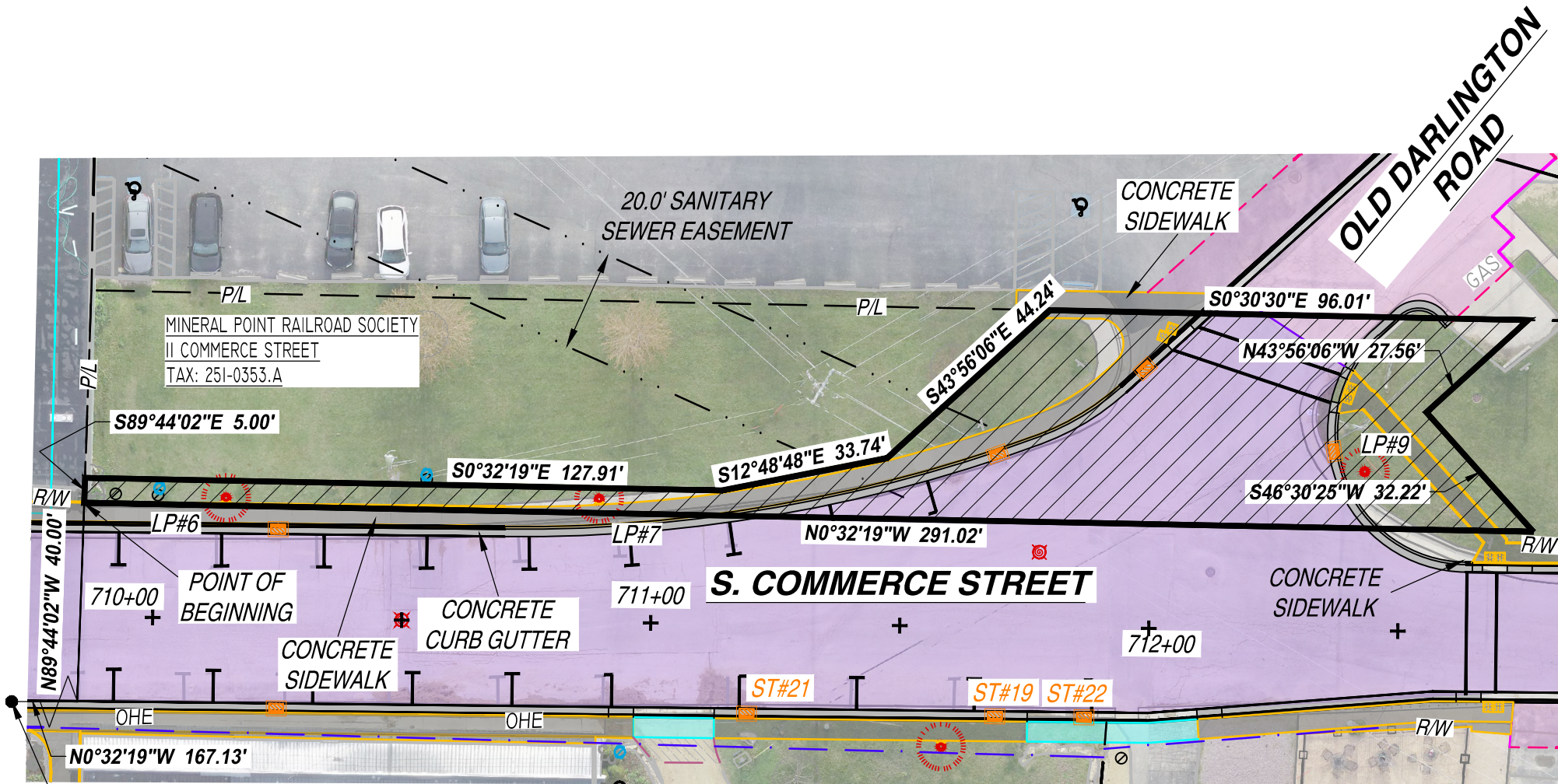
Project No. D25-001	Drawn By: C. Coyler
Date: Jan. 19, 2026	Scale: 1" = 20'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	
Exhibit	



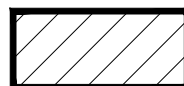
EASEMENT AREA

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696 JACKSON STREET DUBUQUE, IOWA 52001 PHONE: (563) 542-8005

South Commerce Street Infrastructure Improvements Mineral Point, Wisconsin	
Project No. D25-001	Drawn By: C. Coyler
Date: Jan. 19, 2026	Scale: 1" = 30'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	
Exhibit	



NORTHEAST CORNER
OF LOT 20 OF
IRVIN'S PLAT OF
MINERAL POINT



EASEMENT AREA

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South Commerce Street
Infrastructure Improvements
Mineral Point, Wisconsin

Project No. D25-001	Drawn By: C. Coyler
Date: Jan. 19, 2026	Scale: 1" = 30'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nies, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	
Exhibit	

PUBLIC INFRASTRUCTURE EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

This Public Infrastructure Easement Agreement ("Agreement") is by and between Kyla M. Martensen, 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.

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 Public Street, Utilities and Electrical Easement on **Exhibit 1**, which is attached hereto and incorporated by reference ("Easement Area") and shown on the map attached hereto and incorporated by reference as **Exhibit 2**.

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, install, operate, maintain, alter, replace, repair, and remove, street components and to survey, construct, install, operate, maintain, alter, replace, repair, remove, and bury utilities on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities. This easement is also granted for the purposes of constructing, installing, operating, maintaining, replacing, rebuilding, removing, relocating, inspecting, and patrolling electric facilities, including, but not limited to, wires, poles, conduit, underground work, and associated appurtenances for the transmission and distribution of electric current, communication facilities, and signals appurtenant thereto.

3. Right of Ingress and Egress. The GRANTOR hereby grants to City the right of ingress and egress on, to and through the Easement Area for the purpose of exercising the rights granted herein, including the right to manage and maintain the Easement Area.

4. 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.

5. Restoration and Maintenance. The City shall restore, as best as practicable, the Easement Area 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 street components and utilities 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

RESERVED FOR RECORDING

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

251-0353
PARCEL IDENTIFICATION NUMBER

construction, installation, operation, maintenance, alteration, replacement, repair, removal or burial, of street components and utilities. Following completion of construction or other restoration, the GRANTOR will retain responsibility for general lawn mowing, lawn maintenance and landscaping.

6. GRANTOR's Continuing Right of Use; No Obstruction. The GRANTOR shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, 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.

7. 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 street components and utilities. GRANTEE covenants to maintain the easement 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 storm sewer and sanitary sewer in the Easement Area 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 _____ 2026.

GRANTOR:

GRANTEE:

City of Mineral Point

Kyla M. Martensen

By: Danny Clark, Mayor

Attest: Christy Skelding, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2026, the above-named Kyla M. Martensen, to me known to be the persons 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 _____ 2026, 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

A Public Street, Utilities and Electrical Easement for the purpose of installation and maintenance of roadway, public utilities, and electrical facilities located in the NW1/4 of the NE 1/4 of Section 06, T 4 N, R 3 E, City of Mineral Point, Iowa County, Wisconsin, the boundary more fully described as follows:

Commencing at northeast corner of Lot 20 of Irvin's Plat of Mineral Point in Section 31, T 4 N, R 3 E Thence South 00°32'19" East 86.23' along the west right-of-way line of S. Commerce Street;

Thence North 89°27'41" East 40.00' to the east right-of-way of S. Commerce Street and the Point of Beginning;

Continuing North 89°27'41" East 3.00';

Thence South 00°32'19" East 9.61' parallel to the east right-of-way of south Commerce Street;

Thence South 81°53'48" East 101.6 to the east property line as described in Vol 468, Pg 451;

Thence South 18°25'11" West 14.16 to the east corner of said property as described in Vol 468, Pg 451;

Thence South 89°59'39" west 43.04 along the south line of said property described in Vol 468, Pg451;

Thence North 81°53'48" West 56.52 to said east right-of-way of S. Commerce Street;

Thence North 00°32'19" West 29.38 to the Point of Beginning of this easement.

The above-described Public Street, Utilities and Electrical Easement contains 0.044 acres, more or less, and is subject to any and all easements of record and/or usage.

EXHIBIT 2



4/14/2026

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Streets	Submitted by: Matthew Honer
<u>ISSUE:</u> Consideration of revised employment offer for Chad Whitford, Streets Foreman.	
<u>BACKGROUND/ANALYSIS:</u> The draft revised employment offers two separate issues for Council's consideration. - Providing four years of service credit to employee for the purpose of a negotiated increased in vacation. While typically something negotiated at hiring, it was not when Chad was hired. In part this is due to the in-review status of the employee handbook/personnel policy. Regardless, it is appropriate following his first year of employment to consider this. - Identifying employee as the City's Emergency Management Coordinator. In conversations with Chad, he expressed his willingness to add the responsibilities of the emergency management coordinator to his duties. His position as Streets Foreman, experience in Emergency Response, and overall professional standards make him a great fit for the role.	
<u>RECOMMENDATION:</u> Personnel Committee recommends approval.	
<u>FISCAL IMPACT:</u>	
<u>ATTACHMENTS:</u> Draft Employment offer and draft position description for the emergency management coordinator.	



Mineral Point, Wisconsin

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

TO: Chad Whitford
FROM: Matthew Honer, City Administrator
DATE: April 15, 2026
SUBJ: Offer of Employment – Streets Foreman

Greetings Mr. Whitford,

The City of Mineral Point is pleased to offer you the positions of Streets Foreman and Emergency Management Coordinator. The offer is contingent upon a successful background check. The City's offer includes the following employment package:

- Hours of work – Full-time position, five days a week, plus on-call time (which includes weekends and holidays).
 - Wage – \$33.28 per hour. This is an hourly position, classified as non-exempt from Fair Labor Standards Act (FLSA), and is eligible for overtime/compensatory (comp) time.
 - Vacation – Credit is being provided for four years of service, and with the completion of 1 year, you are eligible for 160 hours of vacation per year.
 - Sick leave – Will accrue at a rate of one (1) day per month following the completion of the 12th month of employment with the City. Twelve (12) days will be provided up front to be earned over the next year of employment.
 - Holidays – 10 paid holidays plus 2 personal days annually.
 - Comp Time – Comp time, accruing at a rate of 1.5 hours for every 1 hour of overtime worked. Capped at 60 hours per calendar year. Any balance remaining on December 31 will be paid out to a zero balance on January 1.
 - WRS retirement benefits.
 - Health, dental, and life insurance.
 - Annual allowance for reimbursement of prescription optical services, as established in the Employee Handbook (currently \$100 annually).
 - Employee has the choice of an employer-paid cell phone or to be reimbursed \$30/month for the use of their personal phone.
 - Longevity bonus for each year of employment, starting upon completion of the 5th year of employment, as established in the Employee Handbook (currently \$50).
-



Mineral Point, Wisconsin

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

Emergency Response Coordinator Position Description

Reports To: City Administrator

FLSA Status: non-Exempt

Date: April 15, 2026

DESCRIPTION

This appointed position is asked to assist the city with two primary tasks, (1) maintaining and communicating an emergency response plan, and (2) in the event of an emergency acting as the primary member of the Emergency Operations Center's Core Team to coordinate emergency response activities.

(1) Planning and Preparedness

- Review and update the Emergency Response Plan annually. Make continual improvements in preparedness documents.
- Communicate updates annually to all responsible parties identified in the Emergency Response Plan, specifically local emergency service organizations.
- Be available to discuss Emergency Response Plans with the Mayor, Council, and department heads of the City of Mineral Point, as well as other local stakeholders such as businesses and organizations.
- Participate in the 5-yr Hazard Mitigation Planning process.
- Activities that create a more prepared, resilient, and responsive community.

(2) Emergency Response

- In the event of an emergency, it is assumed that the County's Emergency Manager will be available to coordinate emergency response activities, but in their absence the Emergency Response Coordinator will assume the primary role of coordinating response activities.
- The Emergency Response Coordinator will coordinate emergency response activities, work to make resources available to support emergency support functions, and document activities and their expenses.



4/14/2026

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Administration	Submitted by: Matt Honer
<u>ISSUE:</u> Consideration of Upland Hills Occupations Health Agreement.	
<u>BACKGROUND/ANALYSIS:</u> Agreement with Upland Hills for Occupational Health Services. The City currently utilizes these services for CDL random drug screenings and may utilize them for additional trainings and screenings.	
<u>RECOMMENDATION:</u> Consideration of agreement	
<u>FISCAL IMPACT:</u> Agreement does not obligate City to any services.	
<u>ATTACHMENTS:</u> Occupational Health Agreement with Upland Hills Health.	

AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES

THIS AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES (the "Agreement") is entered into this ____ day of _____, 2026, by and between Upland Hills Health, Inc., a Wisconsin nonstock corporation ("Hospital") and _____, a _____ doing business in Wisconsin ("Client").

RECITALS

- A. Hospital provides various occupational health care services including, but not limited to injury treatment, wellness promotion and assistance in managing cases of occupational illness or injury; and
- B. Client desires to arrange for the delivery of such expertise and services for its employees.

NOW, THEREFORE, the parties hereby agree as follows:

1. **SERVICES.** Subject to the terms and conditions contained herein, Hospital agrees to provide occupational health service as set forth in Exhibit A, to this Agreement (the "Services") for Client. Any changes in the Services must be approved in advance in writing by both parties.

- 1.1 **Contact Person.** Each party shall designate a contact person to serve as liaison to the office for purposes of ongoing coordination of Services performed under this Agreement. Unless otherwise notified, the designated contact persons for this Agreement shall be, for Client:

Name, Title:
Address:
Phone/Fax:
Email:

And, for Hospital:

Name, Title:	Krisann Karls, VP of Ancillary Services
Address:	800 Compassion Way, Dodgeville, WI 53533
Phone:	608-930-7148
Email:	karlsk@uplandhillshealth.org

- 1.2 **Documents and Records of Service.** Records created and maintained by Hospital under this Agreement shall be the property of Hospital. Subject to Client employees' authorization, Client shall have access to such records without charge for the duration of any retention period agreed to by the parties. For any documents created by Hospital that do not contain protected health information, such documents shall be the property of Client.

- 1.3 **Hours of Coverage.** The Services shall be provided at the locations and hours designated on Exhibit A. Outside of these coverage hours, (or in cases of clear emergency) employees with occupational illness or injury may go to the Hospital's Emergency Department.
- 1.4 **Qualifications of Staff.** Hospital will assure and provide documentation to Client, as reasonably requested, to confirm that all Hospital employees providing Services under this Agreement are appropriately trained and qualified to perform the Services required by this Agreement. Further, Hospital hereby represents and warrants that each employee providing Services under this Agreement will be currently licensed and/or registered or certified as, and if, required by applicable state law. If required by state law, Hospital will assure that appropriate protocols, physician supervision and/or consultation is provided.
- 1.5 **Relationships.** Hospital shall establish and maintain positive working relationships with Client's employees, management and all other contacts necessary to perform services under this Agreement.
- 1.6 **Control Over Medical Judgment.** It is expressly agreed that Client shall neither have nor exercise any control over the professional medical judgment or methods used by Hospital and its employees and consultants in the performance of Services hereunder. However, Hospital agrees that it shall at all times perform its duties and functions hereunder in conformance with currently approved practices in the field of occupational health/medicine and in a competent and professional manner.
2. **ELIGIBLE EMPLOYEES.** Client shall provide each eligible employee with an identification card or other written documentation and require each eligible employee to present such identification or documentation to Hospital at the time of Service to confirm the employee's eligibility for Services under the Agreement.
3. **BILLING AND PAYMENT.** The Services provided under this Agreement shall be billed to and reimbursed as follows:
 - 3.1 **Payers.** Regardless of where provided, Services will be billed by Hospital to Client at the established rates set out in Exhibit A or billed directly to the Client's Workers' Compensation Insurer. Exhibit A shall describe each category of Occupational Health Service to be provided under this Agreement and shall also state the method and source of payment, including the rate(s) as pertinent. Client will be billed for held or no-show appointments unless the appointment is cancelled by Client or the Client employee more than twenty-four (24) hours prior to the appointment. In the case of non-work-related injuries or illness, at Client's request, Hospital may bill the employee's private health insurance company. The parties agree that no new Services will be commenced until an updated Exhibit A has been signed by both parties and further that Exhibit A will be updated as to rates and services as needed.

- 3.2 **Invoice.** For all Services to be paid directly from Client to Hospital, Hospital shall provide Client with an invoice listing all services provided and fees charged for services rendered during the preceding month. Client shall pay all fees within thirty (30) days of receiving an invoice from Hospital. If the Services are being billed to third parties, Client agrees to assist Hospital by providing current billing information and other assistance as needed.
- 3.3 **Rate and Charge Adjustments.** Hospital may periodically amend the rates and charges for Services in Exhibit A unilaterally upon providing thirty (30) days' written notice to Client.
- 3.4 **No Outside Billing.** Fees paid by Client to Hospital in accordance with this Agreement shall be Hospital's sole compensation for Services performed hereunder. Hospital shall not bill Client employees, insurance companies, or any third parties for Services performed under this Agreement; provided, however, any direct patient care services provided to a Client employee or prospective employee outside of this Agreement or other than Services herein, shall be billed separately to Client employee or Client employee's insurance and shall not be subject to or covered by this Agreement. For purposes of clarity, in the event Client's employee fails an exam, services provided by Hospital beyond the initial physical exam and test are outside the scope of this Agreement and may be provided by Hospital directly to the individual and billed directly to the patient and/or his or her third party payor(s). Moreover, any result of such services or records thereof as related to provided services shall be subject to HIPAA protection and shall not be provided to Client nor shall it be considered part of the HIPAA authorization provided by the Client employee hereunder.
4. **RECORDKEEPING AND CONFIDENTIALITY.** Hospital agrees to maintain, and to provide to Client upon request, statistical records and reports of service in a form agreed to by the parties from time to time. Hospital will make its best efforts to obtain employees' individual consents to disclose treatment records to Client at Client's request whenever consent is required by state or federal statute or regulation. Hospital agrees to maintain confidentiality of treatment records and records of service provided to Client and Client's employees in accordance with state and federal statutes and regulations governing such records.
5. **INDEPENDENT CONTRACTOR.** The relationship of the parties is that of independent contractors and the parties are not, by virtue of this Agreement or otherwise, made agents, employees, or joint venturers of each other. Hospital shall bear sole responsibility for payment of compensation to its personnel. Hospital shall pay and report, for all personnel assigned to Client's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Hospital. Hospital shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled.

6. **INSURANCE AND LIMITATION ON LIABILITY.**

6.1 **Insurance.** During the term of this Agreement, Hospital shall maintain in full force and effect, covering its acts and omissions and those of its agents, and provide written certificates thereof to the other party upon request, professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate through insurance companies authorized to do business in Wisconsin. Hospital shall also maintain worker's compensation insurance as required by state law.

6.2 **Limitation on Liability.** Each party agrees to accept and is responsible for its own acts and omissions in providing services under this Agreement as well as those acts or omissions of its employees and agents and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party, except as otherwise provided in this Agreement.

7. **TERM AND TERMINATION.** The term of this Agreement shall commence on _____, 2025 and continue for two (2) year(s) unless otherwise terminated as permitted herein. Thereafter, this Agreement shall automatically renew for additional two (2) year terms unless either party provides written notice of its intent not to renew not less than ninety (90) days prior to the end of the initial or any renewal term. Notwithstanding the stated term, this Agreement may be terminated as follows:

7.1 **Without Cause.** By either party, without penalty, upon giving the other party not less than thirty (30) days' prior written notice of termination in writing, specifying the effective date of termination.

7.2 **With Cause.** By either party upon the material breach by the other party which remains uncured after fifteen (15) days' notice by the non-breaching party to the breaching party which specifies the nature of the breach.

7.3 **By Mutual Agreement.** By express written agreement of the parties at any time, subject to any terms or conditions set forth in such agreement.

8. **NOTICES.** Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee or, if mailed, by United States mail, first class, postage prepaid, to, in the case of Client:

Name, Title:

Address:

and, in the case of Hospital:

Name, Title: Krisann Karls, VP of Ancillary Services

Address: 800 Compassion Way, Dodgeville, WI 53533

9. **CLINICAL AND OFFICE EQUIPMENT AND SUPPLIES.** Hospital shall be solely responsible for properly equipping its personnel with the clinical and office (including computer) equipment necessary to provide Services under this Agreement and for the purchase of related supplies and for the routine maintenance and repair of such equipment.
10. **HIPAA AND PROTECTED HEALTH INFORMATION.**
- 10.1 **HIPAA Authorization.** Each Client employee seeking Services shall be provided with Hospital's standard notice of privacy practices. Each Client employee shall be required to sign a consent for services. If the Client requires results or information from the service (e.g., post incident drug/alcohol screen) or verification of the service provided to the individual (e.g., immunization) as a condition of payment to Hospital, Client shall require the employee to complete and submit an authorization form required by Hospital attached hereto as Exhibit B permitting Hospital to evaluate Client employee and share protected health information ("PHI") with Client arising from the visit. If a Client employee refuses to sign such consent and authorization form, Hospital shall be under no obligation to provide Services to Client employee. To the extent authorized by Client employee, Hospital agrees to maintain, and to provide to Client upon request, reports of Services in a form agreed to by the parties. The contact persons set forth in Section 1.1 shall coordinate the securing of consent and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") authorization and shall ensure that Hospital has or obtains such consent and HIPAA authorization prior to rendering Services to Client employee. Hospital shall at all times comply with the requirements of HIPAA when performing Services under this Agreement. Hospital shall disclose PHI to Client as permitted under 45 CFR §164.512(b)(1)(v) when requested by Client for any of the purposes described in such section.
- 10.2 **Permissible Disclosures.** In addition to the disclosures described in subsection 10.1, Hospital may disclose PHI to workers' compensation insurers, State administrators, and other persons or entities involved in workers' compensation systems without the individual's authorization as authorized by and to the extent necessary to comply with laws relating to workers' compensation or similar programs established by law that provide benefits for work-related injuries or illness without regard to fault. This includes programs established by the Black Lung Benefits Act, the Federal Employees' Compensation Act, the Longshore and Harbor Workers' Compensation Act, and the Energy Employees' Occupational Illness Compensation Program Act.
- 10.3 For all other situations not described in this Section 10, Hospital must obtain a valid, HIPAA-compliant written authorization from the individual to provide PHI to Client. Unless otherwise agreed to in advance between Client and Hospital based on additional clinic Services that may be added from time to time, Hospital shall obtain such authorization prior to rendering Services to the Client employee.
- 10.4 Hospital and Client agree Client is not providing any services on Hospital's behalf and shall not, under any circumstances, be considered a Business Associate of

Hospital, as that term is defined in HIPAA. Any disclosures of information or PHI to Client shall be authorized under subsections 10.1 through 10.3 above.

11. **NON-SOLICITATION**. Throughout the term of this Agreement (including any renewal term) and for a period immediately following termination (for any or no reason) of the Agreement, Client will not directly solicit (on behalf of any individual or entity other than Hospital) for employment any then current or former employee of Hospital who during the term of the Agreement (and any renewal term) provided Services on behalf of Hospital for Client. An individual responding to a general advertisement for employment, open to the public at large, will not be considered direct solicitation under this Section 11.
12. **MISCELLANEOUS**. The following additional conditions apply to this Agreement:
 - 12.1 **Severability**. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
 - 12.2 **Assignment**. This Agreement may not be assigned or transferred, nor may any of the duties and responsibilities be assigned or transferred without the written consent of the other party.
 - 12.3 **Waiver**. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
 - 12.4 **Amendment**. Except as otherwise set forth in this Agreement, this Agreement may be amended only by written agreement of the parties.
 - 12.5 **Applicable Law**. This Agreement shall be interpreted according to the law of the state of Wisconsin without regard to its choice of law provisions.
 - 12.6 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and subsumes and incorporates all prior written and oral statements and understandings.
 - 12.7 **No Third Party Beneficiaries**. This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set opposite their respective names.

**UPLAND HILLS HEALTH, INC.
HOSPITAL**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CLINICAL**Audiology**

Audiology Screening -- Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm) \$ **33.00**

Audiological Evaluation -- Available at UHH by appointment (M/T/TH, 8:00am-5:00pm) \$ **53.00**

CDL Exam\$ **150.00**

Available at UHH by appointment (M-F, 7:30am-4:30pm)

DOT Physical\$ **150.00**

Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)

Ergonomics in Work Environment - 60 minutes\$ **278.00**

Available onsite, by appointment only

Pre-Employment/Post Injury Physical Performance Test\$ **107.00**

Available at UHH Therapy & Mt. Horeb Therapy by appointment (M-F, 8:00am-5:00pm)

Pre-Employment Physical\$ **150.00**

Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)

TB Skin Test\$ **36.00**

Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)

Travel Health Consults\$ **250.00**

Available at UHH Clinics or onsite, by appointment only

LABORATORY**Blood Draw**\$ **21.00**

Available at UHH by appointment (M-F, 7:30am-4:30pm)

Breath Alcohol Test\$ **60.00**

Available at UHH by appointment (M-F, 7:30am-4:30pm)

Lead Levels\$ **48.00**

Available at UHH (M-F, 7:30am-4:30pm) or onsite by appointment

Post Incident Drug Collection\$ **40.00**

Available at UHH 24/7

Legal Alcohol Collection\$ **230.00**

Available at UHH 24/7

Pre-Employment/Random Drug Screen Collection\$ **40.00**

Available at UHH by appointment (M-F, 7:30am-4:30pm)

Pre-Employment/Random Drug Collection and Screen (In House)\$ **79.00**

Available at UHH by appointment (M-F, 7:30am-4:30pm)

QuantiFERON Gold\$ **129.00**

Available at UHH by appointment (M-F, 7:30am-4:30pm)

Titers/Immune Status - Rubella\$ **24.00**

Available at UHH by appointment (M-F, 7:30am-4:30pm)

Titers/Immune Status - Other**Call/Varies by Location**

Available at UHH by appointment (M-F, 7:30am-4:30pm)

VACCINATIONS

Vaccine Administration	\$ 17.00
<i>Available at UHH Clinics or onsite, by appointment only</i>	
Hepatitis B Vaccine	\$ 85.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	
Seasonal Influenza Vaccine	\$ 25.00
<i>Available at UHH Clinics or onsite, by appointment only</i>	
Tdap Vaccine	\$ 58.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	
Travel Vaccinations	Call/Varies by Location
<i>Available at UHH Clinics or onsite, by appointment only</i>	
Varicella (Chicken Pox) Vaccine	\$ 227.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	

TRAINING SERVICES (Instruction prices based on per person)

Travel per Mile	\$ 0.70
Adult & Pediatric	
<i>Adult & Pediatric CPR AED Only -- In Person</i>	\$ 70.00
<i>Adult & Pediatric First Aid/CPR/AED -- In Person</i>	\$ 96.00
<i>Adult & Pediatric First Aid/CPR/AED & Bloodborne Pathogens -- In Person</i>	\$ 114.00
<i>Adult & Pediatric First Aid/CPR/AED & Bloodborne Pathogens Refresher -- In Person</i>	\$ 85.00
<i>Adult & Pediatric First Aid/CPR/AED Blended -- Blended</i>	\$ 55.00
Advanced Live Support in Obstetrics	
<i>Advance Life Support in Obstetrics - RN, Residents, Students -- In Person</i>	\$ 250.00
<i>Advanced Life Support in Obstetrics - Providers -- In Person</i>	\$ 450.00
Bloodborne Pathogens	\$ 18.00
<i>In Person</i>	
BLS	
<i>BLS -- Blended</i>	\$ 65.00
<i>BLS ILT -- Blended</i>	\$ 70.00
<i>BLS Online + Skills Initial -- Online</i>	\$ 100.00
<i>BLS Online + Skills Renewal -- Online</i>	\$ 60.00
<i>BLS Renewal ILT -- In Person</i>	\$ 65.00
First Aid & Bloodborne Pathogens	\$ 55.00
<i>In Person</i>	
First Aid Skills Check	\$ 85.00
<i>In Person</i>	
Trauma Nursing Core Course (TNCC)	\$ 375.00
<i>In Person</i>	
ACLS	
<i>Blended</i>	\$ 250.00
<i>Online</i>	\$ 180.00
NRP	
<i>Blended</i>	\$ 180.00
<i>In Person</i>	\$ 150.00
PALS	
<i>Blended</i>	\$ 250.00
<i>Online</i>	\$ 180.00

Contact Krisann Karls at 930-7148 or karlsk@uplandhillshealth.org
with requests for services or any questions you may have.

EXHIBIT B
HIPAA AUTHORIZATION AGREEMENT TO DISCLOSE PHI

I, *[name of individual]* _____ understand that Upland Hills Health ("Health Care Provider") provides occupational health services to _____ ("Employer"). I understand that the services I am receiving are required by my employer as a condition of employment. I authorize Health Care Provider to disclose protected health information collected or created during my visit/treatment to Employer for employment-related purposes. The protected health information subject to such disclosure may include results from physical exams, evaluations, assessments or screens, drug testing, pulmonary function testing, immunizations, and/or work conditioning.

This authorization is effective on the date of my signature below and expires on my last day of employment, unless earlier revoked. I understand that once the information is disclosed by Health Care Provider, it may be re-disclosed by Employer and loses its protected status under the federal law known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

I may revoke this authorization at any time by giving written notice to the Health Information Management (H.I.M.) at Upland Hills Health 800 Compassion Way, Dodgeville, WI 53533. I am aware that any revocation is not effective as to disclosures made by the Health Care Provider in reliance on this authorization before such revocation.

I understand that if I do not execute this authorization or if I revoke this authorization before the protected health information is disclosed to Employer, then Health Care Provider will not treat me and Employer may take employment-related action based on not receiving the protected health information.

I understand I will be provided with a copy of this Authorization Form after signing.

.....

[Signature of employee]

[Date]

.....

[Printed name of employee]



4/14/2026

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council
Department Reporting: Administration	Submitted by: Matthew Honer
ISSUE: Consideration of proposed target staffing for seasonal park employees. <i>Personnel Committee Recommends Approval</i>	
BACKGROUND/ANALYSIS: Attached is the proposed staffing for the pool and park staff. Administration is requesting authorization to hire in accordance with the proposed plan.	
RECOMMENDATION: Personnel recommends council approval of authorizing administrator to hire in accordance with the proposed plan.	
FISCAL IMPACT: See attached.	
ATTACHMENTS: Proposed seasonal park staffing for Pool and Parks.	

Proposed 2026 Staffing

Lifeguards			
Position	Rate	Hours	Gross Pay
Pool Manager	\$ 20.00	240	\$ 4,800.00
LG 5	\$ 15.00	600	\$ 9,000.00
LG 5 - Swim Team	\$ 15.00	0	\$ -
LG 5 - Swim Lessons	\$ 15.00	70	\$ 1,050.00
LG 4.5	\$ 14.30	200	\$ 2,860.00
LG 4.5 - Swim Team	\$ 14.30	80	\$ 1,144.00
LG 4.5 - Swim Lessons	\$ 14.30	30	\$ 429.00
LG 4	\$ 14.00	325	\$ 4,550.00
LG 4 - Swim Team	\$ 14.00	80	\$ 1,120.00
LG 4 - Swim Lessons	\$ 14.00	30	\$ 420.00
LG 3	\$ 13.60	250	\$ 3,400.00
LG 3 - Swim Lessons	\$ 13.60	30	\$ 408.00
LG 1	\$ 13.00	1200	\$ 15,600.00
LG 1 - Swim Team	\$ 13.00		\$ -
LG 1 - Swim Lessons	\$ 13.00	165	\$ 2,145.00
150 hr Incentive \$125 x 15			\$ 1,875.00
2026 Proposed Total		3135	\$ 48,801.00
2025 Proposed Total		3480	\$ 50,643.00
2024 Proposed Total		3680	\$ 50,322.00

Seasonal Park Staff			
Position	Rate	Hours	Gross Pay
Seasonal 3	\$ 15.00	400	\$ 6,000.00
Seasonal 3	\$ 14.00	400	\$ 5,600.00
Seasonal 2	\$ 13.00	400	\$ 5,200.00
2026 Proposed Total		1200	\$ 16,800.00
2025 Proposed Total		1152	\$ 15,744.00
2025 Actual Total		768	\$ 10,368.00
2024 Proposed Total		768	\$ 10,368.00

0 \$ -



4/14/2026

Mineral Point, Wisconsin

☐ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Personnel Committee
Department Reporting: Administration	Submitted by: Matthew Honer
<u>ISSUE:</u> Update to the Personnel Policy	
<u>BACKGROUND/ANALYSIS:</u> **NOTE: Current Policy document may require some minor editing for punctuation and formatting. Changes made since the policy was distributed earlier this year: Page 17: Under Overtime: Water and Sewer Utility Employees are compensated at 2 hours straight time each day they work over the weekend. Employees are allowed to flex this time with approval from the department head. This compensation practice is acknowledged to be more generous than the actual time worked at overtime rates (one and one half times the regular wage). If, during a weekend shift, an employee's shift exceeds 1 hour 20 minutes, the employee will notify the department head and City Clerk of actual time worked and will be compensated at one and one half times their regular wage for that shift, if it exceeds 40 hours of actual time worked within the pay period. Page 18 & 19: Under Personal Time and Holidays: Remove Friday before Easter as a Holiday and add 8 hours to Personal Time. Change "Personal Holiday" to Personal Time. Page 18: Remove paragraph regarding accrual for newly hired employees. Matter to be considered as part of hiring or performance negotiations. Page 19: Under Call In Pay: If an employee is called in on a Holiday, employee will be compensated at two times their normal rate. This only applies for designated holidays. Page 26: Add to Cell Phone Policy: "Employees are responsible for exercising care in the transport and storage of these phones. Broken, lost or stolen phones must be reported to the employee's supervisor immediately. The device is to be carried at all times outside of work hours by on-call personnel and it is expected that the employee will answer outside of workhours." And "The City Clerk's office will maintain a master list of cell phone numbers for emergency purposes. The personal cell phone numbers of employees will not be given directly to the public. However, it is reasonable to expect that as an employee performs City work on a personal cell phone such as returning customer calls, their personal phone number may become accessible to certain members of the public. It is also reasonable to expect that personal numbers may be shared with contractors or vendors." & Remove the invoice requirement for employees to be compensated for the use of their personal phone. Page 28: Add to Uniform/Clothing/Footwear Allowance: "The City may provide uniforms/clothing for certain employee groups. Uniforms/clothing provided by the City are to be worn while working for the City, but not at other times. Certain employee groups may be granted a uniform/clothing allowance or may be reimbursed for	

uniform/clothing expenses they incur. If the uniform/clothing is required for the job, the expense will be covered by the department. Uniform/clothing policies and allowances will be approved by the Department Head.”

Page 28: Under Separation Benefits > Vacation: “All vacation requested to be used in the last month of service is required to be approved by the Dept. Head and City Administrator.”

RECOMMENDATION: Personnel Committee recommends adopting the policy as presented Resolution.

FISCAL IMPACT:

ATTACHMENTS: Personnel Policy and Resolution for adoption.

RESOLUTION 2026 - 02

RESOLUTION AMENDING THE EMPLOYEE POLICIES AND PROCEDURES

WHEREAS, the Common Council of the City of Mineral Point ("Council") wishes to update the Employee Handbook ("Handbook"), now referred to as the Personnel Policy ("Policy");

WHEREAS, the City Council adopted the Handbook in 2020;

WHEREAS, the City Council has drafted a Personnel Policy to replace the current Employee Handbook;

WHEREAS, the Personnel Committee has reviewed a draft of the Personnel Policy and reviewed comments from City Council and City Employees on March 5, 2026;

WHEREAS, the City Council deems it to be in the best interest of the public to update the Handbook;

THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Mineral Point, Wisconsin that, effective April 1, 2026, the Personnel Policy shall be as shown on the attached Exhibit A.

Adopted and approved this 10TH day of March, 2026.

APPROVED:

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.

PERSONNEL POLICY RECEIPT AND ACKNOWLEDGEMENT

I acknowledge that I have received and read the City of Mineral Point Personnel Policy and understand the provisions contained herein. I understand that the terms described in the Personnel Policy may be altered, modified, changed, or eliminated by the City at any time, with or without prior notice.

I further understand that this Policy and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand that, to the extent permitted by law, my employment is "at-will", and that my employment may be terminated at any time for any reason, with or without cause, and with or without notice.

PRINT FULL NAME: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

WITNESS: _____

[Insert City Graphic]

CITY OF MINERAL POINT PERSONNEL POLICY

Adopted [Date]

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INTRODUCTION

PURPOSE

This Personnel Policy (“Policy”) is intended to serve as a general reference to the employment procedures, rules, and regulations of the City of Mineral Point. It is the employee’s responsibility to read and become familiar with the information in this Policy and to follow the procedures, rules, and regulations contained herein. If an employee has questions regarding this Policy or matters that are not covered in it, they should discuss those issues with the City Administrator or City Clerk-Treasurer.

This Policy is issued as the official understanding of the obligations of the City and its employees to each other, and to the public. They are to ensure consistent personnel practices designed to utilize most effectively the human resources of the city in the achievement of its goals and objectives. The City Council assumes final responsibility for adopting personnel policies and policy revisions. The Mayor and City Administrator work with the Personnel Committee on the implementation of policies and procedures. Where library policies are concerned, the Library Board works with the Library Director on the implementation of policies and procedures. Any reference in this Policy to the City or City Council shall apply to the Library or Library Board whenever appropriate. Any reference in this Policy to the City Administrator shall apply to the Library Director whenever appropriate.

APPLICATION

In the event any provision of this Policy conflicts with any collective bargaining agreement, City of Mineral Point Police Department Policies, City ordinance, state or federal law, administrative rule, or rules adopted by the Library Board, those terms and conditions prevail. In all other cases, the provisions of this Policy shall apply.

In the event of the amendment of any law, ordinance, or rule incorporated into this document or upon which these provisions rely, these rules shall be deemed amended in conformance with those changes.

Disagreements over the interpretations of this Policy should attempt to be resolved by the City Administrator. Where a difference of interpretation occurs regarding the Policy, the interpretation of the Mayor or City Council shall prevail. No other terms or conditions of employment are herein implied. The City reserves the right to set or modify any wages, benefits, hours of work, and conditions of employment, consistent with applicable law.

The statements or provisions outlined in this Policy are not a guarantee of City employment. This Policy is not, nor is it intended to be, construed as an employment contract.

The City reserves the right to revise the Policy at any time.

ORGANIZATIONAL STRUCTURE

The ultimate decision concerning policy in the city resides by law with the City Council under the leadership of the Mayor. The City Administrator is the primary professional advisor to the Council and head of the management team. Department Heads are members of the management team and report to

the City Administrator. The Police Chief reports to the Mayor. This organizational structure is a means of establishing orderly lines of organization and communication to promote effective and efficient services.

All staff members and Department Heads shall be responsible to the Council and/or Library Board and the Mayor through the City Administrator/Library Director. Each shall refer matters requiring administrative attention to his/her Department Head, who shall refer such matters to the next higher authority, when necessary, and through the Administrator/Library Director to the appropriate committee, Library Board, or Mayor. Each employee is to keep their Department Head informed of the employee's activities by whatever means the Department Head deems appropriate. If that employee has any questions, opinions, or suggestions about the information contained in this Policy or about any other aspect of his/her job, then those questions, opinions, or suggestions must be directed through the organization's lines of communication.

Any employees who receive directives or requests from any individual citizen, business representative, or elected or appointed official are to immediately report such directive or request to the employee's Department Head. No specific directives or requests from such persons are to be fulfilled unless permission to do so is given by the employee's Department Head.

Generally, if an employee has a problem with another employee or City official, then the employee is encouraged to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, then the employee must address the problem through the employee's Department Head and onward through the organization. In some cases, the employee's Department Head may decide to refer the problem through the organization where it can be addressed by another Department Head or the City Administrator/Library Director. If an employee feels harassed by another person based on the employee's protected status, then the employee is directed to follow the harassment reporting procedures in this Policy.

EQUAL OPPORTUNITY EMPLOYMENT

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The City will not discriminate against any employee or applicant for employment in any manner in violation of Federal or State law, including but not limited to, an employee's or applicant's race, color, creed or religion, sex or sexual orientation, marital status, unfavorable discharge from the military (except dishonorable discharge), national origin, age, physical or mental handicap or disability, veteran status, membership in the National Guard of Reserves, arrest or conviction record (except as allowed by law), use or nonuse of lawful products off City property during non-working hours, or any other status protected by law.

Any employee who has a problem or concern in any matter relating to equal employment opportunity should discuss it as soon as possible with the employee's Department Head or the City Administrator/Library Director.

EMPLOYEES WITH DISABILITIES

The City complies with the provisions of the Americans with Disabilities Act (ADA) and the disability provisions of the Wisconsin Fair Employment Act (WEFA). Employees with a disability under those laws who need a reasonable accommodation related to their employment should provide the City with such a request in writing to their Department Head or the City Administrator/Library Director.

LIGHT DUTY

The City provides light-duty assignments only for conditions that are governed under Wisconsin's Worker's Compensation law and on a case-by-case basis, taking into account the nature of the condition and the availability of work.

To be considered for light duty, an employee must have the potential to return to the employee's original job at some point in the future. Light-duty jobs are not permanent and will be limited in duration.

UNLAWFUL HARASSMENT

The City is committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. The City will not tolerate any form of unlawful harassment with regard to an individual's race, color, religion, creed, sex, sexual orientation, pregnancy, national origin, ancestry, age, disability, marital status, arrest or conviction record, veteran status, or any other protected characteristic by an employee, elected official, or third-party. Violations of this policy will not be tolerated and may lead to disciplinary action, up to and including termination.

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. Examples of sexual harassment include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of obscene materials; physical contact such as patting, pinching or brushing against someone's body; or physical assault of a sexual nature.

Any behavior is considered unlawful harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term

- or condition of an individual's employment;
- 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Reporting:

Any employee who becomes aware of an incident of unlawful harassment, whether as a victim, witness, or as someone with knowledge, must report the incident to a department head, City Clerk, City Administrator, or the Mayor.

If an employee is the victim of unlawful harassment, the City encourages the employee to first communicate directly with the alleged harasser to let that person know his or her behavior is unacceptable, offensive, or inappropriate. However, it is not required that an employee do so.

Upon receipt of an allegation of unlawful harassment, the City will promptly investigate the matter and take appropriate remedial action. Any employee who violates this policy may be subject to disciplinary action, up to and including discharge. Any elected official or third-party who violates this policy will be addressed as appropriate.

The City will conduct its investigations in a discreet manner and proceed with due regard for the privacy of the individuals involved; however, the City cannot guarantee confidentiality. The City will not retaliate against an employee who reports a violation of this policy or participates in the investigation of such violation. It is the City's policy to encourage discussion of such matters to help protect others from being subjected to similar unlawful behavior. If, after investigating any complaints of harassment or unlawful discrimination, the City determines that the complaint is not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

DISCIPLINE & GRIEVANCE PROCEDURE

DISCIPLINE

Discipline may result when an employee's actions do not conform with generally accepted standards of good behavior, when an employee violates a policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the City. Disciplinary action may be taken by the Department Head or the City Administrator, depending on the circumstances of the case. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The City reserves the management right, in its sole discretion, to take disciplinary action as may be appropriate to the particular circumstances.

PROCESS

The following are the steps in the discipline process:

1. **First offense:** Oral Warning
2. **Second offense:** Written reprimand and warning.
3. **Third offense:** Suspension. For non-exempt employees, the suspension shall range from 1-5 days, depending on the nature of the offense, without pay. For exempt employees, the suspension will be for a full week or may entail the loss of vacation pay
4. **Fourth offense:** Discharge

Depending upon the nature of an offense and the employee's disciplinary history, any step in the disciplinary sequence may be omitted.

These important factors will be considered in all applications of disciplinary actions:

1. The seriousness of the offense.
2. The employee's past record.
3. The circumstances surrounding the particular case.

REASONS FOR DISCIPLINE

The following rule violations will be reasons for disciplinary action, which are not all inclusive or limited to those listed.

1. Ignoring safety rules or common safety practices.
2. Violation of city policies and/or procedures.
3. Failing to cooperate with others.
4. Substandard quality or quantity of work.
5. Failure to complete assignments promptly and/or accurately.
6. Running, scuffling, throwing articles, horseplay or disorderly conduct of any kind.
7. Failing to report occupational injury promptly to Department Head, whether medical attention required or not.
8. Unauthorized soliciting of funds or distribution of literature on City property. Unauthorized posting or removal of notices, signs or writing in any form on bulletin boards, or City property at any time.
9. Unexcused or excessive tardiness or absence.
10. Failure to represent City in a positive and professional manner during working hours.
11. Leaving an assigned work area during working hours for any reason without authorization from a Department Head, except for lunch, coffee break and break and going to and from the restroom.
12. Gambling on City property and during City time including the distribution of gambling material.
13. Leaving work before the end of the shift or not being ready to begin work at the start of a shift or working overtime without the permission of a Department Head.
14. Loafing or spending unnecessary time away from the job.
15. Inefficiency, negligence or lack of effort on the job.
16. Unauthorized possession or use of any City property, equipment or materials.
17. Contribution to unsanitary conditions or poor housekeeping.
18. Smoking in unauthorized or restricted areas, including city vehicles.
19. Unauthorized presence on City premises outside of employee's scheduled work hours.
20. Use of City property or time for the personal financial gain of an employee other than the full-time employment as a City employee.
21. Untruthfulness.
22. Harassment of any kind

23. Abusive language or disrespectful behavior.
24. Substantiated complaints by co-workers, Department Heads or members of the public concerning the employee's misconduct or performance.
25. Abuse or inconsiderate treatment of employees or members of the public, or inability to cooperate with Department Heads.
26. Sleeping during working hours.

REASONS FOR DISCHARGE

Violation of any of the following rules, which are not all inclusive or limited to those listed, will be considered adequate reason for discharge for the first offense.

1. Possession, carrying or being under the influence of intoxicating beverages or narcotics on City property.
2. Stealing or attempting to steal property from any individual on City premises, or stealing or attempting to steal property from the City.
3. Bodily assault upon any person, or fighting on City property.
4. Immoral or indecent conduct on City premises.
5. Possession of firearms or any dangerous weapons (or explosives) on City property except as expressly authorized by law.
6. Threatening, intimidating, coercing, or interfering with other employees.
7. Insubordination to Department Head, refusal to perform Department Head's assignments, or directing abusive or threatening language at any City Department Head, City employee or City representative.
8. Disclosing business information of a confidential or sensitive nature to unauthorized persons, or any action by an employee that might create poor public relations.
9. Falsification of employment application, time cards or other City records.
10. Failure to maintain required certifications, licenses etc. of the position.
11. Fraud committed by knowingly accepting pay for operations not performed or time not worked.
12. Acts of sabotage or other interference with City projects.
13. Defacing City property.
14. Conviction of a felony that is substantially related to the employee's job duties.
15. Absence for three consecutive working days without notifying the Department Head.
16. Inciting other employees to riot.
17. Participating in an unauthorized work stoppage or slowdown or interfering with production
18. Unsafe operation of equipment in a negligent manner or destruction of City material or property or the property of fellow employees.
19. Use of keys issued to City employees for purposes other than for work related activities.
20. Untruthfulness.
21. Harassment of any kind
22. Abusive language or disrespectful behavior.
23. Substantiated complaints by co-workers, Department Heads or members of the public concerning the employee's misconduct or performance.
24. Abuse or inconsiderate treatment of employees or members of the public, or inability to cooperate with Department Heads.

GRIEVANCES

Purpose

This policy is intended to comply with Section 66.0509 of the Wisconsin Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5) Wis. Stats. An employee may appeal any level of discipline under this grievance procedure.

Nothing in this procedure is intended to create a legally binding contract or to change the at-will nature of employment with the city, as the city reserves its management rights to exclusively manage its operations in the best interest of the taxpayers of the City.

Employment with the city is voluntarily entered into and employees are free to resign at any time with or without cause. Similarly, the city may terminate the employment relationship at will at any time for any reason or no reason, provided there is no violation of applicable federal, state, or local law. Issues not covered under the grievance procedure should be discussed first with your Department Head. Subsequently, the issue may be discussed with the Department Head and finally the City Administrator.

Definitions

"Grievance" is defined as any disagreement between this employer and an employee arising out of that employee's termination or discipline, or arising out of a decision concerning workplace safety. A grievance is not valid for any other purpose and shall not include the following items:

- Placing an employee on paid administrative leave pending an internal investigation;
- Counseling, meetings or other pre-disciplinary action;
- Actions taken to address work performance, including use of a performance improvement plan or job targets;
- Demotion, transfer or change in job assignment for non-disciplinary reasons; or
- Other personnel actions taken by the employer that are not a form of progressive discipline.

"Employee termination" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:

- Voluntary resignation;
- Layoff or failure to be recalled from layoff at the expiration of the recall period;
- Retirement;
- Job abandonment, "no-call, no-show", or other failure to report to work; or
- Termination of employment due to the inability to perform the essential functions of the job with or without reasonable accommodations, lack of qualification or license, or other inability to perform job duties.

"Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

GRIEVANCE PROCEDURE

Informal Resolution

Employees should first discuss complaints or questions with their Department Head. Every reasonable effort should be made by Department Heads and employees to resolve any questions, problems, or misunderstandings that have arisen before filing a grievance.

Formal Resolution

a. **Form:** Any written grievance filed under this policy must contain the following information:

- The name and position of the employee filing it,
- A statement of the issue involved,
- A statement of the relief/remedy sought,
- A detailed explanation of the facts supporting the grievance; Include any and all known events, actions, dates and witnesses underlying the employee's termination or discipline, or decision concerning workplace safety.
- The date(s) the event(s) giving rise to the grievance took place,
- The identity of the policy, procedure or rule that is being challenged;
- The steps the employee has taken to review the matter, either orally or in writing, with the employee's Department Head; and
- The employee's signature and the date.

b. **Burdens:** The employee must establish, by a preponderance of the evidence that the employer acted arbitrarily and capriciously in terminating or disciplining the employee or in regards to workplace safety. If the employee is successful in such a showing, a rebuttable presumption arises that the grievance is sustained. The burden then shifts to the employer to show, by a preponderance of the evidence, that it had a rational basis for any termination, discipline, or decision concerning workplace safety. If the employer is successful in such a showing, the burden then shifts back to the employee to establish, by a preponderance of the evidence, that the rational basis established by the employer is merely pretext for acting arbitrarily and capriciously.

c. **Procedure**

Step 1: Written Grievance Filed with the Department Head. The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the City Administrator, who shall conduct the Step 1 investigation.

Step 2: Review by City Administrator. If the grievance is not settled at Step 1, the employee may appeal the grievance to the City Administrator within five (5) business days of the receipt of the decision of the Department Head at Step 1. The City Administrator or his/her designee will review the matter and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance.

Step 3: Impartial Hearing Officer. If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the City Administrator's decision, a request for review by an impartial hearing officer. The City of Mineral Point shall select the impartial hearing officer. The hearing officer shall not be a City of Mineral Point employee. The impartial hearing officer will determine whether the City acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision. The impartial hearing officer shall be strictly confined to determining whether the employer had a rational basis for the termination, discipline, or decision concerning workplace safety. If the impartial hearing officer determines that the employer acted arbitrarily and capriciously in regard to an employee's termination or discipline, or decision concerning workplace safety, the hearing officer will communicate with the parties to engage in conciliation concerning what remedy is appropriate, or, if such fails, will order a remedy for the termination, discipline, or decision concerning workplace safety. The impartial hearing officer shall render a written decision as soon as possible to both the employer and the employee.

Step 4: Review by the Governing Body. If the grievance is not resolved after Step 3, the employee or the City Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For Library employees, the appeal shall be filed with the Library Board. For all other employees, the appeal shall be filed with the City Council.

The City Council/Library Board shall not take testimony or evidence; it shall examine any records produced at the hearing before the impartial examiner and determine whether a rational basis exists for the examiner's written decision. Findings of fact shall be upheld unless they are clearly erroneous. The Council shall not conduct a de novo hearing, nor substitute its judgment for that of the hearing examiner. The City Council/Library Board shall decide the matter by majority vote and this decision shall be final and binding.

d. **Time:** An employee may not file or process a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved.

e. **Compensation:** An employee will not be compensated for time spent in processing his/her grievance through the various steps of the grievance procedure.

f. **Costs:**

1. Any fees, costs, or expenses charged by the impartial hearing officer, if any, shall be borne equally by the employer and the employee. Either the employer or the employee may request a transcript of any proceedings and shall bear such cost individually. However, if both the employer and the employee desire a transcript of any proceeding, the cost shall be borne equally.
2. The expenses relating to the use of employee and non-employee witnesses shall be borne by the party at whose request such witnesses or depositions are required. Any aggrieved employee time spent on the hearing or any proceeding shall be unpaid. To the greatest extent practical, the employee must provide at least three (3) weeks' notice of their intent to utilize a current employee at a proceeding so that the employer and current employee can make the appropriate scheduling arrangements.

3. Any and all attorneys' fees which may result from proceedings held under this written procedure shall be borne exclusively by the party retaining the attorney. Either the employer or the employee may retain the services of an attorney at any stage of the proceedings.

EMPLOYMENT STATUS

NATURE OF EMPLOYMENT

Except as specified in a valid collective bargaining agreement or an individual employment contract, or as otherwise provided by law, City employment is "at-will." This means an employee may be terminated with or without cause or with or without notice at any time, at the option of either the employee or the City. This Policy does not modify or limit the employment-at-will relationship.

EMPLOYEE CLASSIFICATIONS

An employee is defined as a person who works for the city for compensation in the form of wages or salary and excludes unpaid volunteers, elected officials, independent contractors, and persons appointed to serve on boards, commissions, or committees.

Each employee is classified as full-time, part-time, limited part-time, casual, substitute, or seasonal. This classification is maintained in an employee's record and determines his or her eligibility for employee benefits. A temporary change of hours, normally of less than one month duration, does not affect an employee's classification. Worked hours will be reviewed periodically to verify the accuracy of an employee's employment classification. If reclassification is necessary, the employee will be notified. Please see the City Administrator regarding questions as to classification.

The classifications are defined as follows:

Full-Time: An employee who is normally scheduled to work a regular work week of forty (40) hours, fifty-two (52) weeks per year less authorized paid time off. A full-time employee is eligible for those benefits described in this Policy.

Part-Time: An employee who is normally scheduled to work less than a regular work week of forty (40) hours per week, but at least twenty (20) hours per week, fifty-two weeks per year less authorized paid time off. Part-time employees are not eligible for the employee benefits set forth in this Policy, unless specifically stated.

Limited Part-Time: An employee who is normally scheduled to work less than a regular work week of twenty (20) hours per week, fifty-two (52) weeks per year. Limited part-time employees are not eligible for the employee benefits set forth in this Policy, unless specifically stated.

Seasonal: An employee in the service of the City on a temporary basis for fewer than 52-consecutive weeks and fewer than 1,200 hours in any given twelve (12) month period and are not eligible for benefits.

Casual Employees: An employee who does not have regular or systematic hours of work or an expectation of continuing work. A typical casual employee is employed on a daily basis when the need arises. Casual employment is occasional or incidental employment that occurs irregularly.

Substitute Employees: An employee who is employed in the absence of other employees to fill in for the absence. A typical substitute employee is employed when the need arises for the duration of and for the purpose of addressing the need.

HOURS OF WORK, ATTENDANCE, AND PAY POLICIES

OFFICE HOURS

Regular office hours for City Hall are Monday – Friday from 8:00 a.m. – 4:30 p.m., with the exception of summer hours from the week of Memorial Day through the week of Labor Day. Summer Hours are Monday – Thursday from 7:30 a.m. – 5:00 p.m. and Friday from 7:30 a.m. – 11:30 a.m.

Streets Department standard shift is 7:00 a.m. to 3:30 p.m., Monday through Friday during the winter months, and 6:00 a.m. to 4:00 p.m. Monday through Thursday, during the spring, summer, and fall months. Shifts are subject to seasonal and weather impact changes.

Parks Department and Water/Waste Water Treatment Department standard shift is 7:00 a.m. to 3:30 p.m.

WORK HOURS

The normal work week for full-time City employees is forty (40) hours on a schedule maintained by the individual Department Heads. All work schedules and all changes in work schedules must be approved by the City Administrator before such schedules or changes are implemented.

All employees are expected to report for work on their assigned work day or shift on time and to remain at their place of work until the end of the assigned work day or shift. It is the responsibility of each Department Head to ensure that their employees report to work on time and work for the assigned period.

Due to the changing nature of a municipal service organization and the demands placed upon it, the City reserves the right to alter work schedules at any time, to improve the quality of services provided by the City. Please contact the City Administrator to request temporary changes to work schedules.

Police Department employees may have different hours, and the hours for represented employees are specified in the applicable collective bargaining agreement.

ATTENDANCE

Regular attendance is required of every City employee. It is the employee's responsibility to be on the job on time each day, ready to work, to return on time from scheduled breaks and lunch breaks, and to remain working until the end of the scheduled shift. Although there are justifiable reasons to take off from work, employment assumes the availability for work and excessive absenteeism and/or excessive tardiness will lead to discipline, including discharge.

Reporting: If an employee must be absent or late on any work day, he or she is to notify their Department Head or his/her designee as early as possible, but no later than the employee's scheduled start time that

day. Unless approved by a Department Head, an absence will be considered an unexcused absence, and each scheduled work day that an employee is absent or late is a separate incident. Unexcused absences from work for three consecutive scheduled work days without calling in or notifying the employee's Department Head is considered a voluntary resignation. Exceptions may be granted for a valid reason.

UNPAID MEAL PERIODS

Full-time non-exempt employees under the Fair Labor Standards Act may take a 30-minute, unpaid meal period away from their workstation during the workday. Any request for changes in the length of meal periods must be made and evaluated in the same manner as alternate work schedules. The time at which meal periods are to be taken shall be determined by the Department Head. Meal periods shall be scheduled so as not to interrupt services as needed.

BREAK PERIODS

Unless otherwise specified by contractual agreement, full-time employees shall be granted two (2) paid rest periods during each eight (8) hour workday not to exceed fifteen (15) minutes each, with each such rest period occurring whenever possible, approximately in the middle of each half of the workday. The time at which these rest periods are to be taken, shall be determined by the Department Head.

Paid rest periods must be taken in the immediate area of work. Employees may not travel to another work site or City building to take break time. Paid rest periods are not to be considered or used as a meal period.

Part-time employees shall be granted a paid rest period not to exceed fifteen (15) minutes, provided they are scheduled to work at least a four (4) hour block of time during the work day. Rest periods for part-time employees shall be governed and administered in the same manner as rest periods for full-time employees.

PAY PERIODS/TIME RECORD

The pay period for city employees is bi-weekly and by way of direct deposit only. Payroll is prepared and distributed on the Friday following the two-week pay period. Salary or wage advances are prohibited.

Online bi-weekly time sheets are to be kept for each employee, and Department Heads should familiarize their employees with the use of the time reporting software. Every employee is required to complete a bi-weekly time record in accordance with approved format and record the hours worked, vacation time, sick leave, personal holidays, family leave, compensatory time, and other leave. Employees must submit their bi-weekly time sheet to their Department Head for approval at the conclusion of the work period. The time sheets reflect two weeks starting on Monday and ending on Sunday.

Department Heads must submit their bi-weekly time sheet to the City Administrator or City Clerk for approval after the work period. Under all circumstances, all time sheets must be submitted to the Clerk-Treasurer for processing no later than 10:00 a.m. on the first workday following the conclusion of the work period. Employees whose time records are incomplete or are not received by the payroll deadline will not receive pay for that period until the next pay period. It is the Department Head's responsibility to complete and approve the time record in case an employee is sick, on vacation, or on other approved leave for an extended period. Employees must fill out and sign their own time cards. Failure to do so will result in disciplinary action.

It is an employee's and Department Head's responsibility to accurately report the number of regular hours worked, overtime hours worked, and hours charged to vacation, sick leave or other forms of leave. Employee's should review their paychecks and time records for errors and shall report any mistakes prior to the next payroll period.

OVERTIME

There may be times when it will be necessary for employees to work overtime. At such times, a Department Head will notify employees as early as possible regarding the City's overtime needs. Employees shall work overtime when requested to do so by the City.

There may be times when an employee believes the employee needs to work overtime to complete City work assigned to the employee. In that case, the overtime must be approved in advance by the employee's Department Head. Overtime should be kept to a minimum and shall be utilized to relieve specific, occasional peaks in workloads or emergencies.

The City will compensate non-exempt employees under the Fair Labor Standards Act at one and one-half (1.5) times the regular hourly rate of pay for all hours worked in excess of forty (40) hours per week.

Water and Sewer Utility Employees are compensated at 2 hours straight time each day they work over the weekend. Employees are allowed to flex this time with approval from the department head. This compensation practice is acknowledged to be more generous than the actual time worked at overtime rates (one and one half times the regular wage). If, during a weekend shift, an employee's shift exceeds 1 hour 20 minutes, the employee will notify the department head and City Clerk of actual time worked and will be compensated at one and one half times their regular wage for that shift, if it exceeds 40 hours of actual time worked within the pay period.

COMPENSATORY (COMP) TIME

Non-exempt employees under the Fair Labor Standards Act may receive compensatory time off in lieu of overtime pay at a rate of 1 ½ hours for each (1) hour of overtime worked. Accrual for compensatory time shall be capped at 60 hours. If an employee exceeds 60 hours during a calendar year, he/she shall be paid overtime for those hours. Compensatory time shall be taken when mutually agreed upon between the Department Head and the employee. Any compensatory time not scheduled to be used by December 31st will be paid out in the employee's last paycheck of the calendar year. The City Administrator may permit compensatory time to be carried over.

FLEX TIME

Exempt employees who are required to work beyond their customary working hours are allowed to accrue flex time on a straight-time basis (1.0 times) for hours worked in excess of their customary working hours. Flex time banks may be accumulated up to 80 hours unless additional hours are approved by the Common Council for good cause. Any flex time bank balance that is not used by the end of the year will be forfeited, unless approved for carryover by the City Administrator. Unused flex time will not be paid out. Flex time shall be used under the following conditions:

1. Each Department Head will ensure coverage during each department's core hours of operation.
2. Employees shall be responsible for attending all mandatory department meetings and training.
3. The level of service must be maintained.

4. Assigned work must still be completed in a timely manner.

TIME OFF AND LEAVE OF ABSENCE POLICIES

VACATION

A regular full-time employee shall earn vacation on the basis of 1/12th of the annual vacation allowance for each month of employment based upon the years of service reached by the employee during the year. A month is considered fifteen (15) or more calendar days. Regular full-time employees shall have access to their annual vacation allowance on January 1 each year. New regular full-time employees shall receive the vacation allowance for their first calendar year of employment upon the employee's date of hire. Vacation time may be requested by the hour; 1 day = 8 hours. Vacation is earned on the following schedule:

Start (after June 30)	5 days
Start (before July 1)	10 days
After 1 year	15 days
After 5 years	20 days
After 10 years	25 work days

Vacation time accrues from the beginning of the calendar year and must be used before January 31 of the following year or shall be forfeited. Employees who are unable to, due to circumstances beyond their control, may request to carry-over up to two (2) weeks of vacation. The request must be in writing and made to the City Administrator/Library Director, or in the case of the City Administrator or Library Director to the City Council or Library Board. If the request is granted, the carried-over vacation must be taken on or before June 30 of the carryover year or a later date approved by the City Council or Library Board.

Vacation time for an employee who terminates employment will be prorated and the employee will be compensated for any vacation earned, but not used. An amount representing wages paid for vacation used in excess of the number of vacation days to which the employee would have been entitled will be deducted from the employee's final pay. Any lump sum payment to an employee at termination for accrued vacation shall be only for vacation actually earned and shall be considered "earnings" within the meaning of the Wisconsin Retirement System.

Employees must request vacation time from their Department Head. Vacations will be approved by the Department Head, taking into consideration the City's operational needs, including the time of year, workload, and the availability of other employees to fill in for an absent employee. A Department Head need not approve a vacation request if an employee's absence may impair the City's ability to meet its responsibilities. Department Heads shall inform the Clerk/Treasurer of approved time off.

Personal Time

In addition to vacation time, all full-time employees receive 24 hours of floating personal time per year. This may be used anytime during the year with Department Head approval. Personal Time shall not be carried over into the following year.

HOLIDAYS

Full-time employees shall be entitled to nine (9) paid holidays each year. Part-time employees shall be entitled to pro-rated holiday pay. The paid holidays are:

HOLIDAYS	
New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Veteran's Day	

Holiday pay shall be paid on the first payroll after the designated holiday. Holiday pay shall be computed on the basis of the number of hours in a regularly scheduled work day, not to exceed eight (8) hours per designated holiday.

If any of the above-mentioned full-day holidays fall on a Sunday, the following Monday shall be considered the holiday. If any of the above-mentioned holidays fall on a Saturday, the last regularly scheduled workday shall be considered to be the holiday. If Christmas Eve falls on a Friday, the previous Thursday shall be considered the eve holiday and Friday shall be considered the Christmas Holiday. If Christmas Eve falls on a Saturday, the holidays shall be taken on Friday and Monday. If Christmas Eve falls on a Sunday, the following Monday and Tuesday shall be considered holidays.

An employee must work, or be on an authorized leave of absence, both on the date just before and the date immediately after a holiday to receive paid leave on that holiday. Holiday pay for employees on an authorized leave of absence shall be computed on the basis of the average of the number of hours of paid leave used on the date just before and the date immediately after a holiday.

CALL IN PAY

If a non-exempt employee is called in to work in the event of an emergency occurring outside the employee's normal working hours, as determined by the employee's Department Head, the employee will receive 2 hours at time and a half pay as a minimum for work performed by the employee as a result of the call in and only if the employee is required to report to the onsite work location. The city's decision as to whether an employee should receive the two-hour minimum pay shall be final. Employees are required to perform any call-in responsibilities in the most efficient manner possible in the interests of the city. Employees must respond to calls from the city or as required by the city in a timely manner. When a dept. head provides advance notice of adjusted work hours, this is not considered an emergency call-in.

If an employee is called in on a Holiday, employee will be compensated at two times their normal rate. This only applies for designated holidays.

SICK LEAVE

Paid sick leave is earned by regular full-time and regular part-time employees only. Every eligible employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment that is due to illness, bodily injury, exposure to contagious disease, parental leave, medical and dental appointments, to assist an immediate family member with medical or dental appointments, to

attend the day of surgery for an immediate family member, and when necessary to attend to dependent children who are sick. Other uses of sick time may be approved by the City Administrator and/or the employee's Department Head.

Full-time employees shall accrue sick leave at the rate of eight (8) hours per full calendar month worked (maximum of 96 hours per year) to a total maximum of 1,440 hours. Regular part-time employees shall accrue sick leave at a prorated amount of the rate for full-time employees to a maximum of 1,440 hours. Illness extending beyond earned sick leave will be charged against earned vacation time.

The immediate family consists of the spouse, partner, parent, and/or dependent children. A dependent child is defined as an employee's natural blood-related child, adopted child, step-child, foster child, a child placed in an employee's legal custody, or a child for which an employee is acting as the parent in place of the child's natural blood-related parent. The child must be under the age of 18 or if over the age of 18, incapable of self-care due to a mental or physical disability.

Sick leave is approved on an individual basis by the employee's Department Head. Employees who call in sick must contact their Department Head before the start of their workday. If it is determined that no effort was made by an employee to contact their Department Head, the City Administrator, or the City Clerk-Treasurer of their sick leave absence, the leave will be charged against vacation time.

The City may require a healthcare provider's certificate to verify the illness of the employee or immediate family member. Employees must notify their Department Head as soon as they become aware, or at least 30 days in advance, for elective type medical situations (surgeries, procedures etc.) when requesting time off.

If an absence extends beyond three work days, a health care provider's excuse must be provided upon return to work or sick leave will not be paid for days of absence. An employee whose absences are excessive or follow a pattern may be required to furnish such health care provider's certificate for any absence, regardless of length.

PERSONAL LEAVE

The City, in its sole discretion, may grant a leave of absence without pay upon a written request provided to the Administrator outlining the basis for such leave. The leave request must be approved by the employee's department head, administrator, and the Personnel Committee, or the Library Board for library employees.

Unless specified by law, all unpaid leave for medical reasons shall be granted only after all available accrued sick leave, paid vacation, compensatory time, and/or flex time have been utilized.

An employee will be required to submit evidence supporting a request for personal leave. Upon completion of leave for medical reasons, a certificate from a health care provider may be required to demonstrate that the employee is fit to return to work without physical limitations which prevent the employee from performing the essential functions of the employee's job. The City may require that an employee undergo an appropriate examination to determine fitness to return to work. If the examination cannot be provided under the current group health care plan, the City will assume the cost.

BEREAVEMENT LEAVE

Employees shall be granted (3) days paid leave of absence in the event of a death in the employee's immediate family. Bereavement leave pay shall be calculated on the basis of the number of hours the employee would normally be scheduled to work. Employees must notify their Department Head as soon as possible when a death in the family occurs so that alternate work arrangements can be made.

Because the death of either a spouse, mother, father or child may have long lasting effects, circumstances under these conditions may require employees to be away from work for a longer period than three (3) days. Employees should be encouraged to openly communicate with their Department Heads in order for the city to accommodate employees. Employees may be granted (1) day paid leave of absence to attend the funeral of a person in their non-immediate family or at the discretion of the City Administrator.

For purposes of bereavement leave, immediate family includes the following:

Parent (including step)	Brother-in-Law	Father-in-Law
Mother-in-Law	Sister-in-Law	Spouse
Sibling (including step)	Child (including step)	Grandparent
Grandchild	Domestic Partner	

Non-immediate family includes the following:

Uncles	Aunts	Nieces
Nephews		

PARENTAL LEAVE POLICY

Effective February 1, 2021, all City of Mineral Point employees who meet the eligibility criteria and have a qualifying event, shall receive 8 weeks (prorated for less than 1.0 FTE) of non-paid parental leave once per year. The purpose of this leave benefit is to provide employees additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their personal obligations. Employees may utilize their sick leave, vacation, compensatory time, and flex time to make the parental leave paid in full or in part. Please see the City Clerk-Treasurer for definitions and procedure.

NURSING MOTHERS

The city provides a supportive environment to enable mothers to express their milk during work hours. Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:

- Reasonable break time to express milk during work hours. Such break time will be provided each time the employee needs to express milk for up to one year after the child's birth. Breaktime that may be needed beyond the usual break times may be unpaid if permitted by state law, or the employee may elect to use vacation or make up the time as negotiated with management.
- A private room to express milk will be provided. The room will be private and clean and have an electrical outlet. The room location will be identified through a discussion with the employee's department head.

Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm, for any reason, including improper storage, refrigeration, and tampering. It is expected that

nursing mothers will provide their own equipment for expressing milk, including breast pump and containers. Employees who wish to express milk during the work day shall keep Department Heads informed of their needs so that appropriate arrangements can be made for the employee and the city.

JURY DUTY OR WITNESS LEAVE

Employees summoned for jury duty or to appear as a witness in a legal proceeding on a scheduled work day shall receive their regular pay during the period of their absence, provided the employee shall remit to the City an amount equal to the compensation paid for being a juror or witness, excluding mileage and parking. Employees shall notify their Department Head immediately upon receipt of such a summons. Employees are considered to be a witness only when not a party and compelled to attend by subpoena. An employee's status for the purpose of determining seniority, status, responsibility, and salary shall be unaffected by jury duty or witness leave. Employees required by subpoena to appear as a witness in any legal proceeding that arose out of or related to their duties as a City employee shall be paid for such time, even if that time is outside normal work hours.

MILITARY LEAVE

The City complies with all federal and state laws regarding the rights of employees and elected officials who enter active duty.

BLOOD DONATION LEAVE

A reasonable amount of time off without loss of pay will be granted an employee who is asked or chooses to donate blood.

VOLUNTEER FIRE & EMS LEAVE

All Employees who are volunteer members of the Mineral Point Fire Department or Mineral Point Rescue Squad generally shall be entitled to leave with pay for work that is missed during the period of time necessary to respond to a fire or emergency call when the pager goes off. However, Department Heads may, in their discretion, refuse to permit an employee to respond to a call if efficient or safe City operations would be compromised by the Employee's absence.

VOLUNTEER LEAVE

Employees who have accrued 80 hours of sick leave may utilize up to eight (8) hours of sick leave per year to participate in volunteer activities without loss of pay, with the approval of the City Administrator. Volunteer leave may be used for volunteer activities with a 501(c)(3) nonprofit organization, school or school booster club, a non-partisan election purpose (such as observing or working an election), or other community organization approved by the City Administrator.

Volunteer leave may not be used for any of the following:

- Political purposes
- Religious purposes where the only recipients of the service are the constituents of the religious entity (e.g. painting and maintenance of a church building, evangelism, serving on the church board, etc.); this restriction does not include an event that has a connection to a religious organization but the purpose is to meet human, environmental, or public safety community needs (e.g. food pantry, soup kitchen, clothing drive, etc.).
- An organization that discriminates based on creed, race, color, national origin, religion, age,

disability, sex, gender identity, sexual orientation, marital status, pregnancy, or any other legally protected classification.

SICK LEAVE DONATION PROGRAM

The purpose of the Sick Leave Donation Program is to permit an employee to donate sick leave to another employee. This program permits such a donation to occur when an employee has a need for additional paid leave because they have exhausted all paid leave and have a serious medical hardship, are on parental leave, or have a catastrophic illness or injury. The employee's need may arise from his or her own serious medical hardship or catastrophic illness or event, has experienced the loss of an immediate family member, or has a need to care for a family member (including a spouse, child, or parent), who has a serious medical hardship or catastrophic illness. This program is not intended to cover an employee who has a common illness, has an illness or injury covered by workers' compensation, or has incurred injury during the course of committing a felony or other unlawful act. Similarly, this program is not intended to provide leave to any employee who has previously abused any paid leave.

Recipient Eligibility:

To be eligible to receive donated sick leave, an employee must:

- Provide documentation for non-work related, seriously incapacitating illness or injury as certified by a health care provider for self or member of the immediate family OR, has suffered the loss of a spouse or child OR, has suffered a catastrophic event OR, is on Parental Leave;
- Exhausted or about to exhaust all paid time off.
- Not have offered anything of value in exchange for the leave donation.

Employees are ineligible to use this program during any disciplinary suspensions or if they are receiving, or have applied to receive, workers' compensation benefits.

Donor Guidelines:

- The donation of sick leave is strictly voluntary.
- Banked sick leave cannot be used for a donation.
- Donor must retain a minimum of 40 hours of sick leave for personal use.
- The maximum donation is 80 hours in a calendar year.
- The Recipient may return unused donations by the end of the calendar year, if not needed. The Donor may not revoke the transaction, even if it has not yet been paid.
- Employees cannot borrow against future sick leave.
- Employees who are currently on an approved leave of absence cannot donate sick leave.
- NOTE: these payments are to be considered wages, and therefore taxable income to the recipient. The IRS has also ruled that the donating employee realizes no income and incurs no tax-deductible expense or loss, either upon donation or payment to the recipient.

Administrative Responsibilities:

- Prior to the first donation(s) to an employee, the City Administrator will verify the eligibility of the named recipient (i.e. employee status).
- The City Administrator will notify the Mayor of all requests to donate sick leave, and the approval or denial of the request(s).
- Sick leave will be donated using the "Sick Leave Donation Form." Donated sick leave will be transferred from the donor's sick leave account to the recipient's sick leave account. The donation of sick leave is on an hourly basis, without regard to the dollar value of the donated or used leave.

EMPLOYEE BENEFITS

HEALTH AND DENTAL INSURANCE

The city provides group health and dental insurance to eligible employees. Insurance is effective on the first of the month following an employee's start date. Plan details are outlined in separate plan documents issued when an employee becomes eligible to participate; additional copies are available from the Clerk-Treasurer. The City reserves the sole discretion to determine what insurance and level of benefits to offer. Employees may be required to contribute toward the cost of the monthly premiums as established by the City Council and contributions are payroll deducted.

FLEX SPENDING

Eligible employees can elect to take part in a flex spending account. This plan allows employees to pay for qualified benefits, such as health insurance premiums, medical expenses not covered by the insurance plans, and dependent care costs, with pre-tax dollars. Payments and contribution amounts are subject to the procedures, rules, and regulations of the plan. Plan details are set forth in a separate document issued when an employee becomes eligible to participate and each year during open enrollment. Additional copies of the plan document are available from the Clerk-Treasurer.

DEFERRED COMPENSATION

Employees can participate in a 457(b) Plan offered through Wisconsin Deferred Compensation. Participation in the program is voluntary and 100% funded by the employee's payroll deduction. Plan and enrollment information is available from the Clerk-Treasurer. Employees participating in previously offered plans may continue to utilize their deferred compensation plan. Employees hired after 2025 will only be offered participation in Wisconsin Deferred Compensation Plan.

LIFE INSURANCE

The city provides life insurance for eligible employees at no cost to the employee. The premiums are paid by the city (excluding supplemental premiums) and are effective on the first of the month following 30 days from the date of the qualifying event. Employees must apply within 30 days of eligibility in order to participate. The City provides plan documents when an employee becomes eligible for the benefit; additional copies are available from the Clerk-Treasurer.

SHORT- AND LONG-TERM DISABILITY

The city offers long term disability and income continuation insurance (short-term disability) for eligible employees. Participation in the program is voluntary and 100% funded by employees through payroll deduction. Plan and enrollment information is available from the Clerk-Treasurer.

OPTICAL BENEFITS

Employees shall be reimbursed \$100 per year for vision related expenses.. If not used, the employee may roll the amount to the next year, to a maximum of \$200.

CITY-PROVIDED CELL PHONE OR STIPEND

The City of Mineral Point offers eligible employees the choice of a city-provided and owned cell-phone device, or compensation for using their personal device for work-related activities.

Employees eligible for a city device or compensation for the use of their personal device include:

- Full-time employees who regularly work in the field or away from their department's primary office
- Employees who are considered on-call for emergency, urgent, or weather-related purposes, and/or are generally required to maintain contact with City Staff and Officials at all times
- Police Department employees are subject to the Police Department's policies

City Provided Device

The city will cover the cost of the device and service. Employees who choose to have a city-provided device will not be compensated. If an employee who has chosen a city-owned device would like to change to a personal device, they are responsible for any cancellation fees associated with the change. General personal use of a city-provided device is allowed as long as no additional charges are generated. Improper or Illegal uses are not allowed and employees are liable for any such misuse. Employees are responsible for any unauthorized charges incurred on a city-provided device. Employees are responsible for exercising care in the transport and storage of these phones. Broken, lost or stolen phones must be reported to the employee's supervisor immediately. The device is to be carried at all times outside of work hours by on-call personnel and it is expected that the employee will answer outside of workhours.

Employee Provided Device

The city will compensate eligible employees \$30.00 per month (as a non-taxable benefit), for using their device for work-related activities. The city will not cover any other expense related to the employee-provided phone.

The City Clerk's office will maintain a master list of cell phone numbers for emergency purposes. The personal cell phone numbers of employees will not be given directly to the public. However, it is reasonable to expect that as an employee performs City work on a personal cell phone such as returning customer calls, their personal phone number may become accessible to certain members of the public. It is also reasonable to expect that personal numbers may be shared with contractors or vendors

LONGEVITY

Each full-time employee who has completed five (5) years of employment shall be eligible for an annual longevity bonus, payable on the payday closest to December 1, in the amount of \$50 for each year of service. Those who retire or leave employment in good standing before December 1 may receive a prorated longevity payment.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue insurance coverage under City plans when a "qualifying event" results in the loss of coverage. Under COBRA, the employee pays the full cost of coverage at the group rates plus an administration fee. The City will provide written notice of COBRA rights and obligations when a qualifying event occurs.

TRAVEL REIMBURSEMENTS

Mileage

When an employee must use their personal vehicle to travel as part of their duties from the workplace to a destination other than home, the employee will be reimbursed for authorized travel at the current rate established by the Internal Revenue Service (IRS).

Meals and Lodging

The City of Mineral Point will reimburse employees for meals and necessary overnight lodging. Reimbursements are paid every month upon submission of an Expense Reimbursement Form. Failure to submit a reimbursement request within 60 days of the date the expense was incurred may cause denial of the reimbursement.

- Lodging reimbursement is limited to the rate for a single room/single person at a licensed hotel or motel. When possible, employees must make reservations using a City credit card. Contact the Clerk-Treasurer for advance payment of lodging to ensure proper tax exemption.
- Reimbursement for meals is set at the levels set by the U.S. General Services Administration (www.gsa.gov). Per diem meal rates based on location. Employees must submit an itemized copy of meal bill(s). Alcoholic beverages, smoking materials and drugs will not be reimbursed. Reimbursable meal expenses are for employees only.

Other Travel Expenses and Requirements

Other expenditures that qualify for travel reimbursement include parking, tolls, baggage handling, and necessary equipment rental. Receipts must be attached to the expense reimbursement form. Tickets for driving infractions, unauthorized parking, or other violations will not be paid or reimbursed by the City.

JOB RELATED TRAINING

Employees are encouraged to identify and undertake training that benefits their professional development. Work-related meetings, conferences, training, institutes, seminars, and position-appropriate courses or examinations are eligible to be paid for by the City. Education and training should be brought to the department head's attention during budget preparation. The City will pay for employees' time during authorized training.

WORKER'S COMPENSATION

Employees are covered by the Wisconsin Worker's Compensation Act. The Act provides benefits if a worker, while performing work-related duties or travel, becomes temporarily or permanently disabled, or dies as the result of a work-related injury or disease. Employees must notify their Department Head and the Clerk-Treasurer immediately of any work-related accidents, injuries, or illnesses, and secure any necessary medical attention immediately. An employee may supplement the difference between what the employee is paid through Worker's Compensation benefits and the employee's regular pay with unused and accrued sick leave.

UNIFORM/CLOTHING/FOOTWEAR ALLOWANCE

Upon proof of expenditure, the City will reimburse Streets, Water/Sewer, and Parks employees for expenses related to the purchase of safety-toe boots up to a maximum of \$150.00 per calendar year. Amounts remaining unused at the end of the calendar year may be carried over for use in the succeeding

calendar year, up to a maximum \$300.00.

The City may provide uniforms/clothing for certain employee groups. Uniforms/clothing provided by the City are to be worn while working for the City, but not at other times. Certain employee groups may be granted a uniform/clothing allowance or may be reimbursed for uniform/clothing expenses they incur. If the uniform/clothing is required for the job, the expense will be covered by the department. Uniform/clothing policies and allowances will be approved by the Department Head.

WISCONSIN RETIREMENT SYSTEM

The City participates in the Wisconsin Retirement System pursuant to §40.05, Stats., and the City and employee premium contributions shall be pursuant to State law. Employee eligibility is determined by WRS standards.

SOCIAL SECURITY

Social Security contributions are deducted from an employee's or elected official's pay, whether they participate in the Wisconsin State Retirement Fund or not. The maximum amount of earnings against which the Social Security tax is levied is set by the Congress and usually increases each year. The City matches the amount contributed by each employee or elected official.

EMPLOYEE ASSISTANCE PROGRAM

The City provides access by its employees to an Employee Assistance Program (EAP) to provide information, support, and referral to community resources to them and/or their family members. This program is strictly confidential, and only an EAP coordinator, through written permission of the employee, can give out information obtained by reason of an EAP referral or contact.

EAP coordinators are not social workers or counselors. Their role is to provide support, discuss options about the employee's/family member's concerns, and help to make referrals to resources in the local community.

An employee or family member(s) may seek assistance on their own or a Department Head may encourage the employee to contact an EAP coordinator and/or offer to make arrangements for an appointment with an EAP coordinator of the employee's choice. It is the employee's prerogative as to whether to accept a referral and treatment.

Information regarding the EAP program can be obtained from the Administrator.

SEPARATION BENEFITS

SEPERATION BENEFITS FOR RETIREMENT OR DEATH

Upon separation from employment under the provisions of the Wisconsin Retirement Plan or upon the death of the employee, the following benefits shall accrue to the separated employee or his/her spouse or estate:

Vacation: All vacation earned but not used may, at the employee's option, be included in a single payment at the time of such separation; or be paid out in succeeding normal pay periods, until such funds are exhausted. The amount paid will be a portion of the vacation earned within that year. All vacation requested to be used in the last month of service is required to be approved by the Dept. Head and Administrator.

Sick Leave: Upon retirement, or death of an employee, under the provisions of the Wisconsin Retirement System, an employee who has been employed prior to July 1, 2007 on a continuous full-time or part-time basis for a period of fifteen (15) years, shall be paid for any accrued but unused sick leave, provided that in no case shall this payment exceed 720 hours of pay. The rate of pay will be that in effect on the last day worked by the employee. Payments on behalf of deceased employees will be made under the provisions of Wis. Stat. § 109.03(3).

Deferred Compensation: Upon retirement of an employee, all deferred compensation accrued by that employee, if requested, will be provided to the employee under the requirements of the deferred compensation plan. Employees may elect to remain under the deferred compensation plan even if terminated; however, no additional employee contributions are permitted.

Health Insurance: Retired employees shall be permitted to retain health insurance until the end of the month they retire. Retired employees shall be eligible for COBRA benefits to the extent allowed under state and/or federal law and the terms of the City's health insurance plan.

SEPARATION BENEFITS OTHER THAN RETIREMENT OR DEATH

If an employee resigns from the City of Mineral Point, it is hoped that it will be under pleasant circumstances. The reasons for leaving and future plans should be discussed with the Department Head. A written one-month notice for resignation is requested for exempt and management team positions and two weeks' notice for non-exempt and non-management team positions.

When separation from employment occurs with the city, the vacation benefit outlined above shall be provided to the separated employee who has completed their probationary period. Vacation pay will be included in a single payment at the time of separation under this section.

EMPLOYMENT POLICIES

CODE OF ETHICS/CONFLICTS OF INTEREST

The city expects employees to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between personal interests and those of the organization.

City policy and state law prohibit employees from engaging in the following conduct:

- Threatening or attempting to use or using political influence, or giving or being in any way involved in giving any money or any other thing of value in return for appointment, promotion, transfer, leave of absence, change in pay, or other tangible employment benefits.
- Engaging in political activity by making use of a position to further the candidacy of any person or engaging in political work during regular work hours. Nothing in this section shall be construed to interfere with an employee's right to become a member of a political club, to attend political meetings, to express opinions on political subjects, and to enjoy freedom from all interference in casting their vote.

Questions, concerns, or issues related to this policy should be brought to the City Administrator.

PROBATIONARY PERIOD

Newly hired full-time employees shall serve a probationary period of six (6) months. Newly hired part-time employees shall serve a probationary period until the employee has worked 1,040 hours.

YEARS OF SERVICE

The City Clerk/Treasurer shall determine and record the date an individual began service as a City employee. Years-of-service will be calculated as of an employee's anniversary date and will be used to determine longevity pay, vacation, and other benefits. The date of entry into service as a City employee for a former employee who is rehired or reinstated will be adjusted to reflect a break in service.

DRIVING REQUIREMENTS AND PRACTICES

The following policies cover the operation of City of Mineral Point vehicles, and personal vehicles used as part of an employee's job. The City reserves the right to make specific decisions regarding an employee's ability to drive a City owned vehicle or a personal vehicle as part of an employee's job.

- Employees assigned City of Mineral Point-owned vehicles are to use those vehicles for official business only; The city does not permit personal use of city vehicles.
- Employees shall follow safe driving practices and comply with all federal, state, and local laws governing the operation of motor vehicles and rules of the road. This includes taking all steps to ensure total concentration and safe operation of vehicles. In addition, the following rules apply:
 - Without exception, smoking is prohibited in any City of Mineral Point vehicle;
 - Texting or other use of a cell phone, smartphone, tablet, or other devices is prohibited; Drivers and passengers must keep seat belts on at all times; and
 - Employees must abide by all provisions of the Drug-Free and Alcohol-Free Policy in this Policy.
- Employees must maintain an acceptable driving record, if their positions requires regular driving. Employees who engage in regular driving must report all infractions or violations incurred while driving, whether during work time or personal time, to the City Administrator.

- Employees must get permission from the City Administrator to use their personal vehicle to travel for their job. Personal vehicle use requires insurance coverage as required by Wisconsin law. The City Administrator may request proof of insurance as a condition of approval.
- Employees must notify a Department Head immediately when a City of Mineral Point vehicle is inoperable, unsafe, or damaged.
- Employees are responsible for all City of Mineral Point vehicles that they operate and shall not permit any non-employee to drive them.
- If an employee is involved in an accident, they must:
 - Stay at the scene and turn on the four-way flashers.
 - Immediately contact law enforcement and their Department Head, the City Clerk-Treasurer, or City Administrator.
 - When requested, give their name, address, City of Mineral Point affiliation, and show their driver's license and proof of insurance to the other party and law enforcement personnel.
 - Upon return to work, obtain, and complete all necessary worker's compensation and incident report forms from administration.
- Unless provided with permission from the City Administrator and Department Head, employees are not allowed to park personal vehicles in city-owned Garages, unless it is done as part of their job. Example, clearing a parking lot of snow.

DRUG, ALCOHOL AND TOBACCO/NICOTINE POLICY

The city will maintain a drug-free and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can result if employees are under the influence of drugs, alcohol, or other substances at work.

No City employee or person is allowed to chew, ingest, smoke, vape, consume, or in any other way use drug, alcohol, or tobacco/nicotine products of any nature in City buildings, or any type of city-owned vehicle or equipment while on duty.

Employees must report to work and remain free of drugs, intoxicants, alcohol, narcotics, or any other controlled substance. Employees may be disciplined, up to and including termination, for possession, consumption, manufacture, distribution, dispensation, or use of any drugs, drug paraphernalia, intoxicants, alcohol, narcotics, or any other controlled substance while working in, on, or about City property or premises, in City vehicles, at any time or while on City business at any time. Because prescription drugs and medication can affect an individual's job performance, it is the employee's responsibility to notify the City if the employee is taking prescription drugs or medication that might affect job performance. Such prescription drugs or medication must be given under medical supervision, properly used according to prescribed dosages, and may not interfere with the safe and efficient performance of the individual's job.

Under certain circumstances (such as reasonable suspicion, post-accident/injury, and return to work), the City may require an employee to undergo a drug and/or alcohol test. Depending on the seriousness and circumstances, an employee may be disciplined for testing positive, up to and including termination. At the City's sole discretion, an employee who tests positive for drugs and/or alcohol may be referred to a counseling or rehabilitation employee assistance program, pursuant to the City health insurance plan or at employee expense. Refusal to cooperate in this program may result in discipline, up to and including termination.

Reasonable Suspicion Testing – Required when a Department Head or other trained City representative has reasonable cause to believe that the actions, appearance, or conduct of an employee maybe indicative of the use of a controlled substance. These observations are only valid if made just before, just after, or during working hours. The following applies to reasonable suspicion testing:

1. Whenever reasonably possible, the Department Head should seek a corroborating opinion from another trained Department Head prior to immediately removing the employee from the job and sending the employee for drug and alcohol testing.
2. As soon as practicable, the employee will be escorted to the collection site for drug and/or alcohol testing. The Department Head will wait at the clinic or law enforcement center with the employee until the breath test has been completed or the urine or blood test has been taken. After the Reasonable Suspicion Determination is made, the alcohol test must be completed within eight (8) hours and the drug test must be conducted within twenty-four (24) hours or the Department Head must complete a report explaining why.
3. Once the alcohol testing has been completed and a positive test result has been achieved (0.02 percent or above), the employee will not be permitted to drive his/her own vehicle home. The employee must make alternative transportation arrangements in order to leave the collection site or employment site. The Department Head may, but is neither required nor encouraged to drive the employee home under this policy.
4. If a blood alcohol or urine test has been administered, the employee will be placed on administrative leave without pay pending receipt of the test results. The employee may use accumulated vacation, compensatory time, or sick days in place of the administrative leave. In the event of a negative test, the employee will be credited with the amount of vacation, compensatory time, or sick days used. To process these tests usually takes twenty-four (24) to forty-eight (48) hours. The Clerk will contact the employee or employer once the results are known.
5. Once the test has been completed and the employee has been sent home, the Department Head must submit a written report to the City Administrator outlining, in detail, the event and the behavior observed that led the Department Head to believe the employee was under the influence of alcohol and/or drugs. This report must be done within twenty-four (24) hours of the testing. This report will assist the Department Head and the City Administrator in assessing the appropriate discipline to be considered.
6. The test results will be sent directly to the City Administrator. The City Administrator will then meet with the employee's Department Head to determine the appropriate course of action to be taken in accordance with this Policy. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a Department Head must not discuss the suspected reason for a referral or discipline action with anyone who does not need to know.

In the event that the employee undergoing the testing is City Administrator, all reports and test results will be submitted to the Mayor.

Post-Accident/Injury Testing – Employees subject to post-accident testing shall remain readily available for such testing or may be deemed by the City as having refused to submit to testing. The alcohol breath test must be administered as soon as possible, but no later than eight (8) hours following the accident. The drug test must be administered within thirty-two (32) hours of the accident. If these criteria are not met, the Department Head will complete a report explaining why and submit it to the City Administrator.

As soon as practicable following an accident involving a City vehicle, the City shall test the employee driver for alcohol and controlled substances in the following situations:

1. The accident involved the loss of human life;
2. The accident involved property damage exceeding \$2,500.00; or
3. The employee received a citation for a moving traffic violation, and
 - (a) Bodily injury is incurred requiring a person to immediately receive medical attention away from the scene of the accident; or
 - (b) One or more motor vehicles incur disabling damage as a result of the accident and have to be towed away from the scene.

As soon as practicable following any accident involving lost time from work or requiring medical treatment away from the scene of the accident, the City shall test the employee for alcohol and/or controlled substances.

Return to Work/Follow-up Testing - Employees who have tested positive and have been placed on administrative leave will undergo Return to Work alcohol and/or controlled substance testing. The result must be an alcohol concentration of less than 0.02 and a verified negative result for controlled substance use. The employee will also have to be evaluated to determine the Employee's fitness for duty.

Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employee will be given at least six (6) unannounced random tests during the twelve (12) month period after returning to duty. There will also be the possibility of follow-up testing for up to sixty (60) months after the employee returns to duty.

The Department of Transportation (DOT) requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license (CDL). These regulations include detailed procedures for using drug testing and breath alcohol testing of employees in safety-sensitive positions (employees with CDL licenses). Federal law prohibits employees whose work duties require a CDL from engaging in the following conduct:

- Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater;
- Being on duty or operating a commercial motor vehicle while possessing alcohol, or using alcohol while performing safety-sensitive functions;
 - Federal Regulations include non-prescription and prescription medications containing alcohol in the substances banned from use or possession in the workplace. Employees should not report for duty while using or possessing prescription medication if such medication contains any measurable amount of alcohol.
- Performing safety-sensitive functions within four (4) hours after using alcohol;

- Using alcohol within eight (8) hours following an accident, if the employee was required to be tested, unless an earlier test results in a reading of less than 0.02;
- Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when using any controlled substance, unless the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle;
- Reporting for duty, remaining on duty or performing a safety-sensitive function if the employee tests positive for controlled substances; or
- Refusing to submit to any alcohol or drug testing required by this Policy.

“Safety-sensitive function” means any of the following on-duty functions:

- All time waiting to be dispatched;
- All time inspecting, servicing or conditioning any commercial motor vehicle;
- All driving time, i.e., all time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle;
- All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; or
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

In addition to testing for reasonable suspicion, post-accident/injury, and return to work, employees whose work duties require a CDL license shall be tested for prohibited substances and alcohol in the following circumstances:

- Pre-employment – Pre-employment testing shall be required after a conditional offer of employment has been made. A positive test or refusal to undergo the testing will result in disqualification from further consideration for employment.
Random Testing – Random testing will be conducted just before, during, or after an employee’s performance of safety sensitive duties. The employee will be randomly selected for testing from the “pool” of employees subject to testing. The testing dates and times are unannounced and will occur with unpredictable frequency throughout the year. Fifty percent (50%) of the average number of safety sensitive positions shall be tested on an annual basis. The City reserves the right to increase or decrease the minimum annual percentage for random testing based on the Federal Regulations implementing drug and alcohol testing in the transportation industry. Under this selection process, each employee will have an equal chance of being tested each time selections are made. As a result, some employees may be tested more than once each year, while other employees may not be tested at all.

EMERGENCY CLOSINGS

When an emergency, such as severe weather, fires, power failures, etc., requires the closing of a City of Mineral Point facility and stopping operations, employees may elect to use vacation, sick time, comp. time, or a floating holiday to cover lost hours. The closure of a facility does not necessarily require that City operations cease and employees may be asked to work remotely, or in another location or role. If employees cannot report to work due to weather, they may substitute accrued time to compensate for

hours not worked; otherwise, the time off will be unpaid.

EMPLOYEE CONDUCT

To ensure orderly operations and provide the best work environment, the City expects employees to conduct themselves at all times in a manner that is respectful and protects the interests and safety of all employees and the organization. This Policy cannot address every conceivable circumstance that may arise. The City reserves sole discretion to determine when certain behaviors, conduct, decisions, etc. are inappropriate, even if they are not expressly prohibited or addressed in this Policy. The consequences for any infraction will depend on all relevant circumstances and may include discipline or termination as the City determines appropriate.

Corrective Action: The purpose of corrective action is to eliminate inappropriate conduct, violation of policies, improper behavior, or performance problems. Corrective action may include, but is not limited to, completing after-action reports, oral or written warnings, suspensions without pay, work restrictions, job transfers, termination, or any other form of discipline, counseling, or correction deemed necessary under the circumstances. The specific measures taken will depend upon the nature and severity of the conduct and the surrounding circumstances.

GIFTS & GRATUITIES

Municipal Code 1.08: No City employee or official shall receive or offer to receive, either directly or indirectly, any gift or gratuity in excess of \$25 or other things of value from any person who:

1. Has or is seeking to obtain contractual or other business or financial relationships with the City or City Council;
2. Conducts operations or activities which are regulated by the City or City Council;
3. Has interests which may be substantially affected by the City or City Council

EMPLOYEE INFORMATION

Employees must notify the Clerk-Treasurer of any change in their personal information, including any changes in name, mailing or email address, phone number, marital status, dependents, beneficiary designations, and emergency contact information within five (5) working days of the change.

NEPOTISM

Members of an employee's "immediate family" will be considered for employment solely on the basis of qualifications and pursuant to the hiring processes applicable to all potential applicants for a City job. Immediate family members of current employees may not be hired if that employment would:

1. Create a supervisor/subordinate relationship with a family member;
2. Create the potential for an adverse impact on work performance; or,
3. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy also applies to assigning, transferring, or promoting an employee.

No employee may use the employee's position to bring about the employment or promotion of a member of the employee's family.

No employee may participate in any final decision in any employment matter involving an employee who is a family member.

For purposes of this policy, "immediate family" is defined as: spouse; child by blood or adoption; spouse's child; sibling; parent or parent-in-law; brother- or sister-in-law; uncle, aunt, niece, nephew, or spouse thereof; grandparent or grandparent-in-law; and fiancé or fiancée.

MUNICIPAL PROPERTY

The City does not permit:

- Unauthorized or inappropriate use of City property for personal purposes, including the use of vehicles, offices, telephones, cellular phones, radios, computers, photocopiers, and other office and communications equipment;
- Unauthorized possession, removal, or sale of City property or the property of a City official or employee;
- Unauthorized use, lending, borrowing, or duplication of any key or key fob providing access to City property and equipment;
- Unauthorized entry to City property, including entry outside of assigned work hours or entry into areas where an official, employee or the public is not permitted to be without authorization; or
- Unauthorized removal of notices or signs from City property, equipment or bulletin boards.
- The use by employees of City-owned buildings, tools, machinery, equipment or facilities for personal or private purposes, not as part of their employment duties or a City sponsored program, is prohibited.

Employees contemplating the personal use of a City of Mineral Point resource for a reason the employee believes is justified must get the written permission of the City Administrator before using the resource.

OUTSIDE EMPLOYMENT

Employees may engage in outside employment or work so long as, in the judgment of the City Administrator after consultation with the employee's Department Head the outside work or employment would not affect the quality or quantity of the employee's work for the City, prevent the employee from the accomplishment of the employee's work for the City, or tend to create a conflict, or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the City. Employees are prohibited from entering into any arrangement which involves the performance of services while on City time or while using City equipment. No employee shall receive compensation other than from the City for the performance of services while on City time. Employees who are engaging in work outside of City employment shall disclose that employment to the employee's Department Head prior to commencing that employment.

PERFORMANCE EVALUATIONS

Employees, other than seasonal employees or employees covered by a collective bargaining agreement, shall be evaluated periodically.

Performance evaluations shall be completed on at least the following occasions:

- At the end of the first six months of employment, transfer or promotion;
- An annual review;
- When the employee is assigned to a new Department Head; and/or
- When a reduction in staff is necessary.

If a performance evaluation has been completed within one month before one of the above occasions, a new appraisal need not be completed, except in cases involving discipline or termination. Between scheduled evaluations, Department Heads should discuss with employees any performance issues that warrant attention and should keep records of any significant incidents.

In evaluating employees, management staff should consider such factors as the experience and training of the employee, the job description, and the employee's attainment of previously set objectives and goals. Other factors that normally should be considered include, but are not limited to, knowledge of the job, quantity and quality of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, and acceptance of responsibility.

In completing evaluations, management staff should prepare a written document of each employee's job performance, which should include the reviewer's comments and recommendations, an action plan for both the employee and the Department Head, and performance goals for the next evaluation period.

Employees will be permitted to review their evaluation and given a chance to meet with the reviewer to discuss it. Employees who have a concern about their appraisal may request a review by the City Administrator or Personnel Committee.

Information derived from the performance appraisal may be considered when making decisions affecting an employee, including but not limited to decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.

The Administrator will evaluate the Clerk-Treasurer and the Police Chief's organizational performance. The Personnel Committee and Mayor will evaluate the City Administrator and the Police Chief's performance as it relates to ordinance enforcement. The Library Board will evaluate the Library Director.

An employee who believes the evaluation of his or her performance is inaccurate may provide a written objection for inclusion in the employee's personnel file along with the evaluation.

VACANCIES

The City Council must approve the filling of all vacancies.

When the City determines that a vacancy should be filled or a new position created within the City, the City agrees to post a notice of such vacancy. The vacancy will not be filled until the notice has been posted for at least ten (10) working days. This posting period may be waived by the City Council.

The selection of any applicant to fill a job vacancy shall be made on the basis of relative ability, experience, and qualification.

The City may transfer employees to another position. The City establishes job requirements, determines an applicant's qualifications, and selects an applicant based on who the City determines to be the best qualified applicant for employment. The City may temporarily fill a position while processing the permanent vacancy or publicly soliciting employment applications from non-employees. The City Administrator, Personnel Committee chair or their designee, and the Department Head of the vacant position shall handle the hiring process and selection of an applicant to fill a job vacancy, unless otherwise required by law, regulation, or ordinance. The hiring process for library employees will be governed by Library Board policies.

PERSONAL APPEARANCE

The City expects all employees to present themselves in a professional, presentable, modest, well-groomed manner at all times. Department Heads and/or the City Administrator will discuss personal appearance with employees if it is felt appearance is not appropriate.

SAFETY

Job safety is very important and the City requires safe work practices of all employees at all times. Employees are expected to observe all safety procedures and rules, and use required personal protective equipment (PPE) as outlined in the Safety Handbook.

All work areas must be kept clean and free from debris and clutter. Tools and equipment must be kept clean and in good repair. Any accident, hazard, or unsafe condition or equipment is to be corrected and reported to a Department Head. Employees involved in or that witness an accident while working must report it immediately to a Department Head. Department Heads must maintain a safe work environment, enforce safety rules, and train staff.

A copy of the City's Safety Handbook is distributed separately from this Policy to each employee. Copies may be obtained by contacting the City Clerk-Treasurer. Employees must familiarize themselves with these rules and abide by them. Employees with questions about one or more of the rules should contact their Department Head, City Clerk-Treasurer, or the City Administrator.

CONFIDENTIAL INFORMATION

The City requires its employees to protect information that is confidential such as information about residents, members of the public, city contractors, and city employees. Employees shall use extra caution with sensitive material when using email or other electronic or digital forms of communication. If an employee has questions regarding sensitive information they should reach out to the Clerk-Treasurer or City Administrator.

COMPUTER, INTERNET, EMAIL USE

Computer, internet, and email use is not private. Qualifying employees are provided with an email account login and passwords. Using passwords does not establish privacy. Employees shall keep email passwords and other city-related online account information confidential, although they must be shared with the city upon request. Computer, internet, email, and social media use is subject to the policies set forth in this Policy, including discrimination, harassment, workplace violence, and workplace ethics. Using the

city's email, internet, or computers in violation of any of these policies is subject to disciplinary measures including termination.

SOCIAL MEDIA

The City is committed to using social media to increase transparency and maintain communications with residents and other stakeholders. The City recognizes that social media is an effective communication tool and also understands that social media communication creates many potential concerns.

The City discourages employees from discussing publicly any work-related matters, including non-confidential, through non-official communications. Non-official communications may include but are not limited to online discussion boards, chat rooms, social media websites and applications, newsletters, etc. The city respects employees' right to express their personal opinions. Employees should be cautious and explicit, if necessary, that they are not representing an official position of the City.

The City recognizes that there may be legitimate business reasons to access and use social media for work purposes. If an employee has a legitimate business need to use social media during working time, the employee should obtain advanced approval from the employee's Department Head. Whether or not such usage is approved by the City, the following standards apply to employees' use of social media:

- The City reserves the right to monitor social media use whether during work time, and outside of work hours if such use negatively impacts the City;
- Any social networking performed on City property or using City networks is City property and employees do not have any expectation of privacy with respect to any communications utilizing them. The City reserves the right to access and review such usage at any time;
- Employees shall not use social media to disclose trade secrets and the City's confidential information or engage in unauthorized disclosure of City activities through such usage;
- Use of social media during working time is prohibited except with supervisory approval. Social media may be used for personal purposes during non-working time (breaks or lunch) and then only in such a fashion as to not impact any employee's performance of City duties and in a manner not prohibited by this policy;
- Employees shall not use City's email address for registration on social media sites;
- Employees shall not post false or defamatory information regarding the City or any of its employees on social media;
- Employees shall not use social media sites in a manner which violates the City's harassment policy or other portions of this policy;
- If an employee participates in social networking activities in such a manner that the employee's affiliation with the City is evident, the employee shall designate that the views expressed by the employee are the employee's private views and not the City's;
- An employee shall not represent, either expressly or implicitly, that the employee is a spokesperson for the City, unless authorized to do so by the City;
- If an employee expresses an opinion about the City's product or services or those of a City's client, the employee shall disclose that the employee is employed by the City; and
- Non-exempt employees may not use social media sites for approved work-related tasks during non-working hours.

Any violations of these provisions may be grounds for discipline, up to and including termination.

WEAPONS POLICY

The City promotes a safe environment for employees and other individuals who interact with our employees.

- A “weapon” is any device designed as or intended to be a weapon, and capable of producing death or harm to another person including, but not limited to, firearms, handguns, and explosive devices.
- The City strictly prohibits the possession, control, use, or threatening of the use of a weapon in the course of employment whether on or off our premises. This prohibition does not apply to law enforcement officers performing their official duties.
- Weapons stored in personal vehicles while the vehicle is on City property, must be kept and secured in the vehicle.

WHISTLEBLOWING AND RETALIATION

Employees and elected and appointed officials may give information about possible wrongdoing by another employee or City official to their attorney, the City Attorney, City Administrator, Mayor, or if appropriate, a law enforcement agency. Except in cases where a statute or civil law sets forth a longer maximum prescriptive period, reports of wrongdoing must be reported within three (3) years of the last incident. False reports are subject to disciplinary measures including termination. The City will work to maintain the confidentiality of the whistleblower’s identity. Although, confidentiality may need to be disclosed to investigate. The City shall not retaliate against an employee because that employee discloses information concerning possible wrongdoing by another employee or City official.

WORKPLACE VIOLENCE

The City is committed to providing a safe, healthful workplace that is free from violence or threats of violence. The City does not tolerate behavior that:

- Is violent;
- Threatens violence;
- Harasses or intimidates others;
- Interferes with an individual’s legal rights of movement or expression; or,
- Disrupts the workplace or the City’s ability to provide service to the public.

Violent or threatening behavior can include: physical acts, oral or written statements, harassing email messages, harassing telephone calls, gestures and expressions, or behaviors such as stalking.

Individuals who engage in violent behavior may be removed from the premises, and may be subject to discipline, up to and including termination. Violence in the workplace includes relationship violence that intrudes into the workplace, endangering a person in the relationship or others in the workplace. Relationship violence is physically, sexually, and/or psychologically abusive behavior that a household member or dating partner uses to establish and maintain control over another person.

Preventing violence is a responsibility all employees and elected officials share. In situations involving violent behavior, or where it appears that violent behavior is likely to take place employees should immediately notify their Department Head or the City Administrator. The City will take steps to protect employees from retaliation or intimidation for making a report or participating in an investigation.

Any reported act or threat of violence will be taken seriously and investigated promptly. To the extent possible, the City will keep any such report confidential; however, we cannot guarantee absolute confidentiality. Any person reported to have made threats, exhibited threatening behavior, or engaged in violent behavior will be removed from city-owned premises as quickly as safety permits and shall be prohibited from city-owned property pending the outcome of an investigation.

The City reserves the right to take any legal steps needed to protect our employees and third parties including involving law enforcement.

PERSONNEL RECORDS

Each employee's personnel file will contain only such information as is needed by the City in conducting its business or as required by law. This information normally will include, but is not limited to, an employee's:

- Application;
- Payroll information;
- Performance appraisals;
- Medical information; and
- Disciplinary records.

The Clerk or their designee will maintain the City's personnel files, except for Police Department employees whose records will be maintained by the Police Chief or their designee. The personnel records will be maintained in a secure location. The City shall maintain a separate employee medical record file for each employee (e.g., reports of medical examinations, psychological profiles, and physician certifications) that will be in a locked location and file access will be limited to the Clerk, Administrator, and Mayor with information provided to the employee's Department Head on a "need to know" basis.

Internal access to employee personnel files is on a "need-to-know" basis. External access to employee personnel records is based upon state statute.

Each employee may inspect and retain copies of the employee's personnel records pursuant to Wis. Stat. § 103.13. A written request to do so should be directed to the Clerk (or Chief) who will schedule a time for inspection. A reasonable charge may be made for any copies of records.

If after inspecting the personnel records, an employee believes that certain material is irrelevant, inaccurate, or obsolete, the employee may submit a written request to the Clerk (or Chief) to remove material from the file. If the employee is not satisfied with the Clerk's (or Chief's) response, the employee may place a written statement explaining the employee's position in the file.

All requests for employment references with respect to employees and former employees shall be directed to the employee's Department Head for the appropriate response. Requests for references for Police Department employees shall be directed to the Police Chief or their designee. Department Heads may release, without first obtaining City consent, dates of employment, title of position, wage and salary information and the location of the job, provided that the person receiving this information has

provided the City with a written authorization from the employee or former employee allowing release of this information.

REASSIGNMENT

The City may assign employees in its discretion upon the terms and conditions determined by the City.

DRIVER'S LICENSE AND COMMERCIAL DRIVER'S LICENSE (CDL)

Employees whose positions require them to possess a valid driver's license and/or CDL must have that license during the entire time they are employed in such position. Employees are responsible for maintaining a valid driver's license and/or CDL. Employees may be subject to disciplinary action based on the conduct that led to the failure to maintain a valid CDL. Failure to maintain a valid CDL may constitute grounds for termination of employment.

Any employee who has a driver's license suspended, revoked, or cancelled by any state or other jurisdiction, or who is disqualified from operating a vehicle for which a CDL is required, must notify the employee's Department Head of such suspension, revocation, cancellation, loss of privilege, or disqualification. This notification must be made before the end of the business day following the day the employee received the suspension, revocation, cancellation, lost privilege, or disqualification. The Department Head and the employee will meet and review the circumstances of the situation.

For those job classifications for which a driver's license and/or CDL is required, lawful suspension, revocation, or cancellation of such license may render an employee unqualified for the position and unable to perform the essential functions of that position. Such employee may be terminated from City employment.

The City may, on a case-by-case basis, place the employee in a vacant position within the City, put the employee on a paid or unpaid leave of absence, or re-structure the employee's job duties during the period during which an employee's driver's license and/or CDL is suspended, revoked or cancelled. The City is not obligated to do so, however. If the employee's job duties are re-structured, the City may reduce the employee's compensation to reflect the loss of job responsibilities.

If the City reviews alternatives other than termination for an employee whose driver's license and/or CDL has been suspended, revoked or cancelled, the City may consider, among other things, the following factors:

- The position held by the employee;
- Available City vacancies and the employee's qualifications for those positions;
- The City's operational needs;
- Staffing issues;
- The anticipated length of time of the driver's license and/or CDL's suspension, revocation or cancellation;
- The employee's length of service in City employment;
- The employee's work record;
- Whether the employee's conduct which resulted in the suspension, revocation or cancellation of the driver's and/or CDL was caused by a disability and the availability of reasonable accommodations for such disability;

- The employee's paid leave status; and
- The nature of the offense giving rise to the suspension, revocation or cancellation.

The City may condition continued employment, including reassignment, leave, or job restructuring, on future compliance with all terms and conditions of City employment and upon restoration of driver's license and/or CDL within a particular period of time. An employee may not be returned to the employee's previous position until such time as the employee's driver's license and/or CDL has been restored and the employee has been determined to be insurable by the City's automobile liability insurer.

RESOLUTION NO. 2026-03

RESOLUTION DESIGNATING THE CITY ADMINISTRATOR AS THE AUTHORIZED REPRESENTATIVE FOR THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION GRANT APPLICATION

WHEREAS, the City of Mineral Point is interested in developing lands for public outdoor recreation purposes as described in the application; and

WHEREAS, financial aid is necessary to implement the project.

NOW, THEREFORE, BE IT RESOLVED, the applicant, The City of Mineral Point, will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the City Administrator, its employee, to act on its behalf to: Sign and submit the grant application, Sign a grant agreement between the applicant and the DNR, Submit interim and/or final reports to the DNR to satisfy the grant agreement, Submit grant reimbursement request to the DNR, and Sign and submit other required documentation

BE IT FURTHER RESOLVED that the City of Mineral Point will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting, and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted this 14th day of April 2026.

Danny Clark, Mayor

I hereby certify that the foregoing resolution was duly adopted by the City of Mineral Point Common Council at a legal meeting on this 14 day of April, 2026.

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.

RESOLUTION NO. 2026 – XX

RESOLUTION TO VACATE AND DISCONTINUE PORTIONS OF JONES STREET, DETROIT STREET, SILVER STREET, AND BAY STREET IN THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN

WHEREAS, Wisconsin Statute section 66.1003(4)(a) permits a Common Council to vacate any street or portion of a street in the City when the public interest requires it; and

WHEREAS, Portions of Jones Street, Detroit Street, Silver Street, and Bay Street were dedicated by plat as part of Taylors Southern Addition to the City of Mineral Point, have never been opened or worked, do not permit the best use of property adjoining the streets and do not serve a public purpose; *and*

WHEREAS, the Common Council, has determined it is in the best interest of the public and the City that portions of Jones Street, Detroit Street, Silver Street, and Bay Street be vacated; and

WHEREAS, this resolution was introduced at a Common Council meeting held April 14, 2026; and

WHEREAS, a lis pendens was recorded with Iowa County Register of Deeds; and

WHEREAS, a notice of the proposed discontinuance and vacation of portions of Jones Street, Detroit Street, Silver Street, and Bay Street and a public hearing thereon was published on May 14, May 21, and May 28, 2026, and a copy of said notice was delivered or mailed to the owners of all the frontage of the lands abutting the streets proposed to be vacated and discontinued at least 30 days prior to the public hearing on the proposed discontinuance; and

WHEREAS, a public hearing was held on June 9, 2026, pertaining to the proposed discontinuance and vacation of portions of Jones Street, Detroit Street, Silver Street, and Bay Street; and

WHEREAS, a resolution was adopted on June 9, 2026, vacating and discontinuing portions of Jones Street, Detroit Street, Silver Street, and Bay Street; and

WHEREAS, the Common Council finds that all of the procedural requirements provided by law have been complied with and fully met;

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

1. Jones Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 20 feet in width lying between lots 39 and 40, east of Green Street and west of Center Street (platted as Silver Street), in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

2. Detroit Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 33 feet in width lying between lots 19 and 27, south of Oak Street (platted as Dodge Street) and north of Jones Street, in Taylor's Southern Addition to

the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

A parcel of land 33 feet in width lying between lots 18 and 28, south of Jones Street and north of Ore Street, in Taylor’s Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

3. Silver Street (Platted as Oak Street), more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 20 feet in width lying between lots 28 and 29, south of Jones Street and north of Ore Street, in Taylor’s Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

4. Bay Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 20 feet in width lying between lots 16 and 18, south of Jones Street and north of Ore Street, in Taylor’s Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

5. This resolution together with a copy of the plat or map attached hereto as Exhibit “A”, incorporated herein by this reference, shall be filed in the office of the Register of Deeds for Iowa County, Wisconsin, as required by law.

Adopted and approved this 9th day of June 2026.

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.