



Mineral Point, Wisconsin

CITY OF MINERAL POINT

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

AGENDA

**CITY OF MINERAL POINT
STREETS AND WATER & SEWER JOINT COMMITTEE MEETING
Tuesday, June 30, 2025, 5:30 PM
City Hall Community Room**

1. Call to Order, Roll Call, and Confirmation of Compliance with the Open Meetings Law.
2. Approval of February 12, 2026, Minutes.
3. Presentation and Consideration of State Municipal Maintenance Agreement related to the reconstruction of STH 23/39 (Commerce St.) and Spruce St. – *Stefan Ciobanu, WisDOT*.
4. Discussion and consideration of Back-up Power at Well 4.
5. Discussion and consideration of Fountain St. lift-station Generator.
6. Discussion and consideration of sewer televising and cleaning.
7. Discussion and consideration of Water Tower valve installation, cleaning and temporary water service, and mixer installation.
8. Other Water and Sewer Updates.
9. Adjourn.

Agenda Posted and Distributed: Thursday, June 25, 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 prior to the scheduled meeting so that necessary accommodations can be provided.

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov
City Clerk-Treasurer | Christy Skelding | cityclerk@cityofmineralpointwi.gov



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Mineral Point, Wisconsin

MINUTES

**CITY OF MINERAL POINT JOINT MEETING
STREETS COMMITTEE AND WATER & SEWER COMMITTEE
Thursday, February 12, 2026, 5:30 PM
Community Room, City of Mineral Point City Hall**

CALL TO ORDER/ROLL CALL

Chair Christensen called the meeting to order at 5:31 pm.

Mike Christensen (chair)	Present
Brian Graber	Present (Water and Sewer Alternate)
Steph McKeon	Present (Streets Alternate)
Jared Weier	Present (5:32 p.m.)
Others Present: City Administrator Matthew Honer, City Clerk Christy Skelding, Water/Sewer Superintendent Nate Fosbinder, and others	

APPROVAL OF JANUARY 29, 2026 MINUTES

Motion (McKeon/Christensen) to approve the minutes. Motion carried, all voting aye (3-0).

MOTION TO CONVENE IN CLOSED SESSION VIA ROLL CALL VOTE PURSUANT TO WIS. STATS. §19.85(1)(e) FOR COMPETITIVE OR BARGAINING REASONS (EVALUATION OF WASTEWATER TREATMENT FACILITIES PLAN CONTRACT).

Motion (McKeon/Graber) to convene in closed session at 5:32 p.m. Motion carried by roll call, all voting aye (3-0).

Motion (Christensen/McKeon) to re-convene in open session at 8:02 pm. Motion carried by roll call, all voting aye (4-0).

Motion (Weier/McKeon) to award the Wastewater Treatment Facilities Plan Contract to Town and Country. Motion carried by roll call, all voting aye (4-0).

DISCUSSION AND CONSIDERATION OF WATER AND SEWER AND PARKS DEPT. FLEET EXCHANGE

Fosbinder gave background of the fleet exchange plan. The Parks Department is in need of another vehicle to meet their needs when they have seasonal help. The Water/Sewer Department would like to update one vehicle and have one that is more suited to the Department's needs. Fosbinder proposed trading the 2021 F-150 Water/Sewer truck and the 2009 F-250 to the Parks Department in exchange for the Parks Department 2021 F-250.

This trade would allow the Parks Department to have a newer vehicle, and a second vehicle to meet their needs, and it would allow the Water/Sewer Department to outfit and update to a more capable vehicle that is better suited for the needs of the Water/Sewer Department.

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The trade would take place between departments at no cost to either department, however the Water/Sewer Department would incur the cost of outfitting the 2021 Ford F-250 to meet their needs. This is estimated to cost \$17,000.

Motion (Christensen/Weier) to recommend Council approval of the vehicle trades as proposed between the Parks and Water/Sewer Departments and the outfitting of the 2021 Ford F-250 for the Water/Sewer Department. Motion carried, all voting aye (4-0).

DISCUSSION AND CONSIDERATION OF STREETS DEPT. FLEET CHANGE

No discussion was had.

No action taken.

ADJOURN.

Motion (McKeon/Christensen) to adjourn at 8:20 pm. Motion carried, all voting aye (4-0).

DRAFT

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: June 9, 2026
ID: 5245-04-01/71
Road Name: STH 23
Title: Mineral Point – Spring Green
Limits: Water Street to Dodge Street
County: Iowa
Roadway Length 0.62 Miles

The signatory, **City of Mineral Point**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

STH 23 is a minor arterial with an urban section in the City of Mineral Point. The existing roadway is deteriorated with extensive cracking and rutting.

Under the proposed project, the roadway will undergo a pavement replacement with new subbase, base, concrete pavement, and new curb and gutter. Curb ramps will be reconstructed to current ADA standards.

A storm sewer system will be constructed starting at the intersection with STH 23 and BUS 151 going south, then continuing onto Spruce Street and ending at Brewery Creek in the area of Shakerag Street where the runoff it conveys will be discharging. This proposed system will consist of inlets and grates, manholes, catch basins, pipes and outfalls.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 5245-04-01/71. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its

attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the City of Mineral Point (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name	Title WisDOT Region Maintenance Chief
Signature	Date

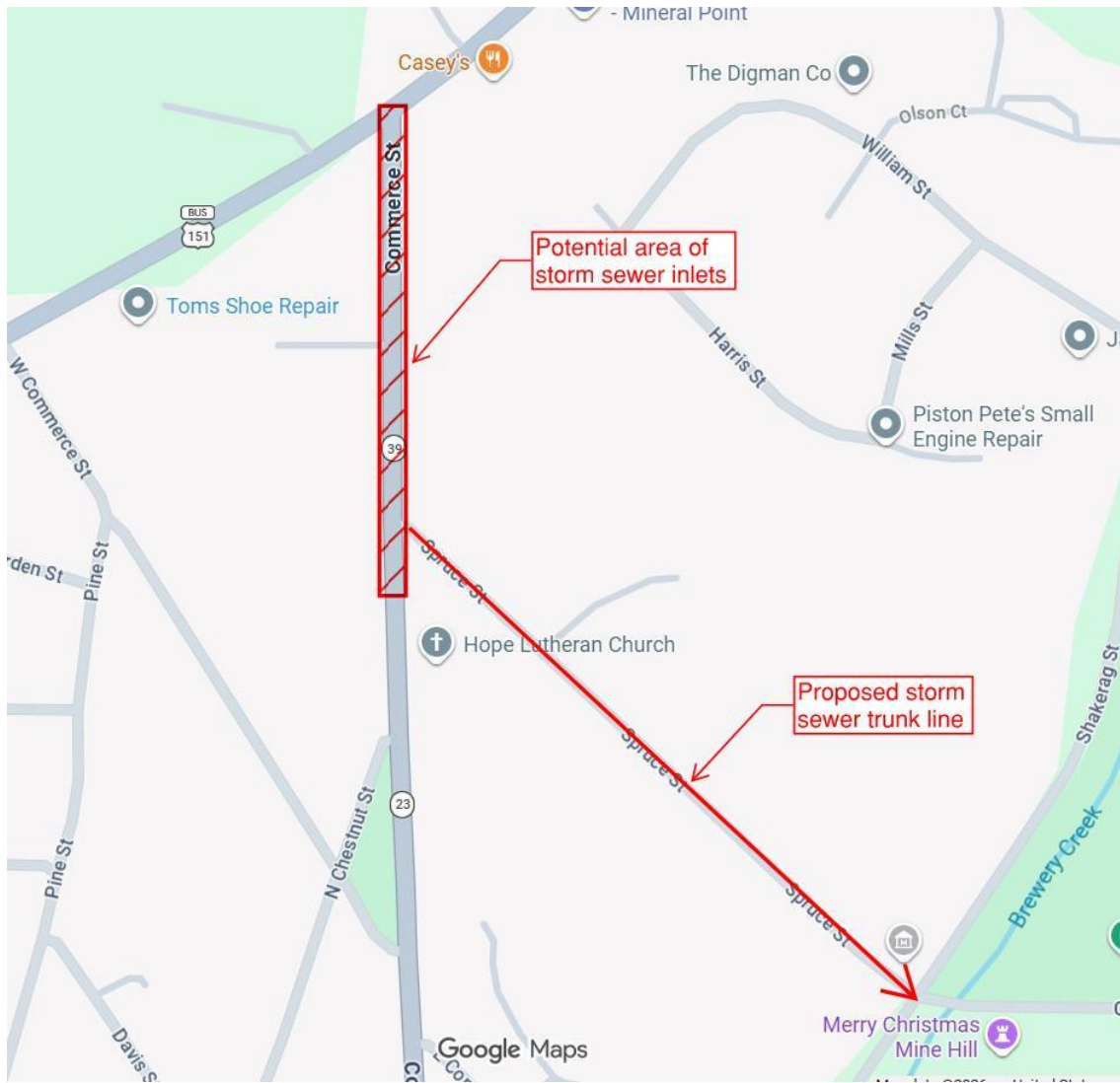
TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Rectangular Rapid Flashing Beacons
 2. LED stop signs
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system described in the DESCRIPTION OF FACILITY section of this agreement including the portion located on non-State owned roadways and property, to provide a free flow condition throughout the life of the facility including, but not limited to, inspection of inlets, catch basins, manholes, pipes and all other elements a storm sewer system is comprised of as previously defined; cleaning and removal of sediment from inlet sumps and inlet blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes.

The obligations described in this paragraph shall only apply to the maintenance work required to ensure the safe and efficient functionality of the proposed storm sewer system until a future State project identifying the need to fully replace said system is scheduled. The functional life of said storm sewer system is anticipated to last 50 – 100 years.
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and

approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.

- (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc).
 - (i) Maintain signs not necessary for the safe and efficient movement of traffic (no parking signs including those added with the construction of this project, wayfinding/tourism signing, etc..)
4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
 6. This agreement does not remove the current municipal maintenance responsibility.
 7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
 8. Upon completion of construction project, 5245-04-71, the Municipality will assume all afore mentioned maintenance responsibilities.





6/18/2026

Mineral Point, Wisconsin

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Water and Sewer Committee
Department Reporting: Water&Sewer	Submitted by: Nate Fosbinder
<u>ISSUE:</u> Back-up power option at Well 4.	
<u>BACKGROUND/ANALYSIS:</u> Currently we have no back-up power option at Well 4. We do at Well 3 and they are on separate parts of the power grid. We need to have a way to power Well 4 in the event power would go out in that area of the City. This is also crucial if anything were to happen to Well 3 and when we are rehabilitating Well 3(next year). We currently do not own a portable generator big enough to power Well 4. I plan to take steps to move in that direction, but this is a first step. If we put in a transfer switch and a receptacle we at least have an option to power Well 4. This building also houses a telemetry (radio) control box that relays all of our lift station communications to the SCADA computer at the treatment plant. In the event of an outage being able to continue this communication would be extremely valuable. We can rent a portable unit if we were to need it until we own one of own. Currently I have one quote, but will have another one prior to the meeting. I will email it and/or bring it to the meeting.	
<u>RECOMMENDATION:</u> Discuss estimates provided and recommend action.	
<u>FISCAL IMPACT:</u> \$20,000-\$40,000?	
<u>ATTACHMENTS:</u> Quotes from WI Electric and AB Electric.	

WISCONSIN ELECTRICAL SERVICE, LLC

6 Fountain St
 Mineral Point, Wi 53565
 608-482-0278 Gary Jenkins

Proposal Submitted To	Mineral Point Sewer
Job Name	Well # 4 New Service

We Hereby Submit Specification & Estimate :

WELL # 4 NEW SERVICE

Install:

- * New 600 AMP 480V
 Service Rated Manual Transfer Switch on Exterior of Building
- * Reconnect to Existing Equipment Inside Building
- * Provide Cam-Locks for Generator Connection on Exterior of Building
- * Relocate Existing Meter Socket & Grounding as Needed


ALL RELATED MISC. MATERIAL & LABOR IS INCLUDED	\$7,500.00
Manual Transfer Switch - Service Rated	\$10,500.00
Cam-Locks with Enclosure (For Generator Connection)	\$3,000.00
PROJECT TOTAL	\$21,000.00

We Propose Hereby to Furnish Material & Labor Complete in Accordance with Above Specifications
 For the Sum of : \$ **21,000.00**

Payment to be Made as Follows: As Agreed Upon with City of Mineral Point

All Material is Guaranteed to be as Specified. All Work to be Completed in a Workmanlike Manner According to Standard Practices.
 Any alteration or Deviation from Above Specifications Involving Extra Cost will be Executed Only Upon Written Orders And will Become
 An Extra Charge Over and Above the Estimate. All Agreements Contingent Upon Strikes, Accidents or Delays Beyond Our Control
 Owner to Carry: Fire,Tornado and Other Necessary Insurance. Our Workers are Fully Covered by Workmans Compensation Insurance

Acceptance of Proposal- The Above Prices, Specifications & Conditions are Satisfactory & are Hereby Accepted.
 You are Authorized to do the Work as Specified.

Authorized Signature of Acceptance:		Date
Authorized Signature: Gary Jenkins		Date 6-23-26



6/18/2026

Mineral Point, Wisconsin

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Water and Sewer Committee
Department Reporting: Water&Sewer	Submitted by: Nate Fosbinder
<p><u>ISSUE:</u> Having stable back-up power at the Fountain St. Lift station.</p>	
<p><u>BACKGROUND/ANALYSIS:</u> Fountain St. lift station is our highest flow station by far. It receives about 40 gallons per minute in normal conditions. In the event of a power outage we have less than 15 minutes to respond and have a solution. We currently leave one of our portable generators on site to hopefully help us in this type of situation. This station needs to have a stand-alone generator with an automatic transfer switch. This will allow the station to remain reliable and prevent sanitary backups or overflows. I currently only have the quote from WI Electric but will have another prior to the meeting. If I have it before I will email it and/or bring it to the meeting.</p>	
<p><u>RECOMMENDATION:</u> Discuss estimates and options in both proposals and recommend action.</p>	
<p><u>FISCAL IMPACT:</u> \$65,000-\$100,000?</p>	
<p><u>ATTACHMENTS:</u> Quotes from WI Electric and AB Electric</p>	

WISCONSIN ELECTRICAL SERVICE, LLC

6 Fountain St
Mineral Point, Wi 53565
608-482-0278 Gary Jenkins

Proposal Submitted To	Mineral Point City - Fountain St Lift Station
Job Name	Used Generator & Automatic Transfer Switch

We Hereby Submit Specification & Estimate :

Install at Fountain Street Lift Station :

- * Used Generator & Automatic Transfer Switch
- * Reuse Existing Service Equipment & Control Cabinet as is
- * Build New Stand for Mounting Service Rated Disconnect and
200 AMP 480V Automatic Transfer Switch
Concrete Base with 4" Alum. Post & Galvanized Unistrut
NOTE - No Wood
- * Provide Concrete Pad for Used Generator
Within 20' of Existing Service
NOTE - Crane Rental, to Set Used Generator, is Included in Proposal
- * Provide: Underground Conduits & Copper Wire for All New Equipment
NOTE - No Alum. Wire to be Used
Start Up & Testing is Included

WISCONSIN ELECTRICAL SERVICE, LLC

6 Fountain St
Mineral Point, Wi 53565
608-482-0278 Gary Jenkins

Proposal Submitted To Mineral Point City - Fountain St Lift Station

Job Name Used Generator & Automatic Transfer Switch

We Hereby Submit Specification & Estimate :

Install at Fountain Street Lift Station :

TO BE PROVIDED BY - CITY OF MINERAL POINT

- * 6' X 12' Level Site
- * Remove Grass & Place 6" of Gravel on Level Site
- * Temporary Generator - To Run Pump During Installation
- * Pump Truck if Needed
- * Provide Skid Loader - If Needed
- * Black Dirt & Grass Seed
- * Inspection Fees - If Required

ALL RELATED MATERIAL & LABOR

\$29,000.00

** For Work as Described on Page 1 & Page 2 **

* Used Generator (Provided by Wisconsin Electric Service)

\$41,000.00

2012 100KW Cummins Generator Tier 3

187 Hours 480V Sound Attenuated Enclosure - 335 Gal. Base Diesel Tank

Pick Up and Delivery of Used Generator (By Wisconsin Electric Service)

\$800.00

TOTAL PROJECT COST

\$70,800.00

NOTE : Deduct from Proposal If City of Mineral Point :

Purchased Used Generator Directly \$ -5,500.00

Picks Up Used Generator in De Pure, Wi \$ -800.00

We Propose Hereby to Furnish Material & Labor Complete in Accordance with Above Specifications
For the Sum of : \$ **70,800.00**

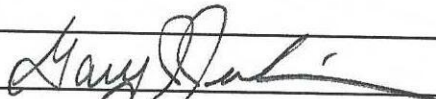
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Any alteration or Deviation from Above Specifications Involving Extra Cost will be Executed Only Upon Written Orders And will Become
An Extra Charge Over and Above the Estimate. All Agreements Contingent Upon Strikes, Accidents or Delays Beyond Our Control
Owner to Carry: Fire,Tornado and Other Necessary Insurance. Our Workers are Fully Covered by Workmans Compensation Insurance
Acceptance of Proposal- The Above Prices, Specifications & Conditions are Satisfactory & are Hereby Accepted.
You are Authorized to do the Work as Specified.

Authorized Signature of Acceptance:

Date

Authorized Signature: Gary Jenkins



Date 6-23-26



Date

Mineral Point, Wisconsin

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Department Reporting: Water&Sewer	Submitted by: Nate Fosbinder
<u>ISSUE:</u> Sewer Cleaning/Televising	
<u>BACKGROUND/ANALYSIS:</u> I have requested quotes for cleaning and televising the sanitary sewers. We need to plan/budget for this every year. We are required to do this by the DNR every 10 years. We need to either do everything every 10 years or break it out into groups and do a certain percentage on a rotation. I would prefer to do the latter. I would like to do \$15,000-\$20,000 worth of footage this year and increase this some in the future to get to our minimum needed per year. We have approximately 106,000 feet of sanitary. To meet the minimum percent needed for a 10 year rotation we need to do about 11,000 feet per year (at \$1.50 per foot-\$16,500) per year. Flow-Rite gave us a price of \$1.65 per foot for the next two years and includes root-cutting if needed. I requested a formal quote from them. I am awaiting the other pricing from another contractor, but should have it before the meeting.	
<u>RECOMMENDATION:</u> Discuss and award once we receive the other estimate.	
<u>FISCAL IMPACT:</u> \$15,000-\$20,000	
<u>ATTACHMENTS:</u> Provided at meeting or prior via email if I receive them.	



6/18/2026

Mineral Point, Wisconsin

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Water and Sewer Committee
Department Reporting: Water&Sewer	Submitted by: Nate Fosbinder
<p>ISSUE: Controlling water from our one and only water storage facility.</p>	
<p>BACKGROUND/ANALYSIS: When the Tower was offline in 2020 there should have been a valve installed to allow control of water. Currently if there is a need to do work/repairs south of the tower it cannot be done without taking the tower offline. This is a huge problem and needs to be addressed. During the cleaning/inspection this will allow this to happen because the tower will be offline.</p>	
<p>RECOMMENDATION: Hire a contractor to install the necessary valve, City to provide the parts and coordination.</p>	
<p>FISCAL IMPACT: Less than \$8,000</p>	
<p>ATTACHMENTS: Photo of current piping layout.</p>	



6/18/2026

Mineral Point, Wisconsin

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Department Reporting: Water&Sewer	Submitted by: Nathan Fosbinder
<u>ISSUE:</u> DNR required dry tank inspection.	
<u>BACKGROUND/ANALYSIS:</u> A dry tank is required every ten years and a partial drain or ROV inspection every five years. In 2021 it was noted that there was a lot of sediment in the tower in the paint warranty inspection. We are on year six since the tank was drained/inspected/painted. I think it makes sense to clean/drain the inside and do a full inspection at this point to get a baseline. Cleaning the tank may be something we need to do more often than ten years(required). This will meet the DNR requirement and we will see how much sediment we have in 5-6 years.	
<u>RECOMMENDATION:</u> Hire KLM for the inspection and cleaning of the tower.	
<u>FISCAL IMPACT:</u> \$4,500	
<u>ATTACHMENTS:</u> Quotes from KLM and USIG Water for cleaning and inspection services.	



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
 Toll-free: 855-526-4413 | Fax: 478-987-2991
 usgwater.com

Date: _____ Submitted by: _____ Local Phone: _____
 SFID: _____ MP / CS Asset: _____

Entity Proposal Submitted To ("Customer"):			Phone Number:	Fax Number:	
Street Address:			Description of Work to be Performed:		
City:	State:	Zip Code:	Asset Name:		
Accounts Payable Contact Name:	Email:		Job Site Address:		
Job Contact (Inspection Reports):	Email:		County / Parish:	Asset Size:	Asset Style:

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

----00 /100 Dollars \$ _____ .00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically _____ days following the date of this Proposal.

Authorized
 USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID: _____ CN: _____ SO: _____ MP / CS PN: _____



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work Continued

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Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

March 31, 2026

Sent via Email Only

Nate Fosbinder
Water Superintendent
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

**RE: 400,000-Gallon Hydropillar "Tower No. 1"
Mineral Point, Wisconsin**

Dear Mr. Fosbinder:

KLM is pleased to submit this proposal for the Dry Tank Cleanout Evaluation on the above-referenced water tower. We are proud to be an AMPP-accredited QP5 organization, a distinction held by only a select few companies in the US. This unique accreditation sets us apart from other companies in our industry.

KLM Engineering provides AMPP/NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

DOCUMENTATION

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Complete and present the WI DNR Form 3300-248 to the Owner.
2. Clearly stating the actual condition of the tower.
3. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
4. Identify structure deficiencies and recommend repairs to bring the reservoir into compliance with ACI, AWWA, OSHA, DNR and State regulations.
5. Provide a schedule for performing recommended maintenance work.
6. Provide a Cost Estimate for all recommended structure repairs and coating replacement for budgetary purposes only.
7. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
8. Include color photographs identifying current conditions and any required repairs.
9. Recommend a timeline for future evaluations.

The evaluation report will be provided to the Owner in digital format (pdf). After which, KLM will contact the Owner to discuss the report and answer any questions.

SCOPE OF WORK

Dry Tank Cleanout Evaluation

KLM will inspect the floor, the reservoir walls and any interior structure accessible without rigging the tower. All accessible exterior surfaces, including the roof, will also be inspected. KLM will measure and photograph all areas that need to be included in the evaluation report. KLM will also remove any sediment from inside the tower; the sediment will remain on site, or removal coordinated by the Owner.

KLM will supply the chlorine and disinfect the tower in accordance with Method 2 or 3 of AWWA C652.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to determine whether the coating is a candidate for repairs or reconditioning. KLM inspectors will also check for structure deficiencies and OSHA compliance.

For each evaluation, KLM will provide an AMPP/NACE Coatings Inspector that is properly trained and qualified to perform this type of evaluation. The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Conditions of both the interior and exterior may be examined using ultrasonic thickness readings (UT), dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- ◆ Roof structure (size and style)
- ◆ Vents (size and style)
- ◆ Roof manways (size and style)
- ◆ Ventilation manways (size and style)
- ◆ Overflow weir and pipe (size and style)
- ◆ Support column (size and style)
- ◆ Capacity level and head range
- ◆ Inlet/outlet pipe
- ◆ Mud ring
- ◆ Site dimensions
- ◆ Safety considerations
- ◆ Drains
- ◆ Floor condition
- ◆ Pitting on piping
- ◆ Ladders, cages, platforms and handrails
- ◆ Base conditions, including Flexcell and grout
- ◆ Screens on vents and overflows
- ◆ Overflow air breaks, splash pads and drainage
- ◆ Safety devices

OWNER'S RESPONSIBILITIES

The Owner's personnel shall also be responsible for:

- ◆ Verifying the tower is empty prior to arrival of KLM inspectors.
- ◆ Operating any valves prior to, during, and after the evaluation.
- ◆ Assist to backflush and disinfect the reservoir.
- ◆ Provide a supply of water.
- ◆ Verify that cleanout and disinfection have been performed to Owner's satisfaction.
- ◆ Disposing of sediment and debris.
- ◆ Taking and testing water samples within 24 hours after cleanout of the tower has been completed.

Mineral Point, Wisconsin – Dry Tank Cleanout and Evaluation Proposal

- ◆ Providing copies of background information on the tower, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM’s personnel beginning its evaluation.
- ◆ Coatings information will be included in the report if provided by the owner

FEES

The fee for the above-referenced scope of work is.....\$4,200.00

Please check the following options if you want these services added.

- Gasket Installation on State-Required Wet Access Manway \$100.00
- Lead or Chromium Paint Testing..... \$700.00

It is the responsibility of the Owner to make sure that the tower is prepared for the evaluation per the schedule agreed to in advance by both parties. The above fees are for performing the cleanout and evaluation within a 9-hour workday. In the event KLM arrives on site and the tower is not ready, or a second day is required to remove the sediment, a second day will be charged as additional time and materials.

During the process of the cleanout, if conditions are found that affect the safety or proper operation of the tower, additional charges may apply for necessary repairs or replacement. All such costs will be communicated and approved prior to work being performed.

KLM can replace the existing manway gasket(s) for \$500.00 per gasket. If the tower is not drained and ready for cleanout and evaluation, KLM may charge an hourly rate (based on our fee schedule) per each full hour of mobilization or delay in time.

Should the tank be deemed unsafe by our evaluators, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. The revised proposal would be subject to Owner approval.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between the Owner and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If the City of Mineral Point finds the proposal acceptable, please sign and return it by mail or email. By signing and returning this page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact the Owner to coordinate an evaluation date. Upon delivery of the report to the Owner, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between the City of Mineral Point, Wisconsin and KLM Engineering, Inc. is accepted by:

CITY OF MINERAL POINT
137 High Street, Suite 1
Mineral Point, WI 53565

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125



Signature

Signature

Name

Dan Popehn

Name

Title

Director of Business Development

Title

Date

March 31, 2026

Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 651-434-4321
Email: dpopehn@klmengineering.com

Attachment: KLM Terms and Conditions

KLM ENGINEERING, INC. (KLM) TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO**

THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**
13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives** at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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6/18/2026

Mineral Point, Wisconsin

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Water and Sewer Committee
Department Reporting: Water&Sewer	Submitted by: Nate Fosbinder
<u>ISSUE:</u> Safely providing water while the tower is offline for cleaning/inspection.	
<u>BACKGROUND/ANALYSIS:</u> When we take the tower offline for cleaning and inspection we need a way to provide system pressure. This is accomplished in one of two ways. One is run a Well 24/7 and allow water to blow off at multiple locations when the system pressure gets to high. The second option is to provide storage bladders that are controlled by our water system and regulated by demand throughout the City. The second option is what was done in 2020 when the tower was offline for painting, etc. Peerless provided this service in 2020 and will be familiar/confident in making this work again.	
<u>RECOMMENDATION:</u> Hire Peerless to provide a temporary water system while the Tower is offline.	
<u>FISCAL IMPACT:</u> \$17,000	
<u>ATTACHMENTS:</u> Quote from Peerless	



Project Proposal

Re: Mineral Point Porta Tower System

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Temporary Porta Tower System w/ Controls	1.00	EST	\$ 16,000.00	\$ 16,000.00
2	Weekly Rental after 3 weeks	1.00	WK	620.00	620.00
3				-	-
4				-	-
5				-	-
6				-	-
7				-	-
8				-	-
Total Project Proposal					\$ 16,620.00

Dated: February 2, 2025

By:

Ross Griffin

Ross Griffin
Project Manager
Peerless Well & Pump

17656 S. John Deere Road, Dubuque, IA - Office: 563-583-1707 - Fax: 563-583-8728
www.peerlesswellandpump.com



6/18/2026

Mineral Point, Wisconsin

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Water and Sewer Committee
Department Reporting: Water&Sewer	Submitted by: Nate Fosbinder
<u>ISSUE:</u> Stagnation, Stratification, Freezing in the Water Tower.	
<u>BACKGROUND/ANALYSIS:</u> As outside temperatures change so does the water in our storage. This can cause icing in the winter and stratification in the heat of summer. Icing causes loss of capacity and can cause damage to the inside of the tank. Icing can also get bad enough that we would lose the ability to provide water to the residents. Stratification is where the warm water stays at the top of the tank consuming our disinfection chemicals and never “turning the tower over.” We can/do combat some of these issues by adjusting tower levels. When lowering the tower levels, we lose capacity for large events (main breaks and fire protection). Adding a mixer will help improve overall water quality and help us control these events that happen every year in our climate. Every community in our area I have talked to has some sort of mixing device in their towers.	
<u>RECOMMENDATION:</u> Hire KLM Engineering to install a mixer in conjunction with the tank cleanout and inspection.	
<u>FISCAL IMPACT:</u> \$28,500	
<u>ATTACHMENTS:</u> Quotes from KLM Engineering and USG Water Solutions.	



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
 Toll-free: 855-526-4413 | Fax: 478-987-2991
 usgwater.com

Date: _____ Submitted by: _____ Local Phone: _____
 SFID: _____ MP / CS Asset: _____

Entity Proposal Submitted To ("Customer"):			Phone Number:	Fax Number:	
Street Address:			Description of Work to be Performed:		
City:	State:	Zip Code:	Asset Name:		
Accounts Payable Contact Name:	Email:		Job Site Address:		
Job Contact (Inspection Reports):	Email:		County / Parish:	Asset Size:	Asset Style:

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

----00 /100 Dollars \$ _____ .00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically _____ days following the date of this Proposal.

Authorized
 USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID: _____ CN: _____ SO: _____ PPB: _____ MP / CS PN: _____



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Exhibit A – Scope of Work



Proposal from
UTILITY SERVICE CO., INC.

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usgwater.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

March 31, 2026

Sent via Email Only

Nate Fosbinder
Water/Sewer Superintendent
City of Mineral Point
137 High Street, Suite 1
Mineral Point, WI 53565

**RE: 400,000-Gallon Hydropillar "Tower No. 1"
Mineral Point, Wisconsin**

Dear Mr. Fosbinder:

Thank you for the opportunity to submit this proposal to supply and install a new GridBee GS-9, 120v electric mixer and a GridBee SCADA control box for the above-referenced water tower.

SCOPE OF WORK

- ◆ Supply and install (1) GridBee GS-9, 120v electric submersible mixer.
- ◆ Supply and install (1) GridBee SCADA control box.
- ◆ KLM will have a licensed electrician complete the electrical installation, as required by code.
- ◆ KLM Engineering, Inc. will submit the documentation, on behalf of the Owner, as required by the Wisconsin Department of Natural Resources, on the mixer installation.

The Owner will receive a copy of the approval of the mixer installation from the DNR. At the close of the project, KLM will submit the registration documentation to Ixom. A copy of the registration will be sent to the Owner for their records.

With over 1,500 installations nation-wide, an Ixom GS Series mixer is a perfect fit for your tank. The GS Series mixer's proven durability and performance surpasses that of other mixing systems, as seen by its CFD modeling and customer recommendations. In addition, each mixer comes with a five (5) year manufacturer's warranty and NSF certification.

FEES

The fee for the above-referenced scope of work is:

GridBee GS-9 Mixer + SCADA Control Box + Installation	\$18,730.00
Electrical.....	<u>\$9,745.00</u>
TOTAL.....	<u>\$28,475.00</u>

NOTE: Sales tax applies to equipment if an exemption certificate is not provided. Fees are subject to change if work isn't completed within 12 months of the date this proposal is signed.

OWNER'S RESPONSIBILITIES

The Owner's personnel shall be responsible for:

- ◆ Providing access to the tower for the mixer installation.
- ◆ Connecting the SCADA control box to the Owner's Telemetry System.
- ◆ Providing a sales tax exemption form; or paying sales tax on the mixer and SCADA control box.

The Owner needs to exchange a minimum of twenty (20%) percent of the water in the tower for the mixer to be effective. If the tower exchange rate is less than twenty (20%) percent, additional mixers may be required.

A licensed electrician is required to complete the electrical installation.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between the City of Mineral Point, Wisconsin and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change if proposed work exceeds ninety (90) days from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If the City of Mineral Point finds this proposal acceptable, please sign and return it by mail or email. By signing and returning this page only, you agree to the terms of the entire proposal document submitted.

This Agreement, between the City of Mineral Point, Wisconsin and KLM Engineering, Inc. is accepted by:

CITY OF MINERAL POINT
137 High Street, Suite 1
Mineral Point, WI 53565

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125



Signature

Name

Title

Date

Signature

Dan Popehn
Name

Director of Business Development
Title

March 31, 2026
Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 612-743-3102
Email: dpopehn@klmengineering.com

Attachments: KLM Terms and Conditions
GridBee GS Series Submersible Mixer Brochure
GridBee SCADA Control Panel Technical Data Sheet

KLM ENGINEERING, INC. (KLM)

TERMS AND CONDITIONS

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR**

OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further,

the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**
13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5**, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and

transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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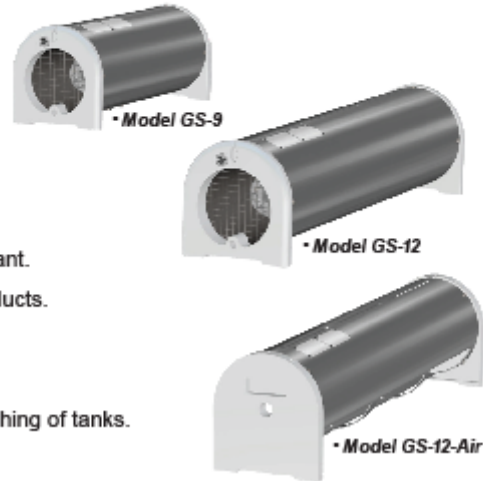
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GridBee® GS Series Submersible Mixers

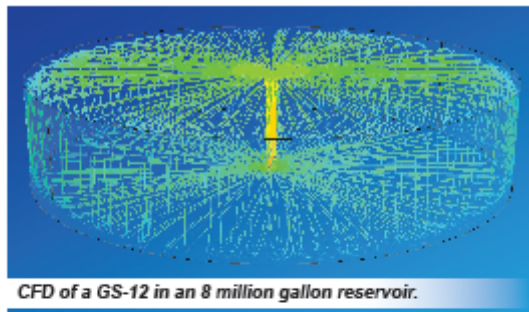
Effective. Efficient. Affordable.

Reliable 24-hour active mixing with the lowest life-cycle cost. The benefits are immediate!



Benefits

- Prevents stagnation, thermal stratification & short-circuiting.
- Provides uniform water age & equal distribution of disinfectant.
- Minimize chemical disinfectant usage & disinfection by-products.
- Increases contact time (baffle factor) in clearwells.
- Reduces nitrification in chloraminated systems.
- Eliminate energy intensive & costly deep-cycling and/or flushing of tanks.
- Reduces ice buildup & tank damage in cold climates.



CFD of a GS-12 in an 8 million gallon reservoir.

Performance Guaranteed.

Features

- Engineered for easy deployment.
- No tank entry required.
- Utilizes efficient sheet mixing technology.
- 316SS Construction.
- Certified to NSF/ANSI 61 and NSF/ANSI 372.
- 120VAC 1Ph Standard.
- 240VAC 1PH or 460vAC 3PH available.
(for GS-9 and GS-12 models only)
- 5-Year Warranty.
- Liquid disinfectant boosting port.

NSF / ANSI Standard 61 Certified By			
	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

NSF / ANSI Standard 372 Certified By			
	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X



Effective mixing for any tank size, any tank build.



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Brochure



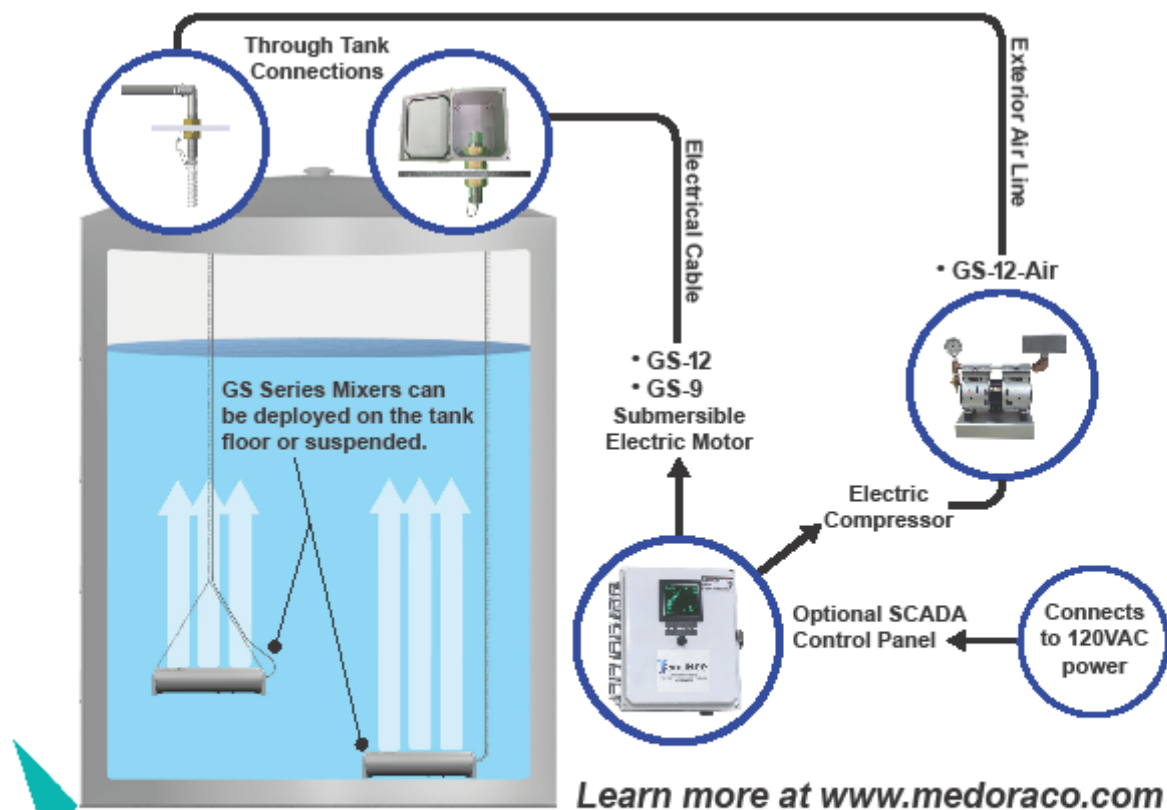
GridBee® GS Series Submersible Mixers

GridBee® GS Series Submersible Tank Mixers are easily deployed through a hatch, vent, or other tank opening twelve (12) inches or larger in diameter. The “GS” thoroughly mixes the entire tank volume from tank floor to water surface resulting in consistent disinfectant residuals, even temperature profiles and uniform water age.

Assembled Machine Dimensions

	Length	Diameter	Weight
GS-9	24 in. (61 cm)	10 in. (25 cm)	65 lbs. (29 kg)
GS-12	36 in. (91 cm)	10 in. (25 cm)	75 lbs. (34 kg)
GS-12-Air	36 in. (91 cm)	10 in. (25 cm)	50 lbs. (23 kg)

Everything you need for a fast & efficient deployment is included!



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Technical Data Sheet

GridBee SCADA Panel

Part Number: 101846

Description

The GridBee Standard SCADA accessory package offers the ability to monitor a GridBee for proper operation via monitoring motor current through two programmable open collector outputs. Remotely control on or off via a 24VDC relay by a local PLC. The unit is contained within a NEMA 4 enclosure to be mounted near the 120 VAC power source. Additional features include a circuit breaker, Hand Off Auto (HOA) 3-position switch and LCD display. UL508 certified.

Specifications:

Power Source Required

120vAC, 20 Amp Outdoor Rated Receptacle

Enclosure

10" X 8" X 4", molded Integra NEMA 4
 Mounting Feet Hole Pattern: 5.75" W X 11.25" H
 Back Insert Hole Pattern: 5.75" W X 7.75" H

Open Collector Sinking Outputs

There are two open collector outputs which can be configured to act as alarm or a 4-20 mA signal. The open collectors can sink a maximum of 34 VDC and 500 mA. The default settings include a normally closed out of range output, along with a 4-20 mA output.

4-20 mA

Active 4-20mA, Output Load 250 Ohms
 Linear Scaling: Mixer Current = (mA Value - 4) / 0.8
 4 mA = 0 Amps Mixer Current
 20 mA = 20 Amps Mixer Current

Signal Current:

Normal = 9.6 mA - 14.8 mA

Operating Status:

Normal (GREEN): 7.0 A - 13.5 A
 Fault (RED): Outside of Normal Range

*Range is programmable via display meter.

On/Off Control Relay

A relay is available with a 24 VDC coil to offer remote on or off control while the HOA switch is positioned in Auto for conditions requiring the unit to be shut off such as low water level.

Coil Power: 24 VDC nominal (19.2V to 28.4V DC)

Type: Normally open. Can be field adjusted to normally closed if required.

Auto Operating Temperature: -40°C to 55°C

Hand Operating Temperature: -40°C to 75°C



Figure 1: GridBee Standard SCADA Box, Green for in range



Figure 2: GridBee Standard SCADA Box, Red for out of range



Shipping Size/Weight

18 inch X 15 inch X 8 inch, 8 lbs

Warranty

Reference GridBee Product Limited Replacement Warranty.



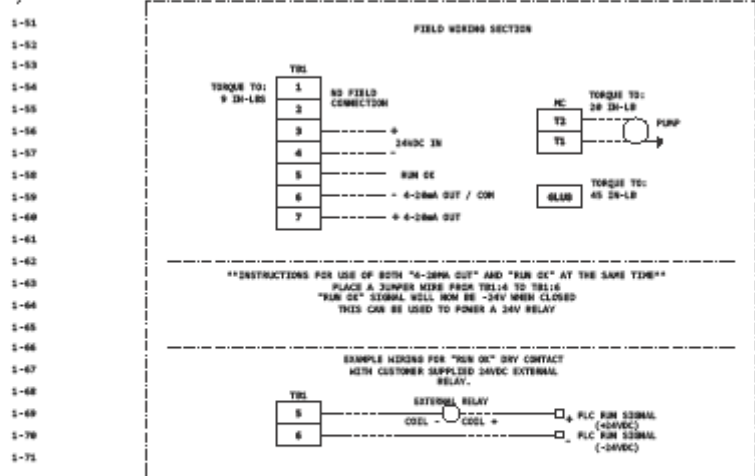
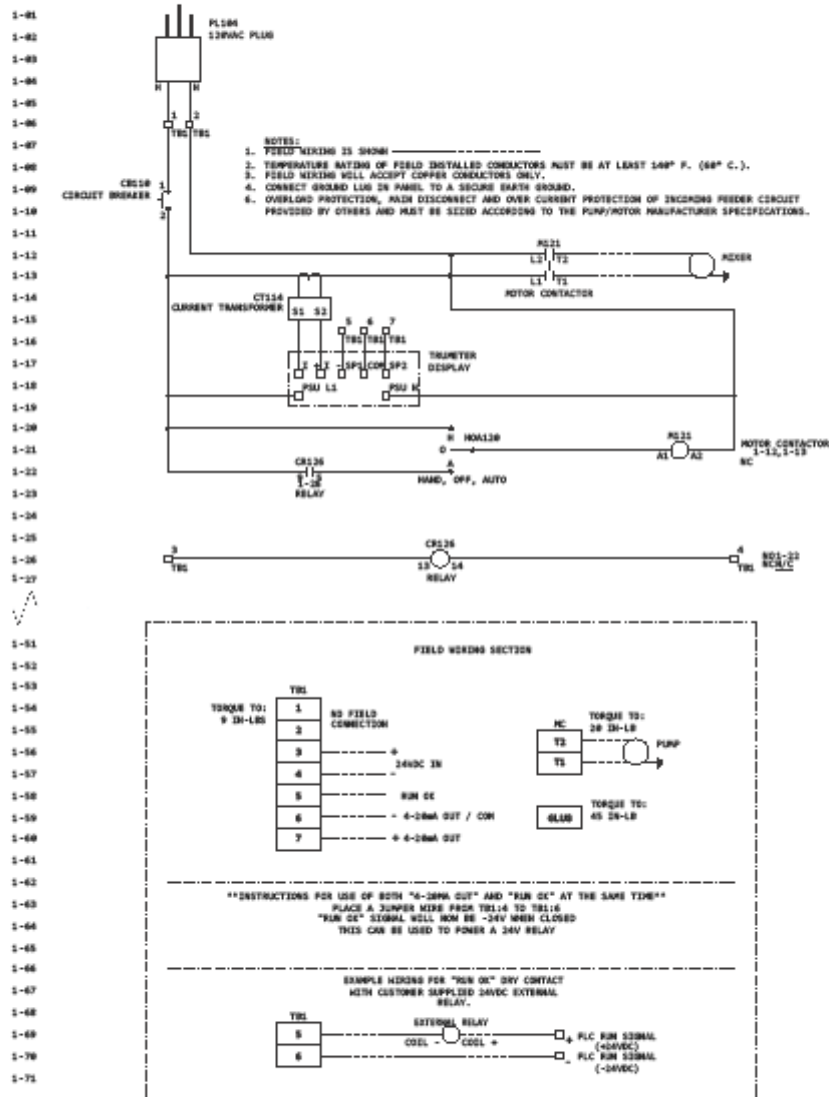
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Technical Data Sheet

GridBee SCADA Panel Electric Schematic



MEDORA 101846		IFG DESCRIPTION LIT, RH, SCH, MEDORA GS SERIES 120V 101846	
DESIGN BY 33	DATE 9/23/19	PROJECT NUMBER 1064197	SHEET NUMBER 1 OF 1
APPROVED BY ACB	DATE 9/23/19		REV A

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