



Mineral Point, Wisconsin

# CITY OF MINERAL POINT

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

## AGENDA

### CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, July 14, 2026, 6:00 PM

City Hall Community Room/Virtually

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

1. **Call to Order. Roll Call. Confirmation of Compliance with the Open Meetings Law.**
2. **Pledge of Allegiance.**
3. **Persons Desiring to be Heard** – Five-minute limit except by consent of Council; no action will be taken on any item that is not specifically listed on the agenda.
4. **Public Hearing** – regarding the vacation and discontinuance of portions of Jones Street, Detroit Street, Silver Street, and Bay Street in the City of Mineral Point, Iowa County, Wisconsin. **Action:** Open public hearing/Hear testimony/Close public hearing.
5. **Mayor's Correspondence.**
6. **Administrator's Report.**
7. **Clerk-Treasurer's Correspondence.**
8. **Consent Agenda.**
  - a. Approval of Minutes and Proceedings from the June 9 and June 29, 2026 meetings.
  - b. Approval of monthly bills. *Finance Committee recommendation to be reported at Council meeting.*
9. **New Business.**
  - a. Consideration of Pay Application #3 from Rule Construction Ltd. for South and Commerce Street Reconstruction. *Finance Committee recommendation to be reported at Council meeting.*
  - b. Consideration of Pay Application #2 from Owens Excavating and Trenching, Inc for Brewery Creek Subdivision 1<sup>st</sup> Addition. *Finance Committee recommendation to be reported at Council meeting.*
  - c. Consideration of Pay Application #1 from Pleva Mechanical, Inc for Pool Chemical Controller Project. *Finance Committee recommendation to be reported at Council meeting.*
  - d. Consideration of State/Municipal Maintenance Agreement related to WisDOT reconstruction of STH 23 and installation of stormwater on Spruce St. *Water and Sewer/Streets Committees recommendation to be reported at the meeting.*
  - e. Consideration of installing transfer switch for back-up power at Well 4. *Water and Sewer Committee recommends contracting with AB Electric.*
  - f. Consideration of sewer televising and cleaning contract for 2026 – 2027. *Water and Sewer Committee recommends contracting with Flow-Rite.*
  - g. Consideration of Water Tower inspection and interior cleaning. *Water and Sewer Committee recommends contracting with KLM for cleaning and inspection, and Peerless for temporary water service.*
  - h. Consideration of water tower mixer and installation. *Water and Sewer Committee recommends contracting with KLM.*
  - i. Consideration of Grant Agreement and Use Restriction for the Mineral Point Opera House.

## OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | [administrator@cityofmineralpointwi.gov](mailto:administrator@cityofmineralpointwi.gov)

City Clerk-Treasurer | Christy Skelding | [cityclerk@cityofmineralpointwi.gov](mailto:cityclerk@cityofmineralpointwi.gov)



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- j. Consideration of a Lighting and Trellis Easement with AXS, LLC for the attachment of lights and trellises to 145 High Street as part of the Cornish Heritage Park revitalization project.
  - k. Consideration of the purchase of a Speed Board. *Police and Licensing Committee recommends approval.*
  - l. Consideration of Wisconsin Department of Natural Resources Financial Assistance Agreements for the Clean Water Fund and Safe Drinking Water Loan Programs. *Finance Committee Recommendation to be reported at the meeting.*
  - m. Consideration of Resolution 2026 – 10, Authorizing the Issuance and Sale of Up to \$715,439 Sewerage System Revenue Bonds, Series 2026, and Providing for Other Details and Covenants with Respect Thereto, and Approval of Related Financial Assistance Agreement. *Finance Committee Recommendation to be reported at the meeting.*
  - n. Consideration of Resolution 2026 – 11, Authorizing the Issuance and Sale of Up to \$565,377 Water System Revenue Bonds, Series 2026, and Providing for Other Details and Covenants with Respect Thereto, and Approval of Related Financial Assistance Agreement. *Finance Committee Recommendation to be reported at the meeting.*
  - o. Consideration of Resolution No. 2026-07, A Resolution recognizing the critical importance of accessible, affordable, and quality childcare services to the Mineral Point Community and Economy.
  - p. Consideration of Resolution No. 2026-08, A Resolution to accept the gift of property located at 537 Ridge St., Mineral Point, Iowa County, Wisconsin. *Property Committee Recommends approval.*
  - q. Consideration of Resolution No. 2026-09, relating to the City of Mineral Point's participation in the Wisconsin Economic Development Corporation's Community Development Investment Grant Program. *Finance Committee Recommendation to be reported at the meeting.*
  - r. Consideration of Resolution No. 2026-12, A Resolution to vacate and discontinue portions of Jones Street, Detroit Street, Silver Street, and Bay Street in the City of Mineral Point, Iowa County, Wisconsin.
  - s. Consideration of Ordinance 2026 – 02, An Ordinance to Amend Sections 72.001, 72.019, and 72.999(B) of the Municipal Code of the City of Mineral Point, Iowa County, Wisconsin, relating to regulating the use of Bicycles and Play Vehicles on Sidewalks. *Ordinance Committee recommends approval.*
  - t. Consideration of Ordinance 2026 – 03, An Ordinance to Amend the Extraterritorial Zoning Ordinance and Map of the City of Mineral Point, Iowa County, Wisconsin. *Extraterritorial Plan Commission recommends approval.*
  - u. Consideration of the request of Blue Damsels LLC, owner of property located at 1345 State Rd 23, Mineral Point, WI in the Extraterritorial Zone (Tax Parcel: 018-0436.C), for a conditional use permit for non-profit business operations, education center, retail greenhouse, trailer storage and rental, and short-term lodging. *Extraterritorial Plan Commission recommends approval.*

**10. Adjourn.**

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## OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

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Join: <https://teams.microsoft.com/meet/240408885858278?p=YBPvZL3Fvmh1MLuf8B>  
Meeting ID: 240 408 885 858 278, Passcode: gE22Zs9j  
[+1 872-256-4172](tel:+18722564172),,[24487200](tel:+18722564172)#

Agenda Posted and Distributed: Thursday, July 9, 2026.

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

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## OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | [administrator@cityofmineralpointwi.gov](mailto:administrator@cityofmineralpointwi.gov)  
City Clerk-Treasurer | Christy Skelding | [cityclerk@cityofmineralpointwi.gov](mailto:cityclerk@cityofmineralpointwi.gov)



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MINERAL POINT, WI 53565  
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**NOTICE OF PUBLIC HEARING**  
**CITY OF MINERAL POINT COMMON COUNCIL**  
**TUESDAY, JULY 14, 2026 6:00 p.m.**  
**City Hall - Community Room**

NOTICE IS HEREBY GIVEN that the City of Mineral Point Common Council will meet at the place, date, and time indicated above to consider a resolution to vacate and discontinue portions of Jones Street, Detroit Street, Silver Street, and Bay Street in the City of Mineral Point, Iowa County, Wisconsin.

The Resolution affects the title to the real estate described as follows:

Jones Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 20 feet in width lying between lots 39 and 40, east of Green Street and west of Center Street (platted as Silver Street), in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

Detroit Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 33 feet in width lying between lots 19 and 27, south of Oak Street (platted as Dodge Street) and north of Jones Street, in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

A parcel of land 33 feet in width lying between lots 18 and 28, south of Jones Street and north of Ore Street, in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

Silver Street (Platted as Oak Street), more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 20 feet in width lying between lots 28 and 29, south of Jones Street and north of Ore Street, in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

Bay Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

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# City of Mineral Point

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Mineral Point, Wisconsin

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A parcel of land 20 feet in width lying between lots 16 and 18, south of Jones Street and north of Ore Street, in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

All interested persons, their agents, or representatives may appear at said hearing and address the Common Council regarding the resolution.

Published: June 11, June 18, and June 25, 2026

Christy Skelding  
City Clerk/Treasurer

*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.*

**MINUTES**

**CITY OF MINERAL POINT COMMON COUNCIL MEETING  
Tuesday, June 9, 2026 – 6:00 PM  
City Hall Community Room/Virtually**

**CALL TO ORDER/ROLL CALL**

Meeting called to order by Mayor Clark at 6:00 PM.

Christensen	Present		Graber	Present
Weier	Excused		Burrows	Present
McKeon	Present		Allendorf	Present
Ramshur	Excused		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Mary Glindinning, Matthew Payne, John Spady, Street Foreman Chad Whitford, Lauren Becker, Police Chief Bob Weier, Library Director Diane Palzkill, Fire Chief Deven Walrack, Chris Radtke, Water/Sewer Superintendent Nate Fosbinder				

**PERSONS DESIRING TO BE HEARD** – Matthew Payne – 324 Dodge Street – Asking for consideration allocating funding this year, 2026, to support planning and execution to support the Bicentennial in 2027. There is a need for public funding on this effort. To date, there is no public funding for this celebration from the City.

John Spady – 111 Jail Alley – Has a letter in to the state asking if the Tourism Commission is allowed to give a grant to this celebration.

**MAYOR’S CORRESPONDENCE** – Outside of all of the sporting events, Mayor Clark acknowledges that on June 19, 2026, the City is welcoming members and guests of the Milwaukee Road Historical Association as they visit the Mineral Point Railroad Museum.

**ADMINISTRATOR’S REPORT** – Administrator Honer stated that he intends to work with the Personnel Committee and Council through the August meeting, with his last day being the day of the August Council meeting.

**CLERK-TREASURER’S CORRESPONDENCE** – Clerk Skelding stated that the August Council meeting falls on the same day as the August election. City Council will be moved to Wednesday, August 12<sup>th</sup>.

**CONSENT AGENDA**

- a. Approval of Certified Survey Map requested by Maggie Tucker for the combination of parcels 251-0349, 251-0186, 251-0185, 251-0184, and 251-0183 at 103-111 Commerce Street.
- b. Approval of Certified Survey Map requested by Randy Fleming for adjustment of a lot line between the tax parcels 251-0342.15 and 251-0342.14 at 141 and 145 Merry Christmas Lane and the combining of parcels 251-0342.OL1 and 251.0342.15.
- c. Approval of May 12, 2026 Minutes and Proceedings.
- d. Approval of monthly bills.

The Finance Committee recommends approval of the monthly bills.

**Motion (Allendorf/Christensen) to approve the consent agenda as presented. Motion carried, all voting aye (6-0).**

**NEW BUSINESS**

**CONSIDERATION OF PAY APPLICATION #2 FROM RULE CONSTRUCTION LTD FOR SOUTH AND COMMERCE STREET RECONSTRUCTION.**

The Finance Committee recommends approval.

**Motion (Allendorf/McKeon) to approve Pay Application #2 from Rule Construction LTD. For South and Commerce Street reconstruction. Motion carried, all voting aye (6-0).**

CONSIDERATION OF PAY APPLICATION #1 FROM OWENS EXCAVATING AND TRENCHING, INC FOR BREWERY CREEK SUBDIVISION 1<sup>ST</sup> ADDITION.

The Finance Committee recommends approval.

**Motion (Allendorf/Goodney) to approve Pay Application #1 from Owens Excavating and Trenching, Inc for Brewery Creek Subdivision 1<sup>st</sup> Addition. Motion carried, all voting aye (6-0).**

CONSIDERATION OF MINERAL POINT CHAMBER OF COMMERCE'S SPECIAL EVENT PERMIT FOR THE 4<sup>TH</sup> OF JULY CELEBRATIONS, INCLUDING THE CLOSURE OF HIGH STREET FOR A PARADE AND FIREWORKS OBSERVATION, AND USE OF WATER TOWER PARK.

Administrator Honer stated that Chief Weier has reviewed the application. As long as the Chamber gets the volunteers needed to block off the street, everything in the application is good. The Chamber is still looking for volunteers to block off the street.

**Motion (Allendorf/McKeon) to approve the Mineral Point Chamber of Commerce's special event permit for the 4<sup>th</sup> of July celebrations, including the closure of High Street for a parade and fireworks observation, and use of Water Tower Park. Motion carried, all voting aye (6-0).**

ACKNOWLEDGEMENT OF THE 2025 AUDIT.

The Finance Committee recommends acknowledgement of the 2025 Audit.

**Motion (Burrows/Allendorf) to acknowledge the 2025 Audit. Motion carried, all voting aye (6-0).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 "CLASS A" BEER AND LIQUOR LICENSES.

The Police and Licensing Committee recommends approval of the 2026-2027 "Class A" Beer and Liquor Licenses.

**Motion (McKeon/Graber) to approve the applications for 2026-2027 "Class A" Beer and Liquor licenses. Motion carried, all voting aye (6-0).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 CLASS "B" BEER LICENSES.

The Police and Licensing Committee recommends approval of the 2026-2027 Class "B" Beer Licenses.

**Motion (McKeon/Goodney) to approve the applications for 2026-2027 Class "B" Beer licenses. Motion carried, all voting aye with Alder Burrows abstaining (5-0-1).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 "CLASS C" WINE LICENSES.

The Police and Licensing Committee recommends approval of the 2026-2027 "Class C" Wine Licenses.

**Motion (Allendorf/McKeon) to approve the applications for 2026-2027 "Class C" Wine licenses. Motion carried, all voting aye with Alder Burrows abstaining (5-0-1).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 "CLASS B" BEER AND LIQUOR LICENSES.

The Police and Licensing Committee recommends approval of the 2026-2027 "Class B" Beer and Liquor Licenses.

**Motion (Graber/Allendorf) to approve the applications for 2026-2027 "Class B" Beer and Liquor licenses. Motion carried, all voting aye with Alder McKeon abstaining (5-0-1).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 SIDEWALK CAFÉ/PARKLET PERMITS.

The Police and Licensing Committee recommends approval of the 2026-2027 Sidewalk Café/Parklet permits. Café 43 and Staple and Fancy have requested to leave their tables out every night.

**Motion (Burrows/Allendorf) to approve the applications for 2026-2027 Sidewalk Café/Parklet Permits. Motion carried, all voting aye (6-0).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 EXTENSION OF PREMISE.

The Police and Licensing Committee recommends approval of the 2026-2027 Extension of Premise license.

**Motion (McKeon/Allendorf) to approve the applications for 2026-2027 Extension of Premise licenses. Motion carried, all voting aye (6-0).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 OUTDOOR DRINKING PERMITS.

The Police and Licensing Committee recommends approval of the 2026-2027 Outdoor Drinking Permits, with the exception of Café 43. They do not need to have the Outdoor Drinking permit as their extension of premise and Sidewalk Café permit covers their outdoor area.

**Motion (Allendorf/Goodney) to approve the applications for 2026-2027 Outdoor Permits, except for Café 43. Motion carried, all voting aye with Alder McKeon abstaining (5-0-1).**

CONSIDERATION OF A MEMORANDUM OF AGREEMENT BETWEEN THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE AND THE CITY OF MINERAL POINT, WI, TO COMPLETE PHASE 2 OF AN ARCHITECTURAL SURVEY OF THE MINERAL POINT HISTORICAL DISTRICT AND THE CITY OF MINERAL POINT.

Administrator Honer stated that the City was awarded a grant for Phase 2 of an architectural survey from the Wisconsin Historical Society. This is the second phase of the two phase project to update the City's intensive Historic Architecture Survey. Once completed, this new survey will be uploaded to the State and National register. This survey does not change any of the current boundaries for the Local Historic Preservation District; no new properties will be subject to local design review based on the completion of this survey.

Wisconsin Historical Society has awarded the City \$34,500 for Phase 2. The amount awarded will also help to cover staff time and to assist the Historic Preservation Commission in doing public outreach.

The Historic Preservation Commission recommended awarding both Phase 1 and Phase 2 of the project to Legacy Architecture.

**Motion (Allendorf/Christensen) to approve the Memorandum of Agreement between the Wisconsin State Historic Preservation Office and the City of Mineral Point, WI, to complete phase 2 of an architectural survey of the Mineral Point Historical District and the City of Mineral Point. Motion carried, all voting aye (6-0).**

CONSIDERATION OF AWARDED A CONTRACT TO COMPLETE PHASE 2 OF AN ARCHITECTURAL SURVEY OF THE MINERAL POINT HISTORICAL DISTRICT AND CITY OF MINERAL POINT TO LEGACY ARCHITECTURE, INC.

The Historic Preservation Commission recommended awarding Phase 2 to Legacy Architecture.

**Motion (Burrows/Graber) to award a contract to complete phase 2 of an Architectural Survey of the Mineral Point Historical District and City of Mineral Point to Legacy Architecture, Inc. Motion carried, all voting aye (6-0).**

CONSIDERATION OF A TUCKPOINTING AND FLASHING PROPOSAL FROM GRONEN RESTORATION.

The Public Health and Property Committee contacted other contractors who were ultimately not interested in taking on the work of tuckpointing the library and Opera House due to insurance restrictions, and a back log of work. This proposal is slightly over budget, but the City had cost savings with previous projects that will help fund the project.

The Public Health and Property, and Finance Committees recommend approval.

**Motion (Allendorf/Goodney) to approve a tuckpointing and flashing proposal from Gronen Restoration for the Mineral Point Public Library. Motion carried, all voting aye (6-0).**

CONSIDERATION OF AN ENCROACHMENT AGREEMENT AT 203 HIGH STREET FOR A SHED ENCROACHING THE JAIL ALLEY RIGHT-OF-WAY.

Alder Allendorf stated that there is a building that is in disrepair that has an encroachment on the city's right-of-way on Jail Alley. The Public Health and Property Committee, along with City Administrator Honer, have been working with the property owners to try to come up with other viable solutions to not have an encroachment on the city's right-of-way, but the Public Health and Property Committee feels this is the best proposal.

The Public Health and Property Committee recommends approval.

**Motion (Burrows/McKeon) to approve an encroachment agreement at 203 High Street for a shed encroaching the Jail Alley right-of-way. Motion carried, all voting aye (6-0).**

CONSIDERATION OF FIRST AMENDMENT TO CITY OF MINERAL POINT WATER TOWER LICENSE AGREEMENT WITH MH TELECOM, LLC.

Administrator Honer stated that MH Telecom, LLC is seeking to install a new 100-amp service to the Water Tower. They provide wireless internet to areas within and outside the city, and the City leases the use of the Water Tower for MH Telecom, LLC to be able to utilize the top of the tower to provide service. Currently, the City has a sub panel that comes from the well house and enters into the water tower. MH Telecom, LLC, has offered to install a panel on the water tower and have offered to pay the electric bill for the new panel.

City Attorney Hagen reviewed the license agreement and believes there are enough protections for the City in this agreement.

**Motion (Allendorf/Burrows) to approve the First Amendment to City of Mineral Point Water Tower License Agreement with MH Telecom, LLC. Motion carried, all voting aye (6-0).**

CONSIDERATION OF RESOLUTION NO. 2026-04 AUTHORIZING APPROVAL AND SUBMITTAL OF THE 2025 COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR).

Water and Sewer Superintendent Fosbinder stated that the City's "grade" with the DNR on the CMAR report has vastly improved over the last year. This is an annual report of what the Water & Sewer Department is doing and how the treatment plant is working.

**Motion (Allendorf/McKeon) to approve Resolution No. 2026-04 authorizing approval and submittal of the 2025 Compliance Maintenance Annual Report (CMAR). Motion carried, all voting aye (6-0).**

CONSIDERATION OF RESOLUTION NO. 2026-05, A PRELIMINARY RESOLUTION DELCARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS RELATIVE TO THE INSTALLATION OF CURB AND GUTTER ALONG PORTIONS OF COMMERCE STREET IN THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN.

This is the first process in assessing properties adjacent to the construction project on Commerce Street. City ordinances require that where sidewalks and curb and gutter do not exist but are installed, the adjacent property owner is assessed 50%. A generous community member offered to pay the property owners cost for sidewalks in the South and Commerce Streets Project. Because of this, there is no need to assess the private property owners for sidewalks. However, curb and gutter still require an assessment.

Alder McKeon stated that she understands there was a citizen that provided funding for the sidewalks, however she asked if businesses were informed that curb and gutter was not covered and still needed to be assessed. Administrator Honer stated that property owners were notified of the assessments required.

**Motion (Burrows/Goodney) to approve Resolution No. 2026-05, a preliminary resolution declaring intent to exercise special assessment powers relative to the installation of curb and gutter along portions of Commerce Street in the City of Mineral Point, Iowa County, Wisconsin. Motion carried, all voting aye with Alder McKeon voting no (5-1).**

ADJOURNMENT

**Motion (Graber/Allendorf) to adjourn at 6:34 p.m. Motion carried, all voting aye (6-0).**

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Matthew Honer, City Administrator

**Approved:**

**PROCEEDINGS**

**CITY OF MINERAL POINT COMMON COUNCIL MEETING  
Tuesday, June 9, 2026 – 6:00 PM  
City Hall Community Room/Virtually**

**CALL TO ORDER/ROLL CALL**

Meeting called to order by Mayor Clark at 6:00 PM.

Christensen	Present		Graber	Present
Weier	Excused		Burrows	Present
McKeon	Present		Allendorf	Present
Ramshur	Excused		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Mary Glindinning, Matthew Payne, John Spady, Street Foreman Chad Whitford, Lauren Becker, Police Chief Bob Weier, Library Director Diane Palzkill, Fire Chief Deven Walrack, Chris Radtke, Water/Sewer Superintendent Nate Fosbinder				

**PERSONS DESIRING TO BE HEARD** – Matthew Payne – 324 Dodge Street – Asking for consideration allocating funding this year, 2026, to support planning and execution to support the Bicentennial in 2027. There is a need for public funding on this effort. To date, there is no public funding for this celebration from the City.

John Spady – 111 Jail Alley – Has a letter in to the state asking if the Tourism Commission is allowed to give a grant to this celebration.

**MAYOR’S CORRESPONDENCE** – Outside of all of the sporting events, Mayor Clark acknowledges that on June 19, 2026, the City is welcoming members and guests of the Milwaukee Road Historical Association as they visit the Mineral Point Railroad Museum.

**ADMINISTRATOR’S REPORT** – Administrator Honer stated that he intends to work with the Personnel Committee and Council through the August meeting, with his last day being the day of the August Council meeting.

**CLERK-TREASURER’S CORRESPONDENCE** – Clerk Skelding stated that the August Council meeting falls on the same day as the August election. City Council will be moved to Wednesday, August 12<sup>th</sup>.

**CONSENT AGENDA**

- a. Approval of Certified Survey Map requested by Maggie Tucker for the combination of parcels 251-0349, 251-0186, 251-0185, 251-0184, and 251-0183 at 103-111 Commerce Street.
- b. Approval of Certified Survey Map requested by Randy Fleming for adjustment of a lot line between the tax parcels 251-0342.15 and 251-0342.14 at 141 and 145 Merry Christmas Lane and the combining of parcels 251-0342.OL1 and 251.0342.15.
- c. Approval of May 12, 2026 Minutes and Proceedings.
- d. Approval of monthly bills.

The Finance Committee recommends approval of the monthly bills.

**Motion (Allendorf/Christensen) to approve the consent agenda as presented. Motion carried, all voting aye (6-0).**

**NEW BUSINESS**

**CONSIDERATION OF PAY APPLICATION #2 FROM RULE CONSTRUCTION LTD FOR SOUTH AND COMMERCE STREET RECONSTRUCTION.**

**Motion (Allendorf/McKeon) to approve Pay Application #2 from Rule Construction LTD. For South and Commerce Street reconstruction. Motion carried, all voting aye (6-0).**

CONSIDERATION OF PAY APPLICATION #1 FROM OWENS EXCAVATING AND TRENCHING, INC FOR BREWERY CREEK SUBDIVISION 1<sup>ST</sup> ADDITION.

**Motion (Allendorf/Goodney) to approve Pay Application #1 from Owens Excavating and Trenching, Inc for Brewery Creek Subdivision 1<sup>st</sup> Addition. Motion carried, all voting aye (6-0).**

CONSIDERATION OF MINERAL POINT CHAMBER OF COMMERCE’S SPECIAL EVENT PERMIT FOR THE 4<sup>TH</sup> OF JULY CELEBRATIONS, INCLUDING THE CLOSURE OF HIGH STREET FOR A PARADE AND FIREWORKS OBSERVATION, AND USE OF WATER TOWER PARK.

**Motion (Allendorf/McKeon) to approve the Mineral Point Chamber of Commerce’s special event permit for the 4<sup>th</sup> of July celebrations, including the closure of High Street for a parade and fireworks observation, and use of Water Tower Park. Motion carried, all voting aye (6-0).**

ACKNOWLEDGEMENT OF THE 2025 AUDIT.

**Motion (Burrows/Allendorf) to acknowledge the 2025 Audit. Motion carried, all voting aye (6-0).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 “CLASS A” BEER AND LIQUOR LICENSES.

**Motion (McKeon/Graber) to approve the applications for 2026-2027 “Class A” Beer and Liquor licenses. Motion carried, all voting aye (6-0).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 CLASS “B” BEER LICENSES.

**Motion (McKeon/Goodney) to approve the applications for 2026-2027 Class “B” Beer licenses. Motion carried, all voting aye with Alder Burrows abstaining (5-0-1).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 “CLASS C” WINE LICENSES.

**Motion (Allendorf/McKeon) to approve the applications for 2026-2027 “Class C” Wine licenses. Motion carried, all voting aye with Alder Burrows abstaining (5-0-1).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 “CLASS B” BEER AND LIQUOR LICENSES.

**Motion (Graber/Allendorf) to approve the applications for 2026-2027 “Class B” Beer and Liquor licenses. Motion carried, all voting aye with Alder McKeon abstaining (5-0-1).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 SIDEWALK CAFÉ/PARKLET PERMITS.

**Motion (Burrows/Allendorf) to approve the applications for 2026-2027 Sidewalk Café/Parklet Permits. Motion carried, all voting aye (6-0).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 EXTENSION OF PREMISE.

**Motion (McKeon/Allendorf) to approve the applications for 2026-2027 Extension of Premise licenses. Motion carried, all voting aye (6-0).**

CONSIDERATION OF APPLICATIONS FOR 2026-2027 OUTDOOR DRINKING PERMITS.

**Motion (Allendorf/Goodney) to approve the applications for 2026-2027 Outdoor Permits, except for Café 43. Motion carried, all voting aye with Alder McKeon abstaining (5-0-1).**

CONSIDERATION OF A MEMORANDUM OF AGREEMENT BETWEEN THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE AND THE CITY OF MINERAL POINT, WI, TO COMPLETE PHASE 2 OF AN ARCHITECTURAL SURVEY OF THE MINERAL POINT HISTORICAL DISTRICT AND THE CITY OF MINERAL POINT.

**Motion (Allendorf/Christensen) to approve the Memorandum of Agreement between the Wisconsin State Historic Preservation Office and the City of Mineral Point, WI, to complete phase 2 of an architectural survey of the Mineral Point Historical District and the City of Mineral Point. Motion carried, all voting aye (6-0).**

CONSIDERATION OF AWARDING A CONTRACT TO COMPLETE PHASE 2 OF AN ARCHITECTURAL SURVEY OF THE MINERAL POINT HISTORICAL DISTRICT AND CITY OF MINERAL POINT TO LEGACY ARCHITECTURE, INC.

**Motion (Burrows/Graber) to award a contract to complete phase 2 of an Architectural Survey of the Mineral Point Historical District and City of Mineral Point to Legacy Architecture, Inc. Motion carried, all voting aye (6-0).**

CONSIDERATION OF A TUCKPOINTING AND FLASHING PROPOSAL FROM GRONEN RESTORATION.

**Motion (Allendorf/Goodney) to approve a tuckpointing and flashing proposal from Gronen Restoration for the Mineral Point Public Library. Motion carried, all voting aye (6-0).**

CONSIDERATION OF AN ENCROACHMENT AGREEMENT AT 203 HIGH STREET FOR A SHED ENCROACHING THE JAIL ALLEY RIGHT-OF-WAY.

**Motion (Burrows/McKeon) to approve an encroachment agreement at 203 High Street for a shed encroaching the Jail Alley right-of-way. Motion carried, all voting aye (6-0).**

CONSIDERATION OF FIRST AMENDMENT TO CITY OF MINERAL POINT WATER TOWER LICENSE AGREEMENT WITH MH TELECOM, LLC.

**Motion (Allendorf/Burrows) to approve the First Amendment to City of Mineral Point Water Tower License Agreement with MH Telecom, LLC. Motion carried, all voting aye (6-0).**

CONSIDERATION OF RESOLUTION NO. 2026-04 AUTHORIZING APPROVAL AND SUBMITTAL OF THE 2025 COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR).

**Motion (Allendorf/McKeon) to approve Resolution No. 2026-04 authorizing approval and submittal of the 2025 Compliance Maintenance Annual Report (CMAR). Motion carried, all voting aye (6-0).**

CONSIDERATION OF RESOLUTION NO. 2026-05, A PRELIMINARY RESOLUTION DELCARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS RELATIVE TO THE INSTALLATION OF CURB AND GUTTER ALONG PORTIONS OF COMMERCE STREET IN THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN.

**Motion (Burrows/Goodney) to approve Resolution No. 2026-05, a preliminary resolution declaring intent to exercise special assessment powers relative to the installation of curb and gutter along portions of Commerce Street in the City of Mineral Point, Iowa County, Wisconsin. Motion carried, all voting aye with Alder McKeon voting no (5-1).**

#### ADJOURNMENT

**Motion (Graber/Allendorf) to adjourn at 6:34 p.m. Motion carried, all voting aye (6-0).**

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Matthew Honer, City Administrator

**Approved:**

**MINUTES**

**CITY OF MINERAL POINT COMMON COUNCIL MEETING  
Monday, June 29, 2026 – 5:30 PM  
City Hall Community Room/Virtually**

**CALL TO ORDER/ROLL CALL**

Meeting called to order by Mayor Clark at 5:31 PM.

Christensen	Present		Graber	Present
Weier	Excused		Burrows	Present
McKeon	Present		Allendorf	Present
Ramshur	Present		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Troy Maggied				

**CLOSED SESSION**

MOTION TO CONVENE IN CLOSED SESSION VIA ROLL CALL VOTE PURSUANT TO WIS.STATS. §19.85(1)(c) FOR CONSIDERATION OF EMPLOYMENT, PROMOTION, COMPENSATION OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY (CITY ADMINISTRATOR HIRING).

**Motion (Burrows/Goodney) to move to closed session at 5:32 p.m. Motion carried by roll call, all voting aye (7-0).**

**Motion (Burrows/Christensen) to move to open session at 5:49 p.m. Motion carried, all voting aye.**

**Motion (Burrows/Christensen) to approve a contract for the new City Administrator, Troy Maggied, including the changes sent by the City Attorney. Motion carried via roll call, all voting aye (7-0).**

**ADJOURNMENT**

**Motion (McKeon/Ramshur) to adjourn at 5:49 p.m. Motion carried, all voting aye (7-0).**

\_\_\_\_\_  
Matthew Honer, City Administrator

**Approved:**

**PROCEEDINGS**

**CITY OF MINERAL POINT COMMON COUNCIL MEETING  
Monday, June 29, 2026 – 5:30 PM  
City Hall Community Room/Virtually**

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**ADJOURNMENT**

**Motion (McKeon/Ramshur) to adjourn at 5:49 p.m. Motion carried, all voting aye (7-0).**

\_\_\_\_\_  
Matthew Honer, City Administrator

**Approved:**

**2026 Year to Date Budget Report**  
**City of Mineral Point**  
**June 2026 General Fund**  
% of Year Complete: 50%

	<u>June</u>	<u>Year to Date</u>	<u>2026 Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
General Government	33,689	399,854	\$ 1,115,332	36%
Public Safety	16,412	28,975	\$ 115,850	25%
Public Works		-	\$ -	0%
Culture, Recreation, Education	28,915	40,298	\$ 54,250	74%
Conservation & Development	1,922	34,991	\$ 90,000	39%
Property Taxes	-	1,509,091	\$ 1,903,071	79%
<b>Total</b>	<b>80,938</b>	<b>2,013,208</b>	<b>\$ 3,278,504</b>	<b>61%</b>
<b>EXPENSES</b>				
General Government Personnel	(3,686)	(83,499)	(177,750)	47%
General Government Operations	(20,689)	(88,900)	(154,888)	57%
Public Safety Personnel	(51,868)	(388,324)	(785,180)	49%
Public Safety Operations	(11,314)	(193,511)	(305,639)	63%
Public Works Personnel	(8,927)	(104,373)	(274,883)	38%
Public Works Operations	(27,241)	(169,195)	(363,272)	47%
Culture, Recreation, Education Personnel	(12,316)	(55,381)	(172,781)	32%
Culture, Recreation, Education Operations	(21,560)	(54,601)	(92,503)	59%
Conservation/Development Operations	(6,847)	(46,112)	(94,650)	49%
Debt Service Principal	-	(238,147)	(428,613)	56%
Debt Service Interest	-	(50,876)	(220,272)	23%
Other Financing Uses	-	(201,581)	(208,072)	97%
<b>Total</b>	<b>(164,448)</b>	<b>(1,674,501)</b>	<b>(3,278,504)</b>	<b>51%</b>

<b>Council Check Report</b>				
<b>Tuesday, July 13, 2026</b>				
	Regular	Manual	Pay Apps	Total
Pooled Cash - General	52,706.03	37,739.32		<b>90,445.35</b>
Pooled Cash - Library	2,171.00	4,332.32		<b>6,503.32</b>
Pooled Cash - Debt Service				-
Pooled Cash- Outlay Fund	1,175.95			<b>1,175.95</b>
Pooled Cash - Capital Projects			615,997.00	<b>615,997.00</b>
Pooled Cash - Water	37,937.12	5,886.54		<b>43,823.66</b>
Pooled Cash - Sewer	40,186.19	10,165.28		<b>50,351.47</b>
Pooled Cash-TID #2	75,658.81		180,557.02	<b>256,215.83</b>
Pooled Cash- ARPA	39,441.14	91.99		<b>39,533.13</b>
Pooled Cash- Revolving Loan Fund				-
Sewer Loan Checking	312.00			<b>312.00</b>
MP Summer Rec	1,213.89			<b>1,213.89</b>
DARE Program				-
<b>Total</b>	<b>\$ 250,802.13</b>	<b>\$ 58,215.45</b>	<b>\$ 796,554.02</b>	<b>\$ 1,105,571.60</b>

<b>CASH</b>				
<b>Account</b>	<b>Bank</b>	<b>Balance</b>	<b>Interest Rate</b>	<b>Maturity</b>
General Checking	Farmers Savings	\$ 497,686.76	3.54%	
Loan-MP Sewer Disposal	Farmers Savings	\$ 13,528.45	0.25%	
MP D.A.R.E. Program	Farmers Savings	\$ 2,646.94	-	
MP Summer Rec Program	Farmers Savings	\$ 10,922.35	-	
Savings-Police Petty Cash	Farmers Savings	\$ 10.27	0.25%	
MP Water Dept-Gold Money Market	Farmers Savings	\$ 139,783.60	3.54%	
Sewage Disp Replacement- Gold Money Market	Farmers Savings	\$ 228,878.16	3.54%	
Sewer Utility Bond Reserve-Gold Money Market	Farmers Savings	\$ 138,650.84	3.54%	
General	LGIP	\$ 1,183,605.39	3.67%	
Water Capital	LGIP	\$ 35,944.39	3.67%	
Sewer Capital	LGIP	\$ 120,650.17	3.67%	
Capital Improvements	LGIP	\$ 1,324,125.04	3.67%	
ARPA	LGIP	\$ 99,512.76	3.67%	
Library	LGIP	\$ 32,199.45	3.67%	
Revolving Loan Fund-1989 WDF	LGIP	\$ 265,555.24	3.67%	
TID #2	LGIP	\$ 2,552,265.09	3.67%	
Fire Truck Outlay	LGIP	\$ 308,298.64	3.67%	
<b>Grand Total</b>		<b>\$ 6,954,263.54</b>		

LGIP rates went from 3.63% up to 3.67% in June  
 Shared Revenues will be received in July.



# Progress Estimate

# Contractor's Application

For (Contract):					<b>Contract #1 - Utility and Street Construction</b>				Application Number <b>3</b>		
Application Period:					<b>June 3, 2026 to July 7, 2026</b>				Application Date: <b>July 14, 2026</b>		
A					B	C		D	E	F	
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)		
Bid Item	Description										
1	Mobilization, Bonds, and Insurance as specified and indicated.	1	L.S.	\$52,000.00 / L.S.	\$52,000.00	1	L.S.	\$52,000.00		\$52,000.00	100%
2	Implementation of Traffic Control as specified and indicated.	1	L.S.	\$8,200.00 / L.S.	\$8,200.00	1	L.S.	\$8,200.00		\$8,200.00	100%
3	Implementation of Erosion Control as specified and indicated.	1	L.S.	\$7,700.00 / L.S.	\$7,700.00	1	L.S.	\$7,700.00		\$7,700.00	100%
4	Crack and Damage Survey completed as specified and indicated.	1	L.S.	\$15,000.00 / L.S.	\$15,000.00	0.5	L.S.	\$7,500.00		\$7,500.00	50%
5	Provide Temporary Intersection Lighting (2 Each) as specified and indicated.	1	L.S.	\$1,000.00 / L.S.	\$1,000.00		L.S.				
6	Dewatering (425 LF) completed as specified and indicated.	1	L.S.	\$1.00 / L.S.	\$1.00		L.S.				
7	Trench Rock Excavation as specified and indicated.	800	C.Y.	\$50.00 / C.Y.	\$40,000.00	119.6	C.Y.	\$5,980.00		\$5,980.00	95%
8	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	514	L.F.	\$185.00 / L.F.	\$95,090.00	525.0	L.F.	\$97,125.00		\$97,125.00	95%
9	10" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	414	L.F.	\$211.00 / L.F.	\$87,354.00	415.0	L.F.	\$87,565.00		\$87,565.00	95%
10	12" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	212	L.F.	\$222.00 / L.F.	\$47,064.00	212.0	L.F.	\$47,064.00		\$47,064.00	95%
11	15" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	26	L.F.	\$283.00 / L.F.	\$7,358.00	13.0	L.F.	\$3,679.00		\$3,679.00	95%
12	4' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	5	Each	\$6,800.00 / Each	\$34,000.00	5	Each	\$34,000.00		\$34,000.00	100%
13	6' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	1	Each	\$10,500.00 / Each	\$10,500.00	1	Each	\$10,500.00		\$10,500.00	100%

14	Connection to Existing Sanitary Sewer as specified and indicated.	5	Each	\$750.00 / Each	\$3,750.00	5	Each	\$3,750.00		\$3,750.00	100%
15	Replace Existing Sanitary Sewer Lateral as specified and indicated.	9	Each	\$3,800.00 / Each	\$34,200.00	9	Each	\$34,200.00		\$34,200.00	100%
16	Reconnect Existing Sanitary Sewer Lateral as specified and indicated.	1	Each	\$2,500.00 / Each	\$2,500.00	2	Each	\$5,000.00		\$5,000.00	95%
17	Abandon Existing Sanitary Sewer as specified and indicated.	1	L.S.	\$26,000.00 / L.S.	\$26,000.00	0.5	L.S.	\$13,000.00		\$13,000.00	50%
18	Post-Construction Televising of Sanitary Sewer as Specified and indicated.	1,166	L.F.	\$3.00 / L.F.	\$3,498.00	1,165.0	L.F.	\$3,495.00		\$3,495.00	100%
19	6" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	27	L.F.	\$175.00 / L.F.	\$4,725.00	27.5	L.F.	\$4,812.50		\$4,812.50	95%
20	8" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	60	L.F.	\$175.00 / L.F.	\$10,500.00	55.0	L.F.	\$9,625.00		\$9,625.00	95%
21	10" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	793	L.F.	\$164.00 / L.F.	\$130,052.00	785.0	L.F.	\$128,740.00		\$128,740.00	95%
22	6" Gate Valve installed as specified and indicated.	1	Each	\$2,700.00 / Each	\$2,700.00	1	Each	\$2,700.00		\$2,700.00	100%
23	8" Gate Valve installed as specified and indicated.	1	Each	\$3,400.00 / Each	\$3,400.00	1	Each	\$3,400.00		\$3,400.00	100%
24	10" Gate Valve installed as specified and indicated.	4	Each	\$4,500.00 / Each	\$18,000.00	4	Each	\$18,000.00		\$18,000.00	100%
25	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	2	Each	\$9,800.00 / Each	\$19,600.00	2	Each	\$19,600.00		\$19,600.00	100%
26	Remove Existing Fire Hydrant as specified and indicated.	2	Each	\$1,200.00 / Each	\$2,400.00	2	Each	\$2,400.00		\$2,400.00	100%
27	Connection to Existing Water Main as specified and indicated.	3	Each	\$5,500.00 / Each	\$16,500.00	3	Each	\$16,500.00		\$16,500.00	100%
28	Replace Existing Water Service with 1" Water Service as specified and indicated.	5	Each	\$3,200.00 / Each	\$16,000.00	5	Each	\$16,000.00		\$16,000.00	100%
29	Replace Existing Water Service with 1.5" Water Service as specified and indicated.	2	Each	\$3,800.00 / Each	\$7,600.00	2	Each	\$7,600.00		\$7,600.00	100%
30	Replace Existing Water Service with 2" Water Service as specified and indicated.	2	Each	\$4,200.00 / Each	\$8,400.00	2	Each	\$8,400.00		\$8,400.00	100%

31	New 1" Water Service installed as specified and indicated.	1	Each	\$3,200.00 / Each	\$3,200.00	1	Each	\$3,200.00		\$3,200.00	100%
32	New 6" DR 18 PVC Water Service with Tracer Wire and 6" Gate Valve installed as specified and indicated.	1	Each	\$4,500.00 / Each	\$4,500.00	1	Each	\$4,500.00		\$4,500.00	100%
33	Reconnect Existing 1" Water Service as specified and indicated.	2	Each	\$2,500.00 / Each	\$5,000.00	2	Each	\$5,000.00		\$5,000.00	100%
34	Connect Existing Roof Drain Piping to Concrete Curb with Curb Casting and 3" SCH 40 PVC Pipe as specified and indicated.	1	Each	\$500.00 / Each	\$500.00	2	Each	\$1,000.00		\$1,000.00	100%
35	New 4" SCH 40 PVC Storm Sewer for Connection to Sump Pump installed as specified and indicated.	1	Each	\$500.00 / Each	\$500.00	1	Each	\$500.00		\$500.00	100%
36	Connect Existing Drain Tile to Storm Sewer with 4" HDPE Drain Tile as specified and indicated.	3	Each	\$1,100.00 / Each	\$3,300.00	3	Each	\$3,300.00		\$3,300.00	100%
37	New 6" SDR 35 PVC Storm Sewer for Connection to existing Roof Drain installed as specified and indicated.	4	Each	\$1,700.00 / Each	\$6,800.00	4	Each	\$6,800.00		\$6,800.00	75%
38	8" SDR 35 PVC Storm Sewer installed as specified and indicated.	170	L.F.	\$95.00 / L.F.	\$16,150.00	143.5	L.F.	\$13,632.50		\$13,632.50	95%
39	10" HDPE Storm Sewer installed as specified and indicated.	183	L.F.	\$110.00 / L.F.	\$20,130.00	259.5	L.F.	\$28,545.00		\$28,545.00	95%
40	15" HDPE Storm Sewer installed as specified and indicated.	31	L.F.	\$120.00 / L.F.	\$3,720.00	27.0	L.F.	\$3,240.00		\$3,240.00	95%
41	15" Class III RCP Storm Sewer installed as specified and indicated.	182	L.F.	\$125.00 / L.F.	\$22,750.00	182.0	L.F.	\$22,750.00		\$22,750.00	95%
42	18" Class III RCP Storm Sewer installed as specified and indicated.	159	L.F.	\$130.00 / L.F.	\$20,670.00	159.5	L.F.	\$20,735.00		\$20,735.00	95%
43	30" HDPE Storm Sewer installed as specified and indicated.	630	L.F.	\$195.00 / L.F.	\$122,850.00	630.0	L.F.	\$122,850.00		\$122,850.00	95%
44	42" Class III RCP Storm Sewer installed as specified and indicated.	187	L.F.	\$274.00 / L.F.	\$51,238.00	188.5	L.F.	\$51,649.00		\$51,649.00	95%
45	24" Dia. PVC Storm Structure with 2' x 3' Casting installed as specified and indicated.	11	Each	\$5,500.00 / Each	\$60,500.00	11	Each	\$60,500.00		\$60,500.00	100%
46	24" Dia. PVC Storm Structure with 24" Dia. Casting installed as specified and indicated.	1	Each	\$5,500.00 / Each	\$5,500.00	1	Each	\$5,500.00		\$5,500.00	100%

47	2' x 3' Precast Concrete Storm Sewer Catch Basin installed as specified and indicated.	6	Each	\$2,900.00 / Each	\$17,400.00	6	Each	\$17,400.00		\$17,400.00	100%
48	5' Dia. Precast Concrete Storm Sewer Inlet installed as specified and indicated.	2	Each	\$6,500.00 / Each	\$13,000.00	2	Each	\$13,000.00		\$13,000.00	100%
49	6' Dia. Precast Concrete Storm Sewer Inlet installed as specified and indicated.	1	Each	\$8,400.00 / Each	\$8,400.00	1	Each	\$8,400.00		\$8,400.00	100%
50	7' Dia. Precast Concrete Storm Sewer Inlet installed as specified and indicated.	1	Each	\$10,500.00 / Each	\$10,500.00	1	Each	\$10,500.00		\$10,500.00	100%
51	Road Base Drainage System - 4" HDPE Perforated Drain Tile installed as specified and indicated.	6	Each	\$700.00 / Each	\$4,200.00	6	Each	\$4,200.00		\$4,200.00	100%
52	Remove and Replace Existing Storm Sewer Catch Basin Casting as specified and indicated.	1	Each	\$1,200.00 / Each	\$1,200.00	1	Each	\$1,200.00		\$1,200.00	100%
53	Connection to Existing Storm Sewer as specified and indicated.	2	Each	\$1,800.00 / Each	\$3,600.00	3	Each	\$5,400.00		\$5,400.00	100%
54	Abandon Existing Storm Sewer as specified and indicated.	1	L.S.	\$22,000.00 / L.S.	\$22,000.00	1	L.S.	\$22,000.00		\$22,000.00	100%
55	Heavy Rip-Rap over Geotextile Fabric installed as specified and indicated.	60	C.Y.	\$65.00 / C.Y.	\$3,900.00	29.0	C.Y.	\$1,885.00		\$1,885.00	48%
56	Supply and Installation of Stone Textured Face Precast Concrete Retaining Wall with Cap as specified and indicated.	50	L.F.	\$150.00 / L.F.	\$7,500.00	52.0	L.F.	\$7,800.00		\$7,800.00	100%
57	8" Concrete Retaining Wall installed as specified and indicated.	30	L.F.	\$110.00 / L.F.	\$3,300.00	25.0	L.F.	\$2,750.00		\$2,750.00	100%
58	Excavation/Fill (5,000 c.y.) as specified and indicated.	1	L.S.	\$132,000.00 / L.S.	\$132,000.00	1	L.S.	\$132,000.00		\$132,000.00	100%
59	Geotextile Fabric installed as specified and indicated.	1,750	S.Y.	\$3.00 / S.Y.	\$5,250.00	1,750.0	S.Y.	\$5,250.00		\$5,250.00	100%
60	Breaker Run installed as specified and indicated.	3,300	TON	\$17.75 / TON	\$58,575.00	2,369.14	TON	\$42,052.24		\$42,052.24	95%
61	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	3,500	TON	\$17.75 / TON	\$62,125.00	3,294.43	TON	\$58,476.13		\$58,476.13	95%
62	Concrete Curb and Gutter (24") installed as specified and indicated.	2,430	L.F.	\$18.00 / L.F.	\$43,740.00	2,528.5	L.F.	\$45,513.00		\$45,513.00	95%

63	Concrete Sidewalk (4") replaced as specified and indicated.	8,250	S.F.	\$7.25 / S.F.	\$59,812.50	8,200.00	S.F.	\$59,450.00		\$59,450.00	95%
64	Thickened Edge Concrete Sidewalk (4") replaced as specified and indicated.	400	S.F.	\$11.50 / S.F.	\$4,600.00	396.80	S.F.	\$4,563.20		\$4,563.20	95%
65	Concrete Driveway (6") replaced as specified and indicated.	1,250	S.F.	\$7.50 / S.F.	\$9,375.00	1,000.0	S.F.	\$7,500.00		\$7,500.00	95%
66	Handicap Ramp Detectable Warning Field (2'x4') installed as specified and indicated.	12	Each	\$300.00 / Each	\$3,600.00	12	Each	\$3,600.00		\$3,600.00	100%
67	1-1/2" SCH 40 Rigid Nonmetallic Conduit installed as specified and indicated.	2,000	L.F.	\$3.90 / L.F.	\$7,800.00	1,775.0	L.F.	\$6,922.50		\$6,922.50	89%
68	Electrical Wire Lighting (8 AWG) installed as specified and indicated.	450	L.F.	\$19.00 / L.F.	\$8,550.00	420.0	L.F.	\$7,980.00		\$7,980.00	93%
69	Electrical Wire Lighting (6 AWG) installed as specified and indicated.	1,550	L.F.	\$10.00 / L.F.	\$15,500.00	1,440.0	L.F.	\$14,400.00		\$14,400.00	93%
70	Lighting Control Cabinet (120/240) installed as specified and indicated.	1	Each	\$6,250.00 / Each	\$6,250.00	1	Each	\$6,250.00		\$6,250.00	100%
71	Concrete Light Pole Base installed as specified and indicated.	13	Each	\$1,075.00 / Each	\$13,975.00	12	Each	\$12,900.00		\$12,900.00	92%
72	7' Light Pole installation as specified and indicated (light pole and fixture materials provided by others).	2	Each	\$485.00 / Each	\$970.00	5	Each	\$2,425.00		\$2,425.00	100%
73	13' Light Pole installation as specified and indicated (light pole and fixture materials provided by others).	11	Each	\$485.00 / Each	\$5,335.00	7	Each	\$3,395.00		\$3,395.00	100%
74	8" Portland Cement Concrete (PCC) Pavement installed as specified and indicated.	3,300	S.Y.	\$80.00 / S.Y.	\$264,000.00	3,290.69	S.Y.	\$263,255.20		\$263,255.20	100%
75	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	375	TON	\$154.80 / TON	\$58,050.00	372.83	TON	\$57,714.08		\$57,714.08	95%
76	Traffic Signage installation as specified and indicated (materials provided by others).	12	Each	\$275.00 / Each	\$3,300.00	12	Each	\$3,300.00		\$3,300.00	100%
77	Pavement Markings installed as specified and indicated.	1	L.S.	\$15,650.00 / L.S.	\$15,650.00	1	L.S.	\$15,650.00		\$15,650.00	100%
78	Landscaping installed as specified and indicated.	2,000.0	S.Y.	\$10.00 / S.Y.	\$20,000.00	1,900.0	S.Y.	\$19,000.00		\$19,000.00	95%
<b>TOTAL - Contract #1 =</b>					<b>\$1,955,857.50</b>			<b>\$1,878,368.35</b>		<b>\$1,878,368.35</b>	

<b>Alternate 'A' Vine Street Sidewalk Replacement</b>										
A-1	Connect Existing Roof Drain Piping to Concrete Curb with Curb Casting and 3" SCH 40 PVC Pipe as specified and indicated.	1	Each	\$500.00 / Each	\$500.00	Each				
A-2	Excavation/Fill (75 c.y.) as specified and indicated.	1	L.S.	\$2,400.00 / L.S.	\$2,400.00	L.S.				
A-3	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	75	TON	\$17.75 / TON	\$1,331.25	TON				
A-4	Concrete Curb and Gutter (24") installed as specified and indicated.	140	L.F.	\$18.00 / L.F.	\$2,520.00	L.F.				
A-5	Concrete Sidewalk (4") replaced as specified and indicated.	655	S.F.	\$7.25 / S.F.	\$4,748.75	S.F.				
A-6	4LT Hot Mix Asphalt Pavement Patching installed as specified and indicated.	20	TON	\$175.00 / TON	\$3,500.00	TON				
<b>TOTAL - Alternate A =</b>					<b>\$15,000.00</b>					
<b>TOTAL - Contract #1 with Alternate 'A' Total</b>					<b>\$1,970,857.50</b>		<b>\$1,878,368.35</b>		<b>\$1,878,368.35</b>	

Application Period: <b>June 2, 2026 to July 7, 2026</b>		Application Date: <b>July 14, 2026</b>
To (Owner): <b>City of Mineral Point</b>	From (Contractor): <b>Owen's Excavating and Trenching, Inc</b>	Via (Engineer): <b>Mark Digman, P.E.</b>
Project: <b>Proposed Brewery Creek Subdivision - 1st Addition</b>	Contract: <b>Contract #1 – Site, Utility, and Street Construction with Supplemental Bid #1, #2, and #3 – Site, Utility, and Street Construction and with Alternate 'A' – Polyethylene Water Services</b>	
Owner's Contract No.: <b>1</b>	Contractor's Project No.: <b>N/A</b>	Engineer's Project No.: <b>D24-103</b>

**Application For Payment  
Change Order Summary**


Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY CHANGE ORDERS				

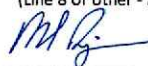
1. ORIGINAL CONTRACT PRICE.....	\$	<u>2,675,951.56</u>
2. Net change by Change Orders.....	\$	<u>                    </u>
3. Current Contract Price (Line 1 ± 2).....	\$	<u>2,675,951.56</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	<u>1,011,434.94</u>
5. RETAINAGE:		
a. 5% X <u>\$855,685.92</u> Work Completed.....	\$	<u>42,784.30</u>
b. 5% X <u>\$155,749.02</u> Stored Material.....	\$	<u>7,787.45</u>
c. Total Retainage (Line 5a + Line 5b).....	\$	<u>50,571.75</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	<u>960,863.19</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	<u>780,306.17</u>
8. AMOUNT DUE THIS APPLICATION.....	\$	<u>180,557.02</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	<u>                    </u>

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 7/7/26

Payment of: **\$ 180,557.02**  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  Digitally signed by Mark Digman, P.E.  
Date: 2026.07.07 17:07:51-05'00'

(Engineer) (Date)

Payment of: **\$ 180,557.02**  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Date)

Funding Agency (if applicable) \_\_\_\_\_ (Date)

Sanitary System = \$102,325.62      Water System = \$45,200.82      General = \$33,030.58

# Progress Estimate

# Contractor's Application

For (Contract):		Contract:						Application Number: 2		
Application Period:		June 2, 2026 to July 7, 2026						Application Date: July 14, 2026		
A				B	C	D	E	F		
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	
Bid Item	Description									
<b>Contract #1 - Site, Utility, and Street Construction</b>										
1	Mobilization, Bonds, and Insurance as specified and indicated.	1 L.S.	\$25,620.00 / L.S.	\$25,620.00	0.75 L.S.	\$19,215.00		\$19,215.00	75%	
2	Implementation of Erosion Control as specified and indicated.	1 L.S.	\$8,500.00 / L.S.	\$8,500.00	0.5 L.S.	\$4,250.00		\$4,250.00	50%	
3	Implementation of Traffic Control as specified and indicated.	1 L.S.	\$3,500.00 / L.S.	\$3,500.00	0.5 L.S.	\$1,750.00		\$1,750.00	50%	
4	Clearing and Grubbing as specified and indicated.	1 L.S.	\$7,500.00 / L.S.	\$7,500.00	1 L.S.	\$7,500.00		\$7,500.00	100%	
5	Stormwater Facility #1 Excavation/Fill (5,350 c.y.) as specified and indicated.	1 L.S.	\$26,750.00 / L.S.	\$26,750.00	0.5 L.S.	\$13,375.00		\$13,375.00	50%	
6	Stormwater Facility #1 Bedrock Excavation as specified and indicated.	1,500 C.Y.	\$12.89 / C.Y.	\$19,335.00	375.00 C.Y.	\$4,833.75		\$4,833.75	25%	
7	Stormwater Facility #1 Clay Liner installed as specified and indicated.	1,050 C.Y.	\$3.00 / C.Y.	\$3,150.00	C.Y.					
8	Stormwater Facility #2 Excavation/Fill (8,400 c.y.) as specified and indicated.	1 L.S.	\$42,000.00 / L.S.	\$42,000.00	0.5 L.S.	\$21,000.00		\$21,000.00	50%	
9	Stormwater Facility #2 Bedrock Excavation as specified and indicated.	3,650 C.Y.	\$13.25 / C.Y.	\$48,362.50	912.50 C.Y.	\$12,090.63		\$12,090.63	25%	
10	Stormwater Facility #2 Clay Liner installed as specified and indicated.	1,750 C.Y.	\$3.00 / C.Y.	\$5,250.00	C.Y.					
11	Site Excavation/Fill (9,400 c.y.) as specified and indicated.	1 L.S.	\$37,600.00 / L.S.	\$37,600.00	0.33 L.S.	\$12,408.00		\$12,408.00	33%	
12	Site Bedrock Excavation as specified and indicated.	2,300 C.Y.	\$27.63 / C.Y.	\$63,549.00	C.Y.					

13	Trench Bedrock Excavation for Sanitary Sewer as specified and indicated.	3,600 L.F.	\$0.01 / L.F.	\$36.00	1,800 L.F.	\$18.00		\$18.00	50%
14	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	1,764 L.F.	\$68.35 / L.F.	\$120,569.40	1,599.0 L.F.	\$109,291.65		\$109,291.65	91%
15	10" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	2,708 L.F.	\$81.11 / L.F.	\$219,645.88	2,463.0 L.F.	\$199,773.93		\$199,773.93	91%
16	4' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	17 Each	\$5,340.38 / Each	\$90,786.46	17 Each	\$90,786.46		\$90,786.46	100%
17	Connection to Existing Sanitary Sewer as specified and indicated.	2 Each	\$1,101.33 / Each	\$2,202.66	Each				
18	New 4" SCH 40 PVC Sanitary Sewer Lateral installed as specified and indicated.	29 Each	\$2,129.77 / Each	\$61,763.33	23 Each	\$48,984.71		\$48,984.71	79%
19	Post-Construction Sanitary Sewer Televising as specified and indicated.	4,472 L.F.	\$1.50 / L.F.	\$6,708.00	L.F.				
20	Sanitary Sewer Manhole Casting Adj./Rehab. as specified and indicated.	2 Each	\$1,500.00 / Each	\$3,000.00	Each				
21	Trench Bedrock Excavation for Water Main as specified and indicated.	2,600 L.F.	\$0.01 / L.F.	\$26.00	1,300 L.F.	\$13.00		\$13.00	50%
22	6" DR 18 PVC Pipe Water Main with Tracer Wire installed as specified and indicated.	1,201 L.F.	\$57.41 / L.F.	\$68,949.41	1,055 L.F.	\$60,567.55		\$60,567.55	88%
23	8" DR 18 PVC Pipe Water Main with Tracer Wire installed as specified and indicated.	348 L.F.	\$67.55 / L.F.	\$23,507.40	L.F.		\$13,935.50	\$13,935.50	
24	6" Gate Valve installed as specified and indicated.	6 Each	\$2,015.70 / Each	\$12,094.20	4 Each	\$8,062.80		\$8,062.80	67%
25	8" Gate Valve installed as specified and indicated.	2 Each	\$2,701.35 / Each	\$5,402.70	Each		\$3,493.50	\$3,493.50	
26	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	3 Each	\$7,304.65 / Each	\$21,913.95	3 Each	\$21,913.95		\$21,913.95	100%
27	Relocate Fire Hydrant #182 and Provide and Install 12" Hydrant Extension as specified and indicated.	1 Each	\$2,750.00 / Each	\$2,750.00	Each				
28	Connection to Existing Water Main as specified and indicated.	2 Each	\$1,862.25 / Each	\$3,724.50	1 Each	\$1,862.25		\$1,862.25	50%

29	New 1" Polyethylene CTS Water Service Pipe with Factory-Installed Tracer Wire as specified and indicated.	30	Each	\$2,239.78 / Each	\$67,193.40	22	Each	\$49,275.16		\$49,275.16	73%
30	New 4" DR 18 PVC Pipe Water Service with Tracer Wire and 4" Gate Valve (connected to existing water main) installed as specified and indicated.	1	Each	\$5,913.38 / Each	\$5,913.38		Each		\$2,087.40	\$2,087.40	
31	Trench Bedrock Excavation for Storm Sewer as specified and indicated.	300	L.F.	\$0.01 / L.F.	\$3.00		L.F.				
32	Road Base Drainage System - 4" High Density Polyethylene (HDPE) Perforated Drain Tile installed as specified and indicated.	1	Each	\$795.00 / Each	\$795.00	1	Each	\$795.00		\$795.00	100%
33	4" High Density Polyethylene (HDPE) Perforated Drain Tile installed as specified and indicated.	26	L.F.	\$36.12 / L.F.	\$939.12		L.F.				
34	8" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	89	L.F.	\$40.40 / L.F.	\$3,595.60	80.0	L.F.	\$3,232.00		\$3,232.00	90%
35	12" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	314	L.F.	\$55.25 / L.F.	\$17,348.50		L.F.		\$2,819.66	\$2,819.66	
36	15" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	335	L.F.	\$58.38 / L.F.	\$19,557.30	200.0	L.F.	\$11,676.00		\$11,676.00	60%
37	18" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	213	L.F.	\$54.93 / L.F.	\$11,700.09		L.F.		\$5,223.95	\$5,223.95	
38	24" Dia. PVC Storm Structure with 2' x 3' Casting installed as specified and indicated.	8	Each	\$3,702.16 / Each	\$29,617.28	4	Each	\$14,808.64		\$14,808.64	50%
39	24" Dia. PVC Storm Structure with 24" Dia. Casting installed as specified and indicated.	4	Each	\$4,115.72 / Each	\$16,462.88	1	Each	\$4,115.72		\$4,115.72	25%
40	30" Dia. PVC Storm Structure with 30" Dia. Beehive Casting installed as specified and indicated.	1	Each	\$5,451.49 / Each	\$5,451.49		Each		\$3,676.72	\$3,676.72	
41	4' Dia. Precast Concrete Storm Sewer Outfall Structure installed as specified and indicated.	2	Each	\$5,221.07 / Each	\$10,442.14		Each		\$1,779.00	\$1,779.00	

42	Connection to Existing Storm Sewer as specified and indicated.	2	Each	\$1,500.00 / Each	\$3,000.00	Each				
43	Medium Rip-Rap over Geotextile Fabric installed as specified and indicated.	25	C.Y.	\$30.00 / C.Y.	\$750.00	C.Y.				
44	Large Rip-Rap over Geotextile Fabric installed as specified and indicated.	250	C.Y.	\$30.00 / C.Y.	\$7,500.00	C.Y.				
45	Erosion Control Revegetative Mat (ECRM) installed as specified and indicated.	10,200	S.Y.	\$1.35 / S.Y.	\$13,770.00	S.Y.				
46	Street Subgrade Preparation as specified and indicated.	1,750	L.F.	\$1.00 / L.F.	\$1,750.00	1,075.0	L.F.	\$1,075.00	\$1,075.00	61%
47	Geogrid installed as specified and indicated.	7,000	S.Y.	\$1.50 / S.Y.	\$10,500.00	4,200.0	S.Y.	\$6,300.00	\$6,300.00	60%
48	Breaker Run installed as specified and indicated.	2,450	TON	\$7.50 / TON	\$18,375.00	600.0	TON	\$4,500.00	\$4,500.00	24%
49	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	3,350	TON	\$7.50 / TON	\$25,125.00	850.0	TON	\$6,375.00	\$6,375.00	25%
50	Concrete Curb and Gutter (24") installed as specified and indicated.	3,180	L.F.	\$18.00 / L.F.	\$57,240.00		L.F.			
51	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	1,250	TON	\$102.23 / TON	\$127,787.50		TON			
52	Replacement of Ag Fencing as specified and indicated.	300	L.F.	\$6.90 / L.F.	\$2,070.00		L.F.			
53	Landscaping installed as specified and indicated.	7.66	Acre	\$1,750.00 / Acre	\$13,405.00		Acre			
<b>Supplemental Bid #1 - Site, Utility, and Street Construction</b>										
S1-1	Mobilization, Bonds, and Insurance as specified and indicated.	1	L.S.	\$6,750.00 / L.S.	\$6,750.00	0.75	L.S.	\$5,062.50	\$5,062.50	75%
S1-2	Implementation of Erosion Control as specified and indicated.	1	L.S.	\$500.00 / L.S.	\$500.00	0.5	L.S.	\$250.00	\$250.00	50%
S1-3	Clearing and Grubbing as specified and indicated.	1	L.S.	\$3,500.00 / L.S.	\$3,500.00	1	L.S.	\$3,500.00	\$3,500.00	100%
S1-4	Site Excavation/Fill (800 c.y.) as specified and indicated.	1	L.S.	\$4,000.00 / L.S.	\$4,000.00	0.25	L.S.	\$1,000.00	\$1,000.00	25%
S1-5	Trench Bedrock Excavation for Sanitary Sewer as specified and indicated.	550	L.F.	\$29.86 / L.F.	\$16,423.00		L.F.			
S1-6	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	356	L.F.	\$63.63 / L.F.	\$22,652.28	359.0	L.F.	\$22,843.17	\$22,843.17	100%

S1-7	4' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	2	Each	\$5,076.46 / Each	\$10,152.92	2	Each	\$10,152.92		\$10,152.92	100%
S1-8	New 4" SCH 40 PVC Sanitary Sewer Lateral installed as specified and indicated.	6	Each	\$1,940.86 / Each	\$11,645.16	4	Each	\$7,763.44		\$7,763.44	67%
S1-9	Post-Construction Sanitary Sewer Televising as specified and indicated.	356	L.F.	\$1.50 / L.F.	\$534.00		L.F.				
S1-10	Stream Crossing completed as specified and indicated.	1	L.S.	\$5,500.00 / L.S.	\$5,500.00		L.S.				
S1-11	Trench Bedrock Excavation for Water Main as specified and indicated.	875	L.F.	\$0.01 / L.F.	\$8.75		L.F.				
S1-12	8" DR 18 PVC Pipe Water Main with Tracer Wire installed as specified and indicated.	913	L.F.	\$66.90 / L.F.	\$61,079.70		L.F.		\$13,935.50	\$13,935.50	
S1-13	8" Gate Valve installed as specified and indicated.	1	Each	\$2,701.35 / Each	\$2,701.35		Each		\$3,493.50	\$3,493.50	
S1-14	4' Dia. Precast Concrete Water Valve Manhole #1 installed as specified and indicated.	1	Each	\$2,488.89 / Each	\$2,488.89		Each		\$2,466.00	\$2,466.00	
S1-15	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	2	Each	\$7,269.05 / Each	\$14,538.10		Each		\$8,711.00	\$8,711.00	
S1-16	New 1" Polyethylene CTS Water Service Pipe with Factory-Installed Tracer Wire as specified and indicated.	6	Each	\$2,239.78 / Each	\$13,438.68		Each				
S1-17	Connection to Existing Water Main as specified and indicated.	1	Each	\$1,905.48 / Each	\$1,905.48		Each				
S1-18	Trench Bedrock Excavation for Storm Sewer as specified and indicated.	400	L.F.	\$0.01 / L.F.	\$4.00		L.F.				
S1-19	Road Base Drainage System - 4" High Density Polyethylene (HDPE) Perforated Drain Tile installed as specified and indicated.	1	Each	\$795.00 / Each	\$795.00		Each				
S1-20	8" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	190	L.F.	\$42.97 / L.F.	\$8,164.30		L.F.		\$664.80	\$664.80	

S1-21	12" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	453	L.F.	\$55.22 / L.F.	\$25,014.66		L.F.		\$2,819.66	\$2,819.66	
S1-22	24" Dia. PVC Storm Structure with 2' x 3' Casting installed as specified and indicated.	4	Each	\$4,337.57 / Each	\$17,350.26		Each		\$12,947.59	\$12,947.59	
S1-23	Large Rip-Rap over Geotextile Fabric installed as specified and indicated.	25	C.Y.	\$30.00 / C.Y.	\$750.00		C.Y.				
S1-24	Erosion Control Revegetative Mat (ECRM) installed as specified and indicated.	1,450	S.Y.	\$1.35 / S.Y.	\$1,957.50		S.Y.				
S1-25	Street Subgrade Preparation as specified and indicated.	300	L.F.	\$1.00 / L.F.	\$300.00		L.F.				
S1-26	Geogrid installed as specified and indicated.	1,400	S.Y.	\$1.50 / S.Y.	\$2,100.00		S.Y.				
S1-27	Breaker Run installed as specified and indicated.	500	TON	\$7.50 / TON	\$3,750.00		TON				
S1-28	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	700	TON	\$7.50 / TON	\$5,250.00		TON				
S1-29	Concrete Curb and Gutter (24") installed as specified and indicated.	640	L.F.	\$18.00 / L.F.	\$11,520.00		L.F.				
S1-30	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	275	TON	\$118.66 / TON	\$32,631.50		TON				
S1-31	Landscaping installed as specified and indicated.	1.22	Acre	\$1,750.00 / Acre	\$2,135.00		Acre				
<b>Supplemental Bid #2 - Site, Utility, and Street Construction</b>											
S2-1	Mobilization, Bonds, and Insurance as specified and indicated.	1	L.S.	\$10,850.00 / L.S.	\$10,850.00	0.75	L.S.	\$8,137.50		\$8,137.50	75%
S2-2	Implementation of Erosion Control as specified and indicated.	1	L.S.	\$1,500.00 / L.S.	\$1,500.00	0.5	L.S.	\$750.00		\$750.00	50%
S2-3	Clearing and Grubbing as specified and indicated.	1	L.S.	\$1,000.00 / L.S.	\$1,000.00	1	L.S.	\$1,000.00		\$1,000.00	100%
S2-4	Site Excavation/Fill (10,400 c.y.) as specified and indicated.	1	L.S.	\$52,000.00 / L.S.	\$52,000.00	0.25	L.S.	\$13,000.00		\$13,000.00	25%
S2-5	Site Bedrock Excavation as specified and indicated.	275	C.Y.	\$29.63 / C.Y.	\$8,148.25		C.Y.				
S2-6	Trench Bedrock Excavation for Sanitary Sewer as specified and indicated.	1,400	L.F.	\$0.01 / L.F.	\$14.00		L.F.				
S2-7	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	839	L.F.	\$98.63 / L.F.	\$82,750.57		L.F.				

S2-8	4' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	4	Each	\$5,479.02 / Each	\$21,916.08	Each		\$5,407.00	\$5,407.00	
S2-9	New 4" SCH 40 PVC Sanitary Sewer Lateral installed as specified and indicated.	26	Each	\$1,944.92 / Each	\$50,567.92	3	Each	\$5,834.76	\$5,834.76	12%
S2-10	Post-Construction Sanitary Sewer Televising as specified and indicated.	839	L.F.	\$1.50 / L.F.	\$1,258.50		L.F.			
S2-11	Trench Bedrock Excavation for Water Main as specified and indicated.	1,850	L.F.	\$0.01 / L.F.	\$18.50		L.F.			
S2-12	6" DR 18 PVC Pipe Water Main with Tracer Wire installed as specified and indicated.	1,475	L.F.	\$60.05 / L.F.	\$88,573.75		L.F.			
S2-13	6" Gate Valve installed as specified and indicated.	4	Each	\$2,015.70 / Each	\$8,062.80		Each	\$14,158.00	\$14,158.00	
S2-14	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	2	Each	\$7,113.68 / Each	\$14,227.36		Each	\$8,711.00	\$8,711.00	
S2-15	New 1" Polyethylene CTS Water Service Pipe with Factory-Installed Tracer Wire as specified and indicated.	26	Each	\$2,239.78 / Each	\$58,234.28		Each			
S2-16	Road Base Drainage System - 4" High Density Polyethylene (HDPE) Perforated Drain Tile installed as specified and indicated.	2	Each	\$795.00 / Each	\$1,590.00		Each			
S2-17	8" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	34	L.F.	\$45.43 / L.F.	\$1,544.62		L.F.	\$664.80	\$664.80	
S2-18	10" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	121	L.F.	\$42.58 / L.F.	\$5,152.18		L.F.	\$1,126.40	\$1,126.40	
S2-19	12" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	314	L.F.	\$43.26 / L.F.	\$13,583.64		L.F.	\$2,819.66	\$2,819.66	
S2-20	15" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	202	L.F.	\$46.39 / L.F.	\$9,370.78		L.F.	\$3,187.05	\$3,187.05	
S2-21	18" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	429	L.F.	\$50.57 / L.F.	\$21,694.53		L.F.	\$5,223.95	\$5,223.95	

S2-22	24" Dia. PVC Storm Structure with 2' x 3' Casting installed as specified and indicated.	12	Each	\$4,351.25 / Each	\$52,215.00	1	Each	\$4,351.25	\$12,947.59	\$17,298.84	8%
S2-23	Large Rip-Rap over Geotextile Fabric installed as specified and indicated.	20	C.Y.	\$30.00 / C.Y.	\$600.00		C.Y.				
S2-24	Erosion Control Revegetative Mat (ECRM) installed as specified and indicated.	6,300	S.Y.	\$1.35 / S.Y.	\$8,505.00		S.Y.				
S2-25	Street Subgrade Preparation as specified and indicated.	1,525	L.F.	\$1.00 / L.F.	\$1,525.00		L.F.				
S2-26	Geogrid installed as specified and indicated.	5,850	S.Y.	\$1.50 / S.Y.	\$8,775.00		S.Y.				
S2-27	Breaker Run installed as specified and indicated.	2,000	TON	\$7.50 / TON	\$15,000.00		TON				
S2-28	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	2,900	TON	\$7.50 / TON	\$21,750.00		TON				
S2-29	Concrete Curb and Gutter (24") installed as specified and indicated.	2,910	L.F.	\$18.00 / L.F.	\$52,380.00		L.F.				
S2-30	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	1,100	TON	\$102.36 / TON	\$112,596.00		TON				
S2-31	Landscaping installed as specified and indicated.	4.21	Acre	\$1,750.00 / Acre	\$7,367.50		Acre				
<b>Supplemental Bid #3 - Site, Utility, and Street Construction</b>											
S3-1	Mobilization, Bonds, and Insurance as specified and indicated.	1	L.S.	\$6,500.00 / L.S.	\$6,500.00	0.75	L.S.	\$4,875.00		\$4,875.00	75%
S3-2	Implementation of Erosion Control as specified and indicated.	1	L.S.	\$500.00 / L.S.	\$500.00	0.5	L.S.	\$250.00		\$250.00	50%
S3-3	Clearing and Grubbing as specified and indicated.	1	L.S.	\$1,500.00 / L.S.	\$1,500.00	1	L.S.	\$1,500.00		\$1,500.00	100%
S3-4	Site Excavation/Fill (3,600 c.y.) as specified and indicated.	1	L.S.	\$18,000.00 / L.S.	\$18,000.00	0.25	L.S.	\$4,500.00		\$4,500.00	25%
S3-5	Site Bedrock Excavation as specified and indicated.	1,100	C.Y.	\$29.63 / C.Y.	\$32,593.00		C.Y.				
S3-6	Trench Bedrock Excavation for Sanitary Sewer as specified and indicated.	750	L.F.	\$0.01 / L.F.	\$7.50		L.F.				
S3-7	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	271	L.F.	\$88.63 / L.F.	\$24,018.73		L.F.				
S3-8	10" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	167	L.F.	\$93.73 / L.F.	\$15,652.91	165.0	L.F.	\$15,465.45		\$15,465.45	99%

S3-9	4' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	2	Each	\$5,600.73 / Each	\$11,201.46	1	Each	\$5,600.73		\$5,600.73	50%
S3-10	New 4" SCH 40 PVC Sanitary Sewer Lateral installed as specified and indicated.	8	Each	\$1,945.25 / Each	\$15,562.00		Each				
S3-11	Post-Construction Sanitary Sewer Televising as specified and indicated.	438	L.F.	\$1.50 / L.F.	\$657.00		L.F.				
S3-12	Trench Bedrock Excavation for Water Main as specified and indicated.	550	L.F.	\$0.01 / L.F.	\$5.50		L.F.				
S3-13	6" DR 18 PVC Pipe Water Main with Tracer Wire installed as specified and indicated.	209	L.F.	\$79.10 / L.F.	\$16,531.90		L.F.				
S3-14	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	1	Each	\$7,209.45 / Each	\$7,209.45		Each	\$8,711.00		\$8,711.00	
S3-15	New 1" Polyethylene CTS Water Service Pipe with Factory-Installed Tracer Wire as specified and indicated.	8	Each	\$2,239.78 / Each	\$17,918.24		Each				
S3-16	Trench Bedrock Excavation for Storm Sewer as specified and indicated.	275	L.F.	\$0.01 / L.F.	\$2.75		L.F.				
S3-17	Road Base Drainage System - 4" High Density Polyethylene (HDPE) Perforated Drain Tile installed as specified and indicated.	1	Each	\$795.00 / Each	\$795.00		Each				
S3-18	8" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	104	L.F.	\$60.26 / L.F.	\$6,267.04		L.F.	\$664.80		\$664.80	
S3-19	10" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	165	L.F.	\$56.57 / L.F.	\$9,334.05		L.F.	\$1,126.40		\$1,126.40	
S3-20	24" Dia. PVC Storm Structure with 2' x 3' Casting installed as specified and indicated.	4	Each	\$4,375.98 / Each	\$17,503.92		Each	\$12,947.59		\$12,947.59	
S3-21	Large Rip-Rap over Geotextile Fabric installed as specified and indicated.	20	C.Y.	\$30.00 / C.Y.	\$600.00		C.Y.				

S3-22	Erosion Control Revegetative Mat (ECRM) installed as specified and indicated.	850	S.Y.	\$1.35 / S.Y.	\$1,147.50	S.Y.				
S3-23	Street Subgrade Preparation as specified and indicated.	250	L.F.	\$1.00 / L.F.	\$250.00	L.F.				
S3-24	Geogrid installed as specified and indicated.	1,100	S.Y.	\$1.50 / S.Y.	\$1,650.00	S.Y.				
S3-25	Breaker Run installed as specified and indicated.	400	TON	\$7.50 / TON	\$3,000.00	TON				
S3-26	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	550	TON	\$7.50 / TON	\$4,125.00	TON				
S3-27	Concrete Curb and Gutter (24") installed as specified and indicated.	490	L.F.	\$18.00 / L.F.	\$8,820.00	L.F.				
S3-28	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	225	TON	\$115.85 / TON	\$26,066.25	TON				
S3-29	Landscaping installed as specified and indicated.	0.99	Acre	\$1,750.00 / Acre	\$1,732.50	Acre				
<b>TOTAL - Contract #1 =</b>					<b>\$2,675,951.56</b>		<b>\$855,685.92</b>	<b>\$155,749.02</b>	<b>\$1,011,434.94</b>	

To: City of Mineral Point, WI

Project: Mineral Point Pool Chemical  
Controller Installation

From: Pleva Mechanical Inc.  
13420 Bittersweet Rd.  
Woodward, Ia. 50276

June 16, 2026   
June 30, 2026

Contract For:

Construction Manager:

Architect:

**APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM

66,480.00

2. Net Change By Change Orders

0.00

3. CONTRACT SUM TO DATE

66,480.00

4. TOTAL COMPLETED AND STORED TO DATE

66,480.00

5. RETAINAGE:

a. of Completed Work

0.00

b. of Stored Material

0.00

TOTAL RETAINAGE

0.00

6. TOTAL EARNED LESS RETAINAGE

66,480.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

0.00

8. CURRENT PAYMENT DUE

66,480.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month		
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment show herein is now due.

CONTRACTOR:

Pleva Mechanical Inc.

By:

Date:

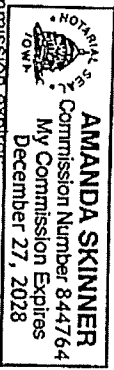
June 22, 2026

Iowa

Dallas

Subscribed and sworn before me this 22nd day of June, 2026

Notary Public: Amanda Skinner My Commission expires: 97



**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:

By:

Date:

6/25/2026

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET G703

PROJECT: Mineral Point Pool Chemical Controller

Pleva Mechanical Inc.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

June 16, 2026  
June 30, 2026

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored	G Total Completed and Stored To Date	% %	H Balance to Finish	I Retainage
			From Previous Application(s)							
1	Pool Mechanical	58,280.00			58,280.00		58,280.00	100.00	0.00	0.00
2	Electrical	1,200.00			1,200.00		1,200.00	100.00	0.00	0.00
3	Alternate #202.B1	3,500.00			3,500.00		3,500.00	100.00	0.00	0.00
4	Alternate #202.B2	3,500.00			3,500.00		3,500.00	100.00	0.00	0.00
5										
6										
7										
8										
9										
10										
GRAND TOTAL:		66,480.00			66,480.00		66,480.00	100.00	0.00	0.00

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (if Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G



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**RE: 5245-04-01/71 State Municipal Maintenance Agreement (SMMA) for STH 23/Commerce Street**

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**From** Ciobanu, Stefan - DOT <Stefan.Ciobanu@dot.wi.gov>

**Date** Wed 7/8/2026 2:14 PM

**To** Matthew Honer <administrator@cityofmineralpointwi.gov>; Schroeder, Chad A - DOT <chada.schroeder@dot.wi.gov>

**Cc** Kutschenreuter, Justin - DOT <Justin.Kutschenreuter@dot.wi.gov>; Adams, Jay - DOT <jay.adams@dot.wi.gov>; Brooks, Amy M - DOT <Amy.Brooks@dot.wi.gov>; Ciobanu, Stefan - DOT <Stefan.Ciobanu@dot.wi.gov>

Matt,

Here is what the Department is proposing at this time:

- Our Maintenance Unit is working on getting the field measurements for a thin HMA overlay of the traveled lanes project for as much of STH 23 south of BUS 151 as needed (could be the entire 01/71 project, Jay Adams is working on determining the extent of this work). For the really bad spots we may need to get a thicker mill & fill operation but again, all that is being evaluated in the field by our Maintenance staff. Whether it is a thin HMA overlay or a M&O, this maintenance work will be done in 2027.
- WisDOT will monitor the roadway until 2033 and take any interim treatments necessary should it become necessary to hold it over in a safe condition for the traveling public
- with the construction budget for the 2032 construction year already being allotted and also taking into consideration the amount of time it takes to complete the environmental impact evaluation of the proposed storm sewer, we are now having the full scale project (pavement structure replacement and drainage improvements) programmed for construction year 2033.
- The concrete dates for this project are as follows:
  - PS&E: November 1, 2032
  - LET: March 8, 2033

I hope this proposal is satisfactory to you and to the other city officials and we can get the SMMA signed and the design process going.

Please let me know if you have any other questions.

Thank you.



**Stefan Ciobanu, P.E.**

*Project Manager, Unit 9*

Division of Transportation System Development

**Wisconsin Department of Transportation**

Office: (608) 245-5357

Cell:(608) 516-6832

[stefan.ciobanu@dot.wi.gov](mailto:stefan.ciobanu@dot.wi.gov)

[wisconsin.gov](http://wisconsin.gov)



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**From:** Matthew Honer <administrator@cityofmineralpointwi.gov>

**Sent:** Wednesday, July 8, 2026 8:42 AM

**To:** Ciobanu, Stefan - DOT <Stefan.Ciobanu@dot.wi.gov>; Schroeder, Chad A - DOT <chada.schroeder@dot.wi.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 <b>City of Mineral Point</b> (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b> (Please sign in blue ink)	
Name	Title <b>WisDOT Region Maintenance Chief</b>
Signature	Date

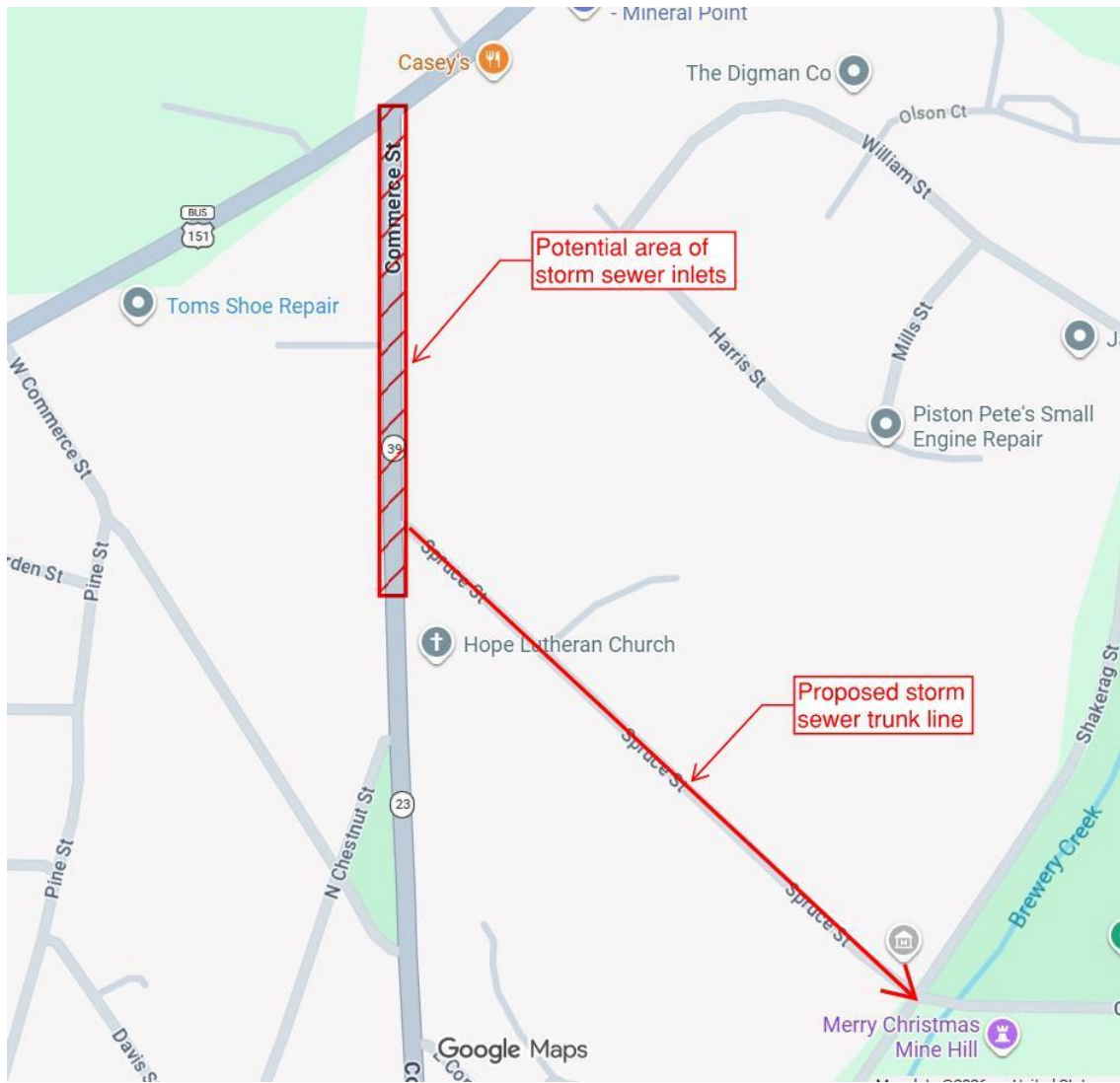
## TERMS AND CONDITIONS:

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
<b><u>ISSUE:</u></b> Back-up power option at Well 4.	
<b><u>BACKGROUND/ANALYSIS:</u></b> 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.	
<b><u>RECOMMENDATION:</u></b> Discuss estimates provided and recommend action.	
<b><u>FISCAL IMPACT:</u></b> \$20,000-\$40,000?	
<b><u>ATTACHMENTS:</u></b> 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


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

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

**WELL HOUSE SCOPE**

Qty	Description
1	600 Amp service-rated manual transfer switch
1	Generator receptacle

**Estimated Total - \$13,650.00**

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**EXCLUSIONS**

- Utility company work or coordination fees
- Permit fees unless specifically included
- Engineering or design changes after approval
- Any work not specifically listed in this proposal

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**NOTES**

- Proposal based on handwritten scope for City of Mineral Point lift station and well house generator system.
- Pricing reflects materials, labor, crane rental, and installation as outlined.
- Final design subject to field verification and utility coordination.
- Change orders may apply for unforeseen conditions or scope changes.

---

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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Prepared by:  
Andrew Bockhop  
Owner/Operator  
A.B. Electric  
851 Dodge St. Mineral Point, WI 53565  
608-732-5973



Date

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
<b><u>ISSUE:</u></b> Sewer Cleaning/Televising	
<b><u>BACKGROUND/ANALYSIS:</u></b> 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.	
<b><u>RECOMMENDATION:</u></b> Discuss and award once we receive the other estimate.	
<b><u>FISCAL IMPACT:</u></b> \$15,000-\$20,000	
<b><u>ATTACHMENTS:</u></b> Provided at meeting or prior via email if I receive them.	

# FLOW-RITE PIPE & SEWER SERVICES, LLC

City of Mineral Point

Listed below are the prices for the services requested by Flow-Rite Pipe & Sewer Services, LLC for the 2026 and 2027 calendar years. If there are any questions, feel free to contact us.

- Jet/Vac sewer cleaning
  - \$1.00 per foot
  
- Televising
  - .65 cents per foot

There is an additional \$250 fee for disposal, if there is not one available.

We will also need water provided.

Thank you,

Jared Happel, Owner/Operator

608-385-1382

PO Box 3 Galesville, WI 54630

[jaredhappel@flow-rite.org](mailto:jaredhappel@flow-rite.org)



1100 Columbia Avenue  
Green Bay WI 54303

# Bid Proposal

Date	Estimate #
6/30/2026	2668

Name / Address
City of Mineral Point 137 High Street, Suite 1 Mineral Point WI 53565

PROJECT
Cleaning & Televising



DESCRIPTION	QTY	COST	TOTAL
Mobilization-Cleaning and Televising Crew	1	1,500.00	1,500.00
Jet/Vac Sewers-Sanitary Sewer	7,500	0.61	4,575.00
TV Inspection-Sanitary Sewer	7,500	0.56	4,200.00
Any heavy cleaning or root cutting is \$350.00 per hour. Water to be provided at no cost. Debris dump site provided at no cost. Includes two bound reports and hard drives.			
Bid proposal is good for 45 days Authorized Signature:Stephanie De Keyser		<b>TOTAL</b>	<b>\$10,275.00</b>

Any bond fee and/or additional insurance requirements are not included in the quote given. If applicable, add the amount to this quote.

Signature/Date \_\_\_\_\_

www.greenbaypipe.net

Phone #	Fax #
920-490-5501	920-490-6242



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: Nathan Fosbinder
<b><u>ISSUE:</u></b> DNR required dry tank inspection.	
<b><u>BACKGROUND/ANALYSIS:</u></b> 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.	
<b><u>RECOMMENDATION:</u></b> Hire KLM for the inspection and cleaning of the tower.	
<b><u>FISCAL IMPACT:</u></b> \$4,500	
<b><u>ATTACHMENTS:</u></b> 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  
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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 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.

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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: <span style="background-color: #cccccc;">Nate Fosbinder</span>
<p><b><u>ISSUE:</u></b> Safely providing water while the tower is offline for cleaning/inspection.</p>	
<p><b><u>BACKGROUND/ANALYSIS:</u></b> 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.</p>	
<p><b><u>RECOMMENDATION:</u></b> Hire Peerless to provide a temporary water system while the Tower is offline.</p>	
<p><b><u>FISCAL IMPACT:</u></b> \$17,000</p>	
<p><b><u>ATTACHMENTS:</u></b> Quote from Peerless</p>	



**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				-	-
<b>Total Project Proposal</b>					\$ 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](http://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
<b>ISSUE:</b> Stagnation, Stratification, Freezing in the Water Tower.	
<b>BACKGROUND/ANALYSIS:</b> 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.	
<b>RECOMMENDATION:</b> Hire KLM Engineering to install a mixer in conjunction with the tank cleanout and inspection.	
<b>FISCAL IMPACT:</b> \$28,500	
<b>ATTACHMENTS:</b> Quotes from KLM Engineering and USG Water Solutions.	

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>
<b>TOTAL.....</b>	<b><u>\$28,475.00</u></b>

**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](http://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

\_\_\_\_\_  
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: 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.
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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.
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**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.**

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

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End of the KLM Terms and Conditions.

Rev 2022.11.23

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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

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: \_\_\_\_\_



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 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.



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## **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.



7/14/2026

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: City Council
Department Reporting: Administration	Submitted by: <b>Matthew Honer</b>
<b><u>ISSUE:</u></b> Consideration of Grant Agreement and Use Restriction for the Mineral Point Opera House.	
<b><u>BACKGROUND/ANALYSIS:</u></b> The Mineral Point Opera House is in the process of securing a grant from the State of Wisconsin Building Commission to assist with their "Encore" Restoration Project. The State Building Commission requires a use restriction agreement as part of accepting the grant as an effort to prevent their funds being used in a manner inconsistent with the purpose identified in the application submitted.	
<b><u>RECOMMENDATION:</u></b>	
<b><u>FISCAL IMPACT:</u></b> \$50,000 towards Mineral Point Opera House "Encore" Restoration Project	
<b><u>ATTACHMENTS:</u></b> Grant Agreement and Land use Restriction Agreement	

# **GRANT AGREEMENT**

**Between the**

**State of Wisconsin  
Department of Administration**

**and**

**Mineral Point Opera House, Inc.**

**and**

**The City of Mineral Point**

THIS GRANT AGREEMENT is made and entered into by and between the Department of Administration, State of Wisconsin ("Grantor") and Mineral Point Opera House, Inc. ("Grantee") and the City of Mineral Point ("The City").

**WHEREAS**, the Legislature has authorized the Wisconsin State Building Commission ("Commission") to award a grant in the amount of \$50,000.00 to aid in the carrying out of The Mineral Point Opera House Encore Project – Exterior Restoration (the "Project");

**WHEREAS**, the statutes provide that the state funding commitment for the Project shall be in the form of a grant to Grantee;

**WHEREAS**, the statutes provide that the state funding commitment to develop the Project shall not be released by the Commission to Grantee until the Commission has determined that Grantee has secured additional funding for the project from non-state revenue sources equal to at least half of the total cost of the Project;

**WHEREAS**, the Commission, at its meeting on May 13, 2026, determined that Grantee has met all the conditions set forth by the Legislature and authorized Grantor to release funds to Grantee for the construction of the Project in Iowa County, in the amount of \$50,000.00 from the appropriation account under section 20.867 (3) (m) of the statutes, as a grant to Grantee.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Grantor shall make payments to Grantee in the total amount of \$50,000.00, as reimbursement of construction expenses incurred by Grantee in connection with the Project. Grantor shall disburse the grant as a payment based on a requisition (Form of requisition attached as Exhibit A).

2. Grantee has provided information to Grantor showing that they have secured additional funding commitments in an amount that is at least half of the approximately \$485,000.00 project cost from non-state revenue sources, the non-state revenue sources are reasonable and available and the total funding commitments of the state and the non-state sources will permit Grantee to satisfy the payments to aid in the construction of the Project. Grantee shall provide such additional information as may be required by the Grantor from time-to-time to show its compliance with the requirement of this paragraph.
3. The Project is located in Iowa County on property owned by the City (The "Property"). The legal description of the Property is attached hereto as Exhibit B. Grantee leases the portion of the Property that has an address of 139 High Street, Mineral Point ("Opera House Property") and the Project will be carried out on that portion of the Property. City Hall and the Mineral Point Public Library are located on the portion of the Property that has an address of 137 High Street, Mineral Point, and no portion of the Project will be carried out on that portion of the Property.
4. Other than payment of the \$50,000.00 in grant funds, the State of Wisconsin and its agencies, officers and employees will have no obligation regarding the facility. Therefore, Grantee hereby agrees to indemnify, hold harmless and defend the State of Wisconsin and its agencies, officers and employees against any financial obligation or liability regarding the construction of the Project, including, but not limited to, injury to any person or property or environmental hazards which may be encountered in the construction, maintenance and management of the facility. The City, as owner of the Opera House Property, shall maintain full replacement cost coverage for the facility and upon loss or destruction of the facility shall repair or rebuild the facility within three (3) years from the date of loss or repay to Grantor the amount of the Grant. The form of this replacement cost coverage shall be satisfactory to the Grantor.
5. Pursuant to 2023 Wisconsin Act 19 (Act authorizing grant), Grantee is required to sign the attached Use Restriction Agreement. The City, as owner of the Opera House Property hereby accepts a use restriction over the Opera House Property for a period of twenty (20) years hereof or until such time that the person charged with the administration of the grant determines that the purpose of the grant has been satisfied. The use restriction shall be of the nature and character and to the extent and on the terms and conditions set forth therein.
6. Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin. This provision shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall

post in conspicuous places, available for employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of the nondiscrimination clause. An Affirmative Action Plan is required from any Grantee who receives an award from the Grantor in excess of Fifty Thousand (\$50,000.00) Dollars and who has a workforce of fifty (50) or more employees as of the Grant date. Grantee shall include these provisions in any subcontract associated with this Grant.

7. Grantee shall establish a record keeping system, which assures that Grantee is in compliance with this Agreement. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Grantor. Records must be maintained after the date of this agreement for a period of not less than five (5) years.

The minimum acceptable records for administrative purposes of this Agreement consist of invoices for allowable construction costs, materials and equipment and construction services and professional, architectural and engineering fees.

Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Documents related to this Agreement shall be made available for review by Grantor during normal business hours. Grantor shall have access to all records related to this agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, Grantee shall provide copies in such form as may be requested by Grantor. This provision shall also apply in the event of termination of this Agreement.

8. If the facility that is constructed with funds from the Grant is not used for the purpose identified in this agreement at the completion of construction, Grantor shall retain an ownership interest in the Opera House facility equal to the amount of the state's grant.
9. This Grant Agreement may be recorded in the Office of the Register of Deeds, Iowa County.

GRANTOR:

**THE STATE OF WISCONSIN**

By: \_\_\_\_\_

Naomi De Mers

Secretary

Wisconsin State Building Commission

GRANTEE:

**MINERAL POINT OPERA HOUSE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF MINERAL POINT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

State of Wisconsin Capital Finance Office  
Attn: Capital Finance Director  
101 East Wilson Street, 10<sup>th</sup> Floor  
P.O. Box 7864  
Madison, WI 53707

To Whom It May Concern:

Requisition Date: \_\_\_\_\_ Requisition Number \_\_\_\_\_

Requisition of Construction Grant Funds  
[INSERT NAME OF GRANTEE]

On behalf of \_\_\_\_\_, a draw on available grant funds for the above project is hereby requested. The invoice(s), closing documents, or other materials evidencing payment of costs and expenses for which reimbursement is requested are listed and attached separately. This grant draw is to reimburse construction invoice(s) at the \_\_\_\_\_ paid by \_\_\_\_\_. The calculation of the amount of grant available and this draw is as follows:

1. Total Amount of Grant:	\$ _____	
2. Total of Previous Grant Draws		0.00
3. Remaining Grant Available:	\$ _____	
4. Total Costs/Expenses Submitted		\$0.00
5. Grant Draw		\$0.00
6. Cumulative total of Grant Draws (line 2 plus line 5)		\$0.00
7. Remaining Grant Available (line 1 minus line 6)	\$ _____	

On behalf of \_\_\_\_\_ I hereby certify that the materials submitted with this letter are true and correct copies of documents evidencing payments made by \_\_\_\_\_ and the amounts requested for payment under this Requisition are due to \_\_\_\_\_.

Sincerely,

[INSERT NAME OF GRANTEE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT B

**Legal Description of the Property**

[INSERT LEGAL DESCRIPTION]

**USE RESTRICTION AGREEMENT**

**Between the**

**State of Wisconsin  
Department of Administration**

**And**

**The City of Mineral Point**

THIS USE RESTRICTION EASEMENT (“**Agreement**”) is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE CITY OF MINERAL POINT (“**Grantor**”) and THE STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (“**Grantee**”).

**WITNESSETH :**

WHEREAS, Grantor is a nonstate organization; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property (the “**Property**”) located in Iowa County, Wisconsin, and more particularly described on Exhibit A hereto;

WHEREAS, the Wisconsin State Building Commission has provided financial support for the development of The Mineral Point Opera House Encore Project – Exterior Restoration in Iowa County (the “**Project**”);

WHEREAS, on May 13, 2026, the State of Wisconsin Building Commission authorized \$50,000.00 to aid The Mineral Point Opera House, Inc., in the construction of the Project, with state funding support to be in the form of a grant, and determined that Mineral Point Opera House, Inc., has secured sufficient additional funding from non-state donations for the Project;

WHEREAS, the Project will be located on a portion of the Property that is leased by The Mineral Point Opera House, Inc., and that has an address of 139 High Street, Mineral Point, Wisconsin (“**Opera House Property**”);

WHEREAS, the Project will not be located on the portion of the Property with an address of 137 High Street Mineral Point, Wisconsin, that houses City Hall and the Mineral Point Public Library, and, and this Agreement does not apply to that portion of the Property;

Recording Area
Name and return address:
Nathan Judnic, Legal Counsel Department of Administration 101 East Wilson Street Madison, WI 53707-7970
PIN: [insert pin]

WHEREAS, if the facility that is constructed with funds from the grant, and/or the equipment that is purchased, is not used for the purpose of the Project, the Legislature requires Grantee to retain an ownership interest in the facility equal to the amount of the state's grant;

NOW, THEREFORE, in consideration of the Grant to The Mineral Point Opera House, Inc., the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant; Purpose. Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby accepts, a use restriction easement over the Opera House Property for a period of Twenty (20) years from the effective date hereof (the "**Term**"), which use restriction easement shall be of the nature and character and to the extent and on the terms and conditions set forth herein. It is the purpose of this Agreement to assist The Mineral Point Opera House, Inc. in the construction of the Project.

2. Restrictions. In furtherance of the foregoing, Grantor covenants, on behalf of itself and its successors and assigns, which covenants shall run with and bind the Opera House Property during the Term, that the Opera House Property and the Project will be primarily used for the purpose described herein and that any activity on or use of the Opera House Property inconsistent with such primary use and the purpose of this Agreement is prohibited.

3. Reserved Rights. Grantor hereby reserves to itself and its successors and assigns, all rights accruing from ownership of the Opera House Property, including the right to engage in, or permit or invite others to engage in, all uses of the Opera House Property that are not expressly prohibited by or inconsistent with the purpose of this Agreement.

4. Rights of Grantee. To accomplish the purpose of this Agreement, the following rights are hereby granted to the Grantee:

(a) Grantee shall have the right to enter upon the Opera House Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement, as provided in Paragraph 5 hereof, provided that (except in cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement that would significantly impair the public purposes to be served by this Agreement) such entry shall be upon prior reasonable notice in writing to Grantor.

(a) Grantee shall have the right to prevent any activity on or use of the Opera House Property that is inconsistent with the purpose and terms of this Agreement, as provided in Paragraph 5 hereof.

5. Grantee's Remedies.

(a) Acquisition of Ownership Interest. If Grantee determines that a violation of Paragraph 2 of this Agreement has occurred or is threatened, then it shall give written notice to Grantor of the same, and Grantor shall have a thirty (30) day period after the receipt of such notice in which to cure such violation or, if such violation cannot be cured

within such thirty (30) day period, then Grantor shall commence diligent efforts to pursue cure of such violation. If Grantor fails to either cure such a violation or commence and continue such diligent efforts to pursue a cure of such violation within thirty (30) days after receipt of notice to do so from Grantee, or if Grantor thereafter fails to diligently pursue such cure and to cure such violation within one hundred eighty (180) days, then Grantee shall deliver written notice to Grantor, and Grantor, within ten (10) days after delivery of such written notice, shall deliver to Grantee a deed in substantially the form attached hereto as Exhibit B, transferring an ownership interest in the facility constructed on the Opera House Property equal to the amount of the state's grant to Grantor.

(b) Injunctive Relief. Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Opera House Property to the condition that existed prior to such violation.

(c) Scope of Relief. Grantee's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Agreement. Grantor agrees that Grantee shall be entitled to the injunctive relief described in Paragraph 5(b) hereof, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Agreement. The remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(d) Costs of Enforcement. All reasonable costs incurred by Grantee in successfully enforcing the terms of this Agreement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in such a judicial action, then Grantee shall pay Grantor's costs and expenses relating thereto.

(e) Forbearance. Forbearance by Grantee in exercising its rights under this Agreement in the event of any breach of any term of this Agreement by Grantor shall not be deemed or construed to be a waiver by Grantee of such breach or of any subsequent breach of the same or any other term of this Agreement or of any of Grantee's rights under this Agreement. No delay or omission in the exercise by Grantee of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(f) Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

(g) Acts Beyond Grantor's Control. Notwithstanding anything to the contrary contained in this Agreement, Grantee shall not be entitled to bring any action against Grantor for any change in use of the Opera House Property resulting from causes beyond Grantor's reasonable control, including, without limitation, fire, flood, storm, and earth movement; or from any action or inaction by Grantor in order to comply with local, state, or federal laws or regulations.

6. No Public Access. No right of access by the general public to any portion of the Opera House Property is granted by this Agreement.

7. Costs, Liabilities, Taxes, and Environmental Compliance.

(a) Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Opera House Property, including the maintenance of liability insurance coverage in the minimum amount of \$1,000,000 (adjusted from time to time by the percentage change from the date hereof in the Consumer Price Index – All Urban Consumers, All Items, 1982-84 = 100, or if such index is no longer published, then a similar generally accepted index of price inflation). Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Agreement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

(b) Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Opera House Property by competent authority (collectively “taxes”), including any taxes imposed upon, or incurred as a result of this Agreement, and shall furnish Grantee with satisfactory evidence of payment upon request.

(c) Representations and Warranties. Grantor represents and warrants that, to the best knowledge of Grantor, there is no pending or threatened litigation in any way affecting, involving, or relating to the Opera House Property and no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Opera House Property or its use, nor do there exist any facts or circumstances that Grantor believes would form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

(d) Control. Nothing in this Agreement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Opera House Property, or any of Grantor’s activities on the Opera House Property, or otherwise to become an operator with respect to the Opera House Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“**CERCLA**”), or similar laws imposing legal liability on the owner or operator of real property.

8. Extinguishment; Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purpose of this Agreement impossible to accomplish, then this Agreement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a

court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Opera House Property subsequent to such termination or extinguishment, shall be the original amount of the Grant.

(b) Condemnation. If all or any part of the Opera House Property is taken by exercise of the power of eminent domain or acquired by purchase in-lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Agreement, in whole or in part, then Grantor and Grantee shall act jointly to recover the full value of Grantor's interest in the Opera House Property subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom (the "Award"), from which Award Grantee shall be entitled to collect an amount equal to the original amount of the Grant, plus reasonable interest calculated from the date hereof, and any expenses reasonably incurred by Grantee in connection with the taking or in-lieu purchase; provided, however, that if the Award is less than such original Grant amount plus such reasonable interest, then Grantee shall be entitled to recover its pro rata share of the Award.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Opera House Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph 9 shall not impair the validity of this Agreement or limit its enforceability in any way.

10. Estoppel Certificates. Grantee shall within thirty (30) days after its receipt of a written request by Grantor therefor, execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligations of Grantor contained in this Agreement. Such certification shall be limited to the use being made of the Opera House Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within twenty (20) days after its receipt of Grantor's written request therefor and shall execute and deliver the requested certificate within ten (10) days after such inspection.

11. Termination. This Agreement shall terminate twenty (20) years from the effective date written above (the "Termination Date"). If at any time after the Termination Date Grantee receives a request from Grantor to record a notice of termination in the office of the Register of Deeds for Iowa County, Wisconsin, Grantee shall comply with the request within ten (10) business days of receipt of the request, and shall deliver a copy of such notice of termination to Grantor. In the event that the person charged with the administration of this Agreement on behalf of Grantee (e.g., the Secretary of the Department of Administration) determines that the purposes to be served by the Grant have been satisfied, Grantee may terminate this Agreement and its rights hereunder at any time by recording a notice of termination in the office of the Register of Deeds for Iowa County, Wisconsin. Grantee shall deliver a copy of such notice of termination to Grantor.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

If to Grantor: City of Mineral Point  
137 High Street  
Mineral Point, WI 53565  
Attention: City Administrator

If to Grantee: State of Wisconsin  
Wisconsin Department of Administration  
101 East Wilson Street, 10<sup>th</sup> Floor  
Madison, WI 53702  
Attention: Chief Legal Counsel

or to such other address or by such other means of common communication as either party from time to time may designate by written notice to the other.

13. Recording. Grantee shall record this Agreement in the office of the Register of Deeds for Iowa County, Wisconsin, and may re-record it at any time as may be required to preserve its rights under this Agreement.

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the primary purpose of this Agreement and the public purposes to be served by the making of the Grant. If any provision in this Agreement is found to be ambiguous, then an interpretation consistent with the primary purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to such matters, all of which are merged herein.

- (e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.
- (f) Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Opera House Property during the Term.
- (g) Termination of Rights and Obligations. A party's rights and obligations under this Agreement terminate upon transfer of that party's interest in this Agreement (as to Grantee) or the Opera House Property (as to Grantor), except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (h) Captions. The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon its construction or interpretation.
- (i) Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may jointly amend this Agreement by a written instrument recorded in the office of the Register of Deeds for Iowa County, provided that any such amendment shall not diminish the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and delivered the same as of the day and year first above written.

*[Signatures on next page]*

GRANTOR:

GRANTEE:

THE CITY OF MINERAL POINT

THE STATE OF WISCONSIN

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Naomi De Mers

Title: \_\_\_\_\_

Secretary, Wisconsin State Building Commission

**ACKNOWLEDGEMENT**

State of Wisconsin  
County of Dane

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Naomi De Mers as the Secretary of the Wisconsin State Building Commission.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Wisconsin  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_. 20\_\_, by \_\_\_\_\_  
as \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

**EXHIBIT B**

**Form of Deed**

See Attached

State Bar of Wisconsin Form 1-2003  
**WARRANTY DEED**

Document Number

Document Name

**THIS DEED**, made between \_\_\_\_\_  
\_\_\_\_\_ (“Grantor,” whether one or more),  
and STATE OF WISCONSIN  
\_\_\_\_\_ (“Grantee,” whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real property, together with rents, profits, fixtures and other appurtenant interests, in \_\_\_\_\_ County, State of Wisconsin (“Property”) (if more space is needed, please attach addendum):

See attached addendum

Recording Area

Name and Return Address

[name], Legal Counsel  
WI Department of Administration  
P.O. Box 7864  
Madison, WI 57707

Parcel Identification Number (PIN)  
This is not \_\_\_\_\_ homestead property.  
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes in the year of recording.

Dated \_\_\_\_\_.

XXXXXXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
\_\_\_\_\_  
authenticated on \_\_\_\_\_

\* \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_,  
the above-named \_\_\_\_\_

to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

STATE BAR OF WISCONSIN  
FORM NO. 1-2003

\* Type name below signatures.

**LIGHTING AND TRELLIS ATTACHMENT  
EASEMENT**

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

This Lighting and Trellis Attachment Easement Agreement ("Agreement") is by and between the AXS LLC, a Wisconsin limited liability company as Grantor and owner of the property described herein ("GRANTOR"), and the City of Mineral Point, a Wisconsin municipal corporation, as Grantee ("City" or "GRANTEE"), to be effective on the date it has been executed by all parties.

**1. Property Subject to Agreement.** The real property subject to the Agreement is owned by the GRANTOR and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which is more particularly described on Exhibit A, which is attached hereto and incorporated by reference.

**2. Grant of Easement.** For good and valuable consideration, the sufficiency of which is hereby acknowledged, the GRANTOR hereby grants to City a perpetual right and easement to survey, construct, install, operate, maintain, alter, replace, repair and remove no more than five (5) lighting attachments and no more than four (4) trellis attachments to the east side of GRANTOR's structure located on the Parcel for hanging lights across Cornish Heritage Park and vertical plant trellises as depicted in Exhibit B, which is attached hereto and incorporated by reference (the "Lighting and Trellis Attachments").

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

**4. Maintenance.** The City shall be responsible for maintaining any portion of the Parcel used for Cornish Heritage Park, including the portion of the east wall of the structure on the Parcel where the Lighting Attachments are located.

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

**6. No Assumption by GRANTOR; Indemnification.** By granting this easement, the GRANTOR is not assuming City's obligations with respect to construction, maintenance and/or repair of the Lighting and Trellis Attachments. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use. City shall indemnify, defend and hold harmless the GRANTOR, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of

RESERVED FOR RECORDING

DRAFTED BY & RETURN TO:  
Eric Hagen  
Boardman & Clark LLP  
1038 Lincoln Avenue  
P.O. Box 87  
Fennimore, WI 53809

251-0110  
PARCEL IDENTIFICATION NUMBER

the Lighting Attachment or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the GRANTOR or the GRANTOR'S agents, employees, guests, invitees, and licensees.

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

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR and City have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2026.

**GRANTOR:**  
AXS LLC

**GRANTEE:**  
City of Mineral Point

\_\_\_\_\_  
By: Jolena Siegenthaler

\_\_\_\_\_  
By: Danny Clerk, Mayor

\_\_\_\_\_  
Attested By: Christy Skelding, Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_ 2026, the above-named Jolena Siegenthaler, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

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

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF IOWA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_ 2026, the above-named Danny Clark, Mayor, and Christy Skelding, Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

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

# Exhibit A

## Legal Description of Parcel

Part of Lot Fifty-three (53) of Vliet's Survey in the City of Mineral Point, Iowa County, Wisconsin described as follows:

Beginning at a point 278  $\frac{4}{12}$  feet North  $71^{\circ}$  West of the Southeast corner of said Lot, thence North  $19^{\circ}$  East 117 feet, thence North  $71^{\circ}$  West along Jail Alley 25 feet, thence South  $19^{\circ}$  West 117 feet, thence South  $71^{\circ}$  East 25 feet to the place of beginning.

The Police and License Committee requested the police department receive and review quotes for a radar speed board that would be used primarily in the Shake Rag and Antoine Street areas.

The committee requested a display unit that was multicolor and provided high alert. To receive the most value from a speed board, the police department requests a unit that is mobile and collects traffic data.

Speed board displays offer several configuration options. State law governs the colors and warning features that may be used on roadway display boards, and requirements differ between city streets and DOT highways. For example, per the Manual on Uniform Traffic Control Devices (MUTCD), strobes are not permitted on highways, so any speed board with that feature must allow the strobe to be turned off when used on a highway. All the quoted speed boards are ones that could be used on either type of roadway.

I received and reviewed four quotes, All Traffic Solutions, Barco, ElanCity Evolis and Roadway. A fifth company, Kustom Signals, was contacted but has not returned a quote.

After reviewing the quotes, it is my recommendation that the city purchase one of the speed boards from Elan City, the Evolis Mobility or the Evolis Vision. The speed boards are identical in function and size with the Vision having an extra LED display to project a message such as "TOO FAST" or "THANK YOU". The quoted cost for Evolis Mobility is \$3300. The Evolis Vision quote is \$4000.

The Elan City speed boards provide the best combination of size, visibility, and data collection of boards quoted at a low cost. I have observed one of these units in use in Reedsburg and feel it will meet the city's needs.

## SPEED BOARD PRODUCT COMPARISON

### 1. All Traffic Solutions (ATS)

ATS w/o data \$4,150.10

ATS with data \$5,058.86

Pros: sign and display size, 3 yr warranty, extensive data collection

Cons: one color display (amber), cost

### 2. Barco

w/o data \$4,199.00 (digit display too small (12”) for our needs)

with data \$4,635.00

Pros: dual multi-color display, 15” digits, 5” display, strobe, extensive data collection, 3 yr warranty

Cons: cloud management fees after 1 year (\$500), limited sales info provided – everything received was via Barco online, cost

### 3. Roadway

with data \$2,945.00

Pros: multi-color display with strobe, cost

Cons: display size 14 x 14, basic data collection, 1 yr warranty

### 4. ElanCity Evolis

with data (Evolis Mobility) \$3,300.00

with data and additional message display (Evolis Vision) \$4,000.00

Pros: 15” digits, multi-color display, bi-directional extensive data collection, no annual fees, 2 yr warranty, cost

Cons:

# EVOLIS MOBILITY, the smart radar speed sign for all communities!

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INFORMATION



Join the global success of the EVOLIS Mobility RSS, trusted by **10,000 communities worldwide with over 30,000 units installed**. Its superior design, advanced technology, and user-friendly nature make it an indispensable tool for enhancing road safety and promoting responsible driving.

- **DURABLE AND LIGHTWEIGHT:** ABS Injection Molded Resin
- **PRECISION:** Doppler radar technology with detection range of over 1000 feet and range fiability +/-1%
- **HIGH VISIBILITY:** 15" speed digits and 3 row LedS
- **ULTRA-CONNECTED:** USB / Bluetooth - 4G optional and bi-directional data
- **3 POWER CHOICES AVAILABLE:** solar panel (up to 7 000 vehicles /day) , 2 batteries (up to 14 days, depending on traffic) or AC mode (with 5 hours charge per night)
- **ALL INCLUDED:** FREE updates and NO subscription fees, 2 years warranty, a dedicated support team assists you with installation and use.



**JOIN OUR COMMUNITY!  
YOU'RE THE ONE TO  
MAKE THE CHOICE!**


*« These signs are great. Sometimes you don't realize you are going faster than you are supposed to. It's a nice reminder for everyone! »*

*Donald C. – Cohasset resident, MA*

**GET A QUOTE NOW!**



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New York, NY 10123-1591

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[sales@elancity.net](mailto:sales@elancity.net)



# EVOLIS MOBILITY

## Radar Speed Sign

### TECHNICAL CHARACTERISTICS



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SPEED DISPLAY	Speed Digits	Height: 15"
	"YOUR SPEED" legend	3.15" Highway-Gothic font
	LEDs	Ultra-bright, 3-row thick LEDs. Tri-color mode : Amber, Green and Red
	Visibility	1.000 feet
	Power consumption	Ultra-low power consumption. Average <5W
	Flash rate	Default setting: 54 cycles/minute. Configurable

DETECTION	Doppler radar	Bidirectional, K-Band, 24.125 GHz (FCC part 15 compliant)
	Accuracy	+/- 1 Mph, 99% accuracy
	Beam width	33° Horizontal and Vertical
	Speed detection	9 – 160 Mph
	Detection range	500 feet to 1.000 feet (configurable)

CASING	Material	Robust, anti-corrosive ABS injection molded resin; Curved polycarbonate front face
	Size / Weight	Dimensions: 30"H x 28"W x 6"D - Weight: 20lbs (without batteries)
	Waterproof rating	NEMA 4R / IP 65
	Color	UV treated light grey (other colors available)
	Temperature resistance	-22° F to +176° F (operational in extreme weather conditions)
	User access	External access to the batteries, the control screen and the USB port. Secured by two locks

CONFIGURATION	Evocom	Software for radar configuration + FREE updates
	Communication	USB, Bluetooth®, EVOMOBILE Smartphone application and 4G (Optional)
	Thresholds	Speed (min, limit, max), anti-racing, flashing, color change (if activated)
	Timer mode	(School-zone mode) Alternative speed threshold: up to 2 settings / 4 time slots per day
	Stealth mode	Continuous traffic data collection with blank display

TRAFFIC DATA ANALYSIS	Evograph	Software for traffic data analysis + FREE updates & NO subscription fees ever
	Speed	Average and maximum speed, 85th percentile, distribution per speed group
	Count	Estimated vehicle count
	Type	Bi-directional, time-stamped data
	Memory storage	Up to 5 millions vehicles
	Format	Charts and graphs in Excel and/or Pdf form, for easy report printing

POWER SUPPLY	Batteries	12V/22AH Weight for one battery : 13.22lbs
	Solar panel	95 watts solar panel 32"x 27"x 1.4" w/ aluminium bracket mouting kit
	AC	City lighting (available in certain states) Stationary, powered by battery charged through and dependent on city lighting



450 7<sup>th</sup> Avenue  
Suite 1501  
New York, NY 10123-1591

(646) 878- 6259

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ELAN CITY  
 450 7th Avenue (& 34th St.) Suite 1501  
 New York City, NY 10123-1591  
 United States  
 Phone. : (646) 878-6259  
 Fax. : (646) 770-3906  
 Email: [sales@elancity.net](mailto:sales@elancity.net)

**Shipping address :**

Mineral Point Police Department  
 PO Box 238  
 226 Doty St  
 MINERAL POINT, WI 53565  
 United States

**Invoice address :**

Mineral Point Police Department  
 PO Box 238  
 226 Doty St  
 MINERAL POINT, WI 53565  
 United States

**Mineral Point Police Department**  
**PO Box 238**  
**226 Doty St**  
**MINERAL POINT, WI 53565**  
**United States**

Tel. : +16089872313  
 Fax : +16089872181

## Quotation N° SO13108

Your Reference	Quotation Date	Contact	Payment Term
	06/24/2026	MOLINA RIVAS Romel	Net 30 Days

Description	Qté	P.U	Disc.(%)	Discounted price	Price
[EPRA0250AA] US_MB[AS-BT] EVOLIS RADAR SPEED SIGN MOBILITY- SOLAR VERSION - USB/BLUETOOTH-Reflective WHITE Front Face ready to install including: - Speed display: 15""high (green/red), - 2mm Polycarbonate front panel screen-printed "YOUR SPEED" - Integrated solar power regulator - USB and BLUETOOTH LE (Low Energy) connection - Upgradable to 3G/4G (optional) -BI-DIRECTIONAL traffic data and statistics, - Software provided for PC and Smartphone, - Mounting kit included (excluding clamps), - 2-year warranty	1.00 Unit(s)	2,400.00	0.00	2,400.00	\$ 2,400.00
[EACC0042AA] 95W solar panel (fastenings included - IN)	1.00 Unit(s)	600.00	0.00	600.00	\$ 600.00
[EACC0046AB] Yuasa battery pack 12V22Ah with integrated fuse protection (8A) - 6-month warranty	2.00 Unit(s)	125.00	0.00	125.00	\$ 250.00
[DCE] Delivery Charge EXPRESS	1.00 Unit(s)	350.00	0.00	350.00	\$ 350.00
[EDSC0004AA] Commercial discount	1.00 Unit(s)	-300.00	0.00	-300.00	\$ -300.00
				<b>Total discount HT:</b>	<b>\$ 300.00</b>
				<b>Net Total :</b>	<b>\$ 3,300.00</b>
				<b>Taxes (20%):</b>	<b>\$ 0.00</b>
				<b>Total :</b>	<b>\$ 3,300.00</b>

**CUSTOMER CONTACT INFO:**

- Name: Bob Weier
- Phone: (608) 987-2313

# The new EVOLIS Radar Speed Sign

...MORE AUTONOMOUS,  
EFFICIENT AND  
CONNECTED!

The EVOLIS Radar Speed Sign is a highly effective traffic-calming tool that can be used in a wide variety of traffic scenarios and environments.

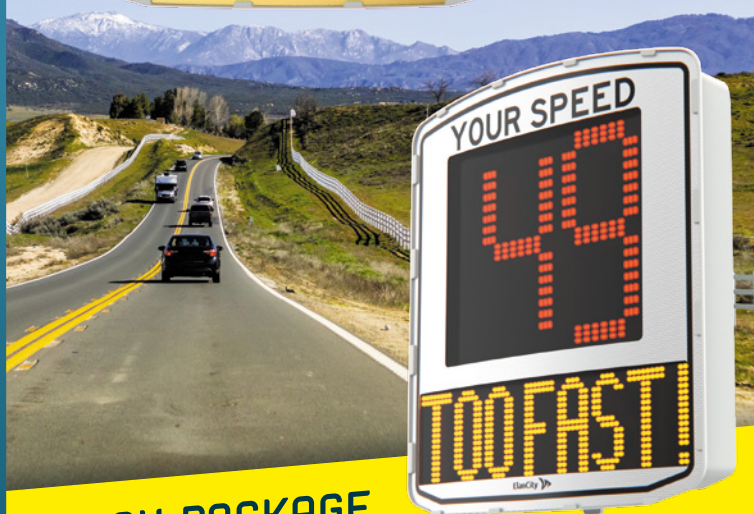
**The EVOLIS Radar Speed Sign:** a portable powerhouse in traffic safety... Built with durable ABS Injection Molded Resin, weighing a mere 20lbs! With an extended vehicle detection range of over 1,000 feet, it uses superior Doppler radar technology. The 15" speed digits, illuminated by ultra-bright, tricolor LEDs, catch attention. Driver behavior correction is achieved through programmable messages and speed digits, resulting in an impressive 25% decrease in overall speed.

**Choose flexibility with the EVOLIS RSS:** battery-operated or solar-powered options available. Embrace energy autonomy and reduce your carbon footprint. The full-option package ensures immediate functionality and a remarkable autonomy of up to 7000 vehicles per day. Additionally, enjoy bi-directional traffic data collection and comprehensive analysis software, eliminating the need for subscription fees and providing free updates for life.

Join the global success of the EVOLIS RSS, trusted by **10,000 communities worldwide with over 30,000 units installed.** Its superior design, advanced technology, and user-friendly nature make it an indispensable tool for enhancing road safety and promoting responsible driving.

**GET A QUOTE NOW!**

>  
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INFORMATIONS



## EACH PACKAGE INCLUDES:

- 30"x28" Evolis Radar Speed Sign (2 power choices)
- Highly visible 15" speed digits: 3 rows of tri-color LEDs
- 3M Diamond Grade Reflective Sheeting Front Face
- Customizable message display
- Bi-directional traffic data collection
- Comprehensive analysis & configuration software
- FREE updates & NO subscription fees!
- Bluetooth + smartphone app
- Mounting kit & specific accessories for solar or battery-operated packs
- 2 year warranty

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New York, NY 10123-1591

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# The new EVOLIS

## Radar Speed Sign

### TECHNICAL CHARACTERISTICS

>  
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INFORMATIONS




SPEED DISPLAY	Speed Digits	Height: 15"
	"YOUR SPEED" legend	1.65" Highway-Gothic font
	LEDs	Ultra-bright, 3-row thick LEDs. Amber-only mode or tri-color: Amber, Green and Red.
	Visibility	1.000 feet
	Power consumption	Ultra-low power consumption. Average <5W
	Flash rate	Default setting: 54 cycles/minute. Configurable
TEXT DISPLAY	LEDs	Ultra-bright, Amber
	Messages	Pre-programmed or entirely personalized
	Size-font / Graphics	Choice of size and font, 1 or 2 lines of text
DETECTION	Doppler radar	Bidirectional, K-Band, 24.125 GHz (FCC part 15 compliant)
	Accuracy	+/- 1 Mph, 99% accuracy
	Beam width	33° Horizontal and Vertical
	Speed detection	9 – 160 Mph
	Detection range	500 feet to 1.000 feet (configurable)
CASING	Material	Robust, anti-corrosive ABS injection molded resin; Curved polycarbonate front face
	Size / Weight	Dimensions: 30"H x 28"W x 6"D - Weight: 20lbs (without batteries)
	Front face	3M Diamond Grade Reflective Sheeting
	Waterproof rating	NEMA 4R / IP 65
	Color	UV treated light grey (other colors available)
	Temperature resistance	-40° F to +140° F (operational in extreme weather conditions)
	User access	External access to the batteries, the control screen and the USB port. Secured by two locks
CONFIGURATION	Evocom	Software for radar configuration + FREE updates
	Communication	USB, Bluetooth®, EVOMOBILE Smartphone application and 4G (Optional)
	Thresholds	Speed (min, limit, max), anti-racing, flashing, color change (if activated)
	Timer mode	(School-zone mode) Alternative speed threshold: up to 2 settings / 4 time slots per day
	Stealth mode	Continuous traffic data collection with blank display
TRAFFIC DATA ANALYSIS	Evograph	Software for traffic data analysis + FREE updates & NO subscription fees ever
	Speed	Average and maximum speed, 85th percentile, distribution per speed group
	Count	Estimated vehicle count
	Type	Bi-directional, time-stamped data
	Memory storage	Up to 5 millions vehicles
	Format	Charts and graphs in Excel and/or Pdf form, for easy report printing
POWER OPTIONS	"Solar-Mobile"	Solar-powered Portable, fully autonomous, powered through solar panel and batteries
	"Ultra-Mobile"	Battery-operated Portable, fully battery-powered with average 14 days autonomy, includes external charger
	"AC"	City lighting (available in certain states) Stationary, powered by battery charged through and dependent on city lighting
ACCESSORIES	Mounting kits	Curved, ABS-injected resin, universal mounting-bar (pole and pole straps not included)
	Solar panel	32" x 27" x 1.4", 95 Watts solar panel w/ aluminum bracket mounting kit
	Batteries	12V/22AH batteries included: AC X 1, Solar-Mobile X 2, Ultra-Mobile X 4

ElanCity



450 7<sup>th</sup> Avenue  
Suite 1501  
New York, NY 10123-1591

 (646) 878- 6259

[www.elancity.net](http://www.elancity.net)  
sales@elancity.net



ELAN CITY  
 450 7th Avenue (& 34th St.) Suite 1501  
 New York City, NY 10123-1591  
 United States  
 Phone. : (646) 878-6259  
 Fax. : (646) 770-3906  
 Email: [sales@elancity.net](mailto:sales@elancity.net)

**Shipping address :**

Mineral Point Police Department  
 PO Box 238  
 226 Doty St  
 MINERAL POINT, WI 53565  
 United States

**Invoice address :**

Mineral Point Police Department  
 PO Box 238  
 226 Doty St  
 MINERAL POINT, WI 53565  
 United States

**Mineral Point Police Department**  
**PO Box 238**  
**226 Doty St**  
**MINERAL POINT, WI 53565**  
**United States**

Tel. : +16089872313  
 Fax : +16089872181

## Quotation N° SO13107

Your Reference	Quotation Date	Contact	Payment Term
	06/24/2026	MOLINA RIVAS Romel	Net 30 Days

Description	Qté	P.U	Disc.(%)	Discounted price	Price
[EPRA0154AA] US[AS-BT] EVOLIS VISION RADAR SPEED SIGN - SOLAR Version - Reflective WHITE Front Panel ready to install including: - Speed display: 15" high (green/amber/red) - Polycarbonate front panel screen-printed "YOUR SPEED" - Integrated solar power regulator - USB and BLUETOOTH LE (Low Energy) connection - Upgradable to 3G/4G (optional) -BI-DIRECTIONAL traffic data and statistics, - Software provided for PC and Smartphone, - Mounting kit included (excluding clamps), - 2-year warranty	1.00 Unit(s)	3,100.00	0.00	3,100.00	\$ 3,100.00
[EACC0042AA] 95W solar panel (fastenings included - IN)	1.00 Unit(s)	600.00	0.00	600.00	\$ 600.00
[EACC0046AB] Yuasa battery pack 12V22Ah with integrated fuse protection (8A) - 6-month warranty	2.00 Unit(s)	125.00	0.00	125.00	\$ 250.00
[DCE] Delivery Charge EXPRESS	1.00 Unit(s)	350.00	0.00	350.00	\$ 350.00
[EDSC0004AA] Commercial discount	1.00 Unit(s)	-300.00	0.00	-300.00	\$ -300.00
				<b>Total discount HT:</b>	<b>\$ 300.00</b>
				<b>Net Total :</b>	<b>\$ 4,000.00</b>
				<b>Taxes (20%):</b>	<b>\$ 0.00</b>
				<b>Total :</b>	<b>\$ 4,000.00</b>

**CUSTOMER CONTACT INFO:**

- Name: Bob Weier
- Phone: (608) 987-2313

# ESTIMATE

EpicStar LED LLC  
10940 S Parker Rd  
Ste 465  
Parker, CO 80134-3961

scott@epicstarled.com  
+1 (720) 244-2001

## Bill to

Bob Weier  
Mineral Point Police Department  
1020 Ridge Street  
Mineral Point, WI 53565

## Ship to

Bob Weier  
Mineral Point Police Department  
1020 Ridge Street  
Mineral Point, WI 53565

## Estimate details

Estimate no.: 1418  
Estimate date: 05/14/2026  
Expiration date: 06/14/2026

#	Product or service	Description	Qty	Rate	Amount
1.		Roadway Signs (Div of EpicStar LED LLC)			
2.	<b>Solar Radar Speed Sign Kit (Commercial)</b>	Solar Radar Speed Sign Kit Display color: Green, Red (Yellow is available) Electrical (Solar Type) Power Supply: DC12V 80W Solar Module Battery:12V 40AH Speed Range:1Km/h-250Km/h Working Frequency:24.15GHz Antenna angel:30°*16° Voltage:9-24V Current:40mA@12V Sensor size:69*53*10mm. Output power:21dBm Frame size:800mm*500mm*80mm Parameter setting: Built-in button on board, remote controller, and Bluetooth Data collection and download: Flash disk & app download LED display size:355mm H *370mm W; 265mm H*370mm W Material: Aluminum plate SLOW DOWN: Vehicle exceeds overspeed set point, SLOW DOWN and white strobe light displayed. Reflective film: 3M IV. Waterproof Grade:IP55	1	\$2,800.00	\$2,800.00
3.	<b>Shipping</b>	Shipping	1	\$145.00	\$145.00

\$ 2,945<sup>00</sup>



All Traffic Solutions, LLC  
 5100 W Brown Deer Rd  
 Brown Deer, WI 53223  
 Phone: 814-237-9005  
 Fax: 814-237-9006  
 DUNS #: 02-344-3864  
 Tax ID: 39-0983658  
 CAGE Code: 0GWV8

**QUOTE Q-109190**

**DATE:** 06/18/2026

**PAGE NO:** 1

**Mail Purchase**

**Orders to:**

5100 W Brown Deer Rd  
 Brown Deer, WI 53223

Contract:  
**Sourcewell 090122-ATS**  
 Sourcewell Account #:  
**83807**

**Questions contact:  
 MANUFACTURER:  
 All Traffic Solutions**

Owen Lauerman  
 (571) 549-3766  
 x  
 olauerman@alltrafficsolutions.com

**Independent Sales Rep:**

**BILL TO:**

City of Mineral Point Police Dept  
 PO Box 238  
 1020 Ridge St  
 Mineral Point, WI 53565

**SHIP TO:**

City of Mineral Point Police Dept  
 PO Box 238  
 1020 Ridge St  
 Mineral Point, WI 53565  
 Attn: Bob Weier

Billing Contact:

**PAYMENT TERMS:**  
 Net 30

**CUSTOMER:** City of Mineral Point Police Dept

**CONTACT:**16089872313

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000872	Shield 15B Speed Display; base unit w/ mounting bracket, Can be Upgraded to TrafficCloud	1	\$2,623.44	\$2,623.44
4001299	3 Year Warranty	1	\$0.00	\$0.00
4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller	1	\$617.10	\$617.10
4000659	Solar panel, 50W; includes bracket for pole and harness	1	\$496.74	\$496.74
4000549	YOUR SPEED wrap, 30" x 36" full size sign MUTCD, for Sh15, 5" char, WHITE HIP	1	\$228.48	\$228.48
4001889	Shipping and Handling	1	\$303.00	\$303.00
4000520	Violator Alert; flashing strobe helps draw attention to the driver's speed (default white unless otherwise specified)	1	\$368.22	\$368.22
4001190	Discount - New Purchase	1	(\$486.88)	(\$486.88)

Special Notes:

**SALES AMOUNT:** \$4,150.10

**TOTAL USD:** \$4,150.10

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R



All Traffic Solutions, LLC  
 5100 W Brown Deer Rd  
 Brown Deer, WI 53223  
 Phone: 814-237-9005  
 Fax: 814-237-9006  
 DUNS #: 02-344-3864  
 Tax ID: 39-0983658  
 CAGE Code: 0GWV8

**QUOTE Q-109191**

**DATE:** 06/18/2026

**PAGE NO:** 1

**Mail Purchase**

**Orders to:**

5100 W Brown Deer Rd  
 Brown Deer, WI 53223

Contract: **Sourcewell 090122-ATS**  
 Sourcewell Account #: **83807**

**Questions contact: MANUFACTURER: All Traffic Solutions**

Owen Lauerman  
 (571) 549-3766  
 x  
 olauerman@alltrafficsolutions.com

**Independent Sales Rep:**

**BILL TO:**

City of Mineral Point Police Dept  
 PO Box 238  
 1020 Ridge St  
 Mineral Point, WI 53565

**SHIP TO:**

City of Mineral Point Police Dept  
 PO Box 238  
 1020 Ridge St  
 Mineral Point, WI 53565  
 Attn: Bob Weier

Billing Contact:

**PAYMENT TERMS:**  
 Net 30

**CUSTOMER:** City of Mineral Point Police Dept

**CONTACT:**16089872313

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000872	Shield 15B Speed Display; base unit w/ mounting bracket, Can be Upgraded to TrafficCloud	1	\$2,623.44	\$2,623.44
4001299	3 Year Warranty	1	\$0.00	\$0.00
4000750	App, Mobile User Interface perpetual license (only 1 required per account—Bluetooth required, enabled separately)	1	\$100.00	\$100.00
4000631	Bluetooth: allows wireless control from supported Bluetooth enabled devices (purchased separately)	1	\$420.24	\$420.24
4000519	Traffic Data Collection; stores vehicle statistics locally for later analysis	1	\$525.30	\$525.30
4001818	Integrated Solar pole mount battery kit (Sh15) 28Ah batt, LFP charger & solar controller	1	\$617.10	\$617.10
4000659	Solar panel, 50W; includes bracket for pole and harness	1	\$496.74	\$496.74
4000549	YOUR SPEED wrap, 30" x 36" full size sign MUTCD, for Sh15, 5" char, WHITE HIP	1	\$228.48	\$228.48
4001889	Shipping and Handling	1	\$303.00	\$303.00
4000520	Violator Alert; flashing strobe helps draw attention to the driver's speed (default white unless otherwise specified)	1	\$368.22	\$368.22
4001190	Discount - New Purchase	1	(\$596.66)	(\$596.66)

Special Notes:

**SALES AMOUNT:**

\$5,085.86

# 15" Cloud Connected Radar Speed Sign

The 15" Cloud Connected Radar Speed Sign is the lightweight sign with full size impact.

The Cloud Connected driver feedback sign is a portable, lightweight radar sign with full size 15" digits. A speed activated message to slow down alerts speeding drivers. Digits are dual color while messaging is available in a choice of red or amber. The sign can be mounted at multiple locations with universal mounting options.



EV 15 Specifications	
Digit Size	15"
Height	33.1"
Weight	28 lbs. (Sign only)
24/7, 365 Scheduling	✓
Data Collection	✓
Solar Compatibility	✓
Universal Mounting	✓
Cloud Compatibility	✓

Features
<b>MUTCD compliant</b> with static "YOUR SPEED" message and highly visible 15" LED digits that are visible from up to 600 ft away.
<b>Dual Color Display:</b> LED digit color can be programmed to change based on driver speed
<b>User-friendly software interface</b> allows you to manage sign parameters such as threshold speeds and violator strobe remotely.
<b>Ultra low power consumption</b> including the most power-efficient radar technology available and solar power.
<b>Stealth Mode</b> allows the sign to collect baseline traffic data while speed display appears blank to motorists.
<b>Slow Down Messaging:</b> Sign flashes "Slow Down" message at drivers who exceed designated speed.
<b>Superior construction</b> and durability for long-lasting performance.
<b>Universal Mounting:</b> Optional mounting brackets let you use one sign at multiple locations with the turn of a key.



Feature	Specifications
<b>Dimensions</b>	
Digits	15"(h) x 8"(w)
LED Message Text	Letters 5"(h) spell "SLOW DOWN", 1line
Unit with "YOUR SPEED" sign mounted	Full size sign: 33.1"(h) x 30"(w) x 5.625"(d)
<b>Sign Weight (includes "YOUR SPEED" sign (2 lbs) mounted)</b>	
Solar powered model	28 lbs (does not include batteries, solar panel or bracket)
<b>General Specifications</b>	
Operating Temperatures F (C):	-40° (-40°) to 185° (85°)
Speed Display with Slow Down message	Miles per hour (mph) 3-99. Kilometers per hour (km/h) 5-160.
Faceplate	High-Intensity prismatic reflective sheeting on "YOUR SPEED" signs with black colored text. MUTCD approved colors and format
Communications	Bluetooth, GSM/GPRS
Programming	Management Software Cloud remote management 24/7 365 day unlimited programming and scheduling

Feature	Specifications
<b>Power Options (Electrical Specifications)</b>	
Solar panel	50W
<b>Radar</b>	
Internal Radar:	Doppler (FCC approved)
Model	DF 300
Radar RF out	5 mW maximum
Radar f-center	24.125 GHz center +/- 25 MHz
Pickup distance	Up to 1,200 feet
Beam angle	24° (vertical) x 12° (horizontal)
Beam polarization	Linear
CE Mark (Radar)	Yes
<b>Display</b>	
LEDs	484
Digits (Amber)	224 LEDs: Color: Yellow (590 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 9000 – 22400 Ev,[lux]/LED
Digits (Red)	224 LEDs: Color: Red (633 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
Slow Down Message	227 LEDs: Color: Red 633 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
Speed Violator Strobes	36 LEDs: Color: White (2700 K – 6500 K) Viewing angle at 50% IV: 150° Luminous Flux: typically 33lm @ 4000 K Luminous Efficacy: typically 176 lm/W @4000 K
Ambient light sensor	1 sensor and automatic brightness adjustment
<b>Enclosure</b>	
Construction	Vandal resistant, lightweight polymer. Matte black front for reduced glare and maximum contrast. Light gray body to minimize heat absorption
Weatherproof Rating	Weatherproof, NEMA 3, IP55 level compliant. Non-sealed and ventilated

- PARK BENCHES
- PICNIC TABLES
- TRASH CANS
- PARK AMENITIES
- PATIO FURNITURE
  - BIKE RACKS
- SPEED BUMP KITS
- **TRAFFIC CONTROL & SAFETY**
  - SIGNS & POSTS
  - KIRBYBUILT PRODUCTS

- [Home](#)
- [Traffic Control & Safety](#)
- [Radar Signs](#)
- **Cloud Connected Radar Signs**

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[Skip to the beginning of the images gallery](#)

# Cloud Connected Radar Signs

0 Reviews

As low as **\$4,775.00** Quantity discounts available

SKU:  
06TX2415-WH

**Treetop SKU:**  
3ST3011-WH

## Quantity Discounts

Quantity	Price
2	<b>\$4,635.00</b>

### Product Details

Display driver speeds, warn speeding drivers and make roads safer

- Remote programming and data collection for multiple signs in one easy platform
- Ideal for transportation departments, homeowners' associations, property management companies, police departments and schools
- Up to 70% reduction in speeders when placed in school zones (per customer case study)
- Operates for several days on single charge
- 1 year of cloud remote management system included (\$500 value)
- Displays 3–99 mph or 5–160 km/h

**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

**Tony Evers, Governor**  
**Karen Hyun, Ph.D., Secretary**

Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



July 7, 2026

MATTHEW HONER, CITY ADMINISTRATOR  
CITY OF MINERAL POINT  
137 HIGH STREET, SUITE 1  
MINERAL POINT WI 53565

**SUBJECT:** Clean Water Fund Program, Project No. 4513-13  
Replace Sanitary Sewer – Commerce and South Streets  
Financial Assistance Agreement - July 22, 2026

Dear Mr. Honer:

Your project manager prepared the following documents for your Clean Water Fund Program (CWFP) loan closing:

1. CWFP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on July 22, 2026, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Mineral Point has three (3) working days upon receipt of wired CWFP funds to do one or more of the following:

1. Pay the project invoices identified in the CWFP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Corey Pope, at 608-212-8928, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other CWFP documents.

Thank you for your interest in the Clean Water Fund Program.

Sincerely,

Matthew Marcum, Section Manager  
Environmental Loans Section  
Bureau of Community Financial Assistance

Electronic Copies: Jacob Lichter, Quarles & Brady LLP - Milwaukee  
Bart Nies, Delta 3 Engineering, Inc. - Platteville  
Tyler Zettl - DNR SC/Fitchburg  
Capital Finance Office - DOA/10

**ATTACHMENT #1**

Clean Water Fund Program Project No. 4513-13  
City of Mineral Point  
Replace Sanitary Sewer – Commerce and South Streets  
Financial Assistance Agreement – Closing Schedule

**By July 7, 2026:**

- Quarles & Brady LLP distributes draft Municipal Obligation Resolution and other bond documents to the City of Mineral Point and DOA for review. Project manager sends FAA to municipality.

**On July 14, 2026:**

- Municipality holds properly noticed meeting at which time:
  1. Municipal Obligation Resolution is adopted.
  2. Bond related documents are signed by municipal officials.
  3. DNR FAA is signed by municipal officials using DocuSign.

**By July 20, 2026:**

- Quarles & Brady LLP sends original signed and sealed Bond R-1 and emails a copy of the fully executed bond transcript to DOA.

**July 22, 2026:**

- Loan Closing Day. Quarles & Brady LLP contacts municipality and DOA to confirm that closing may proceed, and DOA wire transfers the first disbursement to municipal bank account.

**ATTACHMENT #2**

Clean Water Fund Program Project No. 4513-13  
City of Mineral Point  
Replace Sanitary Sewer - Commerce and South Streets  
Financial Assistance Agreement Summary  
Distribution Sheet

**LOAN INFO**

Total Project Amount: \$2,358,217

CWFP Funding Amount: \$715,439

SDWLP 5446-12: \$665,150

Internal Funding: \$977,628

Pledge: Sewer System Revenue

Lien Priority: Senior Parity

Federal Equivalency Project:  Yes  No

Composite Interest Rate: 2.365%

Loan Term: 20 Years

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**DOCUMENT INFO**

Date of Municipal Obligation Resolution – July 14, 2026

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**CLOSING INFO**

Refinancing: None                      Date of Refinancing: N/A

Estimated First Disbursement: \$376,130

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**MUNICIPAL INFO**

Municipal ID: 25251

Substantial Completion Date: September 4, 2026

Plans and Specifications: S-2025-0587, approved September 19, 2025

---

**DISTRIBUTION**

**Department of Natural Resources**

Corey Pope  
Bureau of Community Financial Assistance  
101 South Webster Street, 2nd Floor  
PO Box 7921  
Madison WI 53707-7921  
608-212-8928  
corey.pope@wisconsin.gov

**Department of Administration**

Jessica Fandrich  
State of Wisconsin DOA Capital Finance Office  
101 East Wilson Street, 10th Floor  
PO Box 7864  
Madison WI 53707-7864  
608-267-2734  
jessica.fandrich1@wisconsin.gov

**Municipality**

Matthew Honer  
City of Mineral Point  
137 High Street, Suite 1

**Engineering Firm**

Bart Nies  
Delta 3 Engineering, Inc.  
875 South Chestnut Street

Mineral Point WI 53565  
608-987-2361  
administrator@cityofmineralpointwi.gov

Platteville WI 53818  
608-348-5355  
bart@delta3eng.biz

**Municipal Bond Counsel**

Jacob Lichter  
Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee WI 53202-4426  
414-277-5000  
jacob.lichter@quarles.com

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street, 2<sup>nd</sup> Floor  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Clean Water Fund Program  
Form 8700-214 rev 1/26

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF MINERAL POINT

\_\_\_\_\_  
\$715,439

FINANCIAL ASSISTANCE AGREEMENT

\_\_\_\_\_  
Dated as of July 22, 2026  
\_\_\_\_\_

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

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Municipal Identification No. 25251

Clean Water Fund Program Project No. 4513-13

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EXHIBIT D	OPERATING CONTRACTS
EXHIBIT E	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
EXHIBIT F	PROJECT MANAGER SUMMARY PAGE

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 22, 2026, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the City of Mineral Point, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, for repayment of the Loan; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports, and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"American Iron and Steel" means the requirements contained in section 608 of the Act.

"Application" means the written application of the Municipality dated September 25, 2025, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the CWFP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the City of Mineral Point, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

"Parity Obligations" means the Municipality's \$2,000,000 Sewerage System Revenue Bonds, dated February 23, 2021, and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2025-0587, approved by DNR on September 19, 2025, as the same may be amended or modified from time to time in accordance with this FAA.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered,

specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFP Project No. 4513-13 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewer system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Statute" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.07, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to the Municipality's User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

## ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the CWFP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the CWFP under the terms and conditions of this FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to

which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$715,439 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
- (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or

decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued, legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFPP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. Portions of the Project that are ineligible for financing from the CWFPP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFPP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, or the SDWLP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Plans and Specifications described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is September 4, 2026.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting DNR, DOA may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Sewerage System or, in the case of a joint utility system, to bill the users of the Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

ARTICLE III  
LOAN PROVISIONS

Section 3.01. Loan Clauses

- (a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$715,439. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.
- (b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.
- (c) The Loan shall bear interest at the rate of two and 365/1000ths percent (2.365%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.
- (d) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp>. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.
- (e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.
- (f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.08 hereof.

Section 3.03. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on July 22, 2026. It is understood that the actual amounts of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not

later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

(a) Under this FAA, financial assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of financial assistance is requested have been incurred by the Municipality.

(c) The CWFP, through its agents or Trustee, plans to make disbursements of financial assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the financial assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the financial assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The CWFP or its agent shall disburse financial assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the financial assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit C); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

### Section 3.07. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.17(1), Wis. Adm. Code, if the Loan has not been fully disbursed, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date this FAA was executed; or immediately terminate this FAA and disburse no additional funds.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Sewerage System directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a) above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV  
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of the Loan.

In the event the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event the Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V  
COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System or Project, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

(c) The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFPP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFPP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access

during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws, the Statute, and the Regulations in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.07, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened

proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Sewerage System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Sewerage System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

- (1) Age Discrimination Act, Pub. L. 94-135
- (2) Equal Employment Opportunity, Executive Order 11246
- (3) Section 13 of the Clean Water Act, Pub. L. 92-500
- (4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250
- (5) Title VI of the Civil Rights Act, Pub. L 88-352
- (6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a

character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.24. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. If the Municipality is required to submit a Federal Single Audit, without any request the Municipality shall furnish to DOA, at [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov) as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any state revolving fund findings and/or resolution of prior year findings.

ARTICLE VI  
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when electronically delivered, hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
CLEAN WATER FUND PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
- (c) US BANK CORP TRUST  
DIANE PUTZEL EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292
- (d) CITY OF MINERAL POINT  
137 HIGH STREET, SUITE 1  
MINERAL POINT WI 53565

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional loans for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWF and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF MINERAL POINT

By: \_\_\_\_\_  
Danny Clark  
Mayor

Attest: \_\_\_\_\_  
Christy Skelding  
Clerk/Treasurer

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A  
PROJECT BUDGET SHEET

CITY OF MINERAL POINT  
CWFP Project No. 4513-13

	<b>Total Project Costs</b>	<b>Ineligible Costs Paid by Internal Funds</b>	<b>Ineligible Costs Paid by SDWLP 5446-12</b>	<b>CWFP Total Award Amount for this Project</b>
Force Account	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00
Preliminary Engineering	120,500.00	53,165.00	32,535.00	34,800.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	135,000.00	46,200.00	43,350.00	45,450.00
Construction/Equipment	1,970,857.50	878,262.50	524,429.00	568,166.00
Contingency	54,631.00	0.00	26,222.00	28,409.00
Miscellaneous Costs	42,628.00	0.00	21,314.00	21,314.00
Closing Costs	34,600.00	0.00	17,300.00	17,300.00
<b>TOTAL</b>	<b>2,358,216.50</b>	<b>977,627.50</b>	<b>665,150.00</b>	<b>715,439.00</b>

**Mineral Point, City, Wisconsin**

**Exhibit B**

Project 4513-13 Clean Water Fund Program

Loan Closing Date:

**July 22, 2026**

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-26	0.00	2.365%	4,653.04	4,653.04	0.00	4,653.04
1-May-27	28,390.02	2.365%	8,460.07	36,850.09	41,503.13	0.00
1-Nov-27	0.00	2.365%	8,124.35	8,124.35	0.00	44,974.44
1-May-28	29,061.45	2.365%	8,124.35	37,185.80	45,310.15	0.00
1-Nov-28	0.00	2.365%	7,780.70	7,780.70	0.00	44,966.50
1-May-29	29,748.75	2.365%	7,780.70	37,529.45	45,310.15	0.00
1-Nov-29	0.00	2.365%	7,428.92	7,428.92	0.00	44,958.37
1-May-30	30,452.31	2.365%	7,428.92	37,881.23	45,310.15	0.00
1-Nov-30	0.00	2.365%	7,068.83	7,068.83	0.00	44,950.06
1-May-31	31,172.50	2.365%	7,068.83	38,241.33	45,310.16	0.00
1-Nov-31	0.00	2.365%	6,700.21	6,700.21	0.00	44,941.54
1-May-32	31,909.73	2.365%	6,700.21	38,609.94	45,310.15	0.00
1-Nov-32	0.00	2.365%	6,322.88	6,322.88	0.00	44,932.82
1-May-33	32,664.40	2.365%	6,322.88	38,987.28	45,310.16	0.00
1-Nov-33	0.00	2.365%	5,936.62	5,936.62	0.00	44,923.90
1-May-34	33,436.91	2.365%	5,936.62	39,373.53	45,310.15	0.00
1-Nov-34	0.00	2.365%	5,541.23	5,541.23	0.00	44,914.76
1-May-35	34,227.69	2.365%	5,541.23	39,768.92	45,310.15	0.00
1-Nov-35	0.00	2.365%	5,136.49	5,136.49	0.00	44,905.41
1-May-36	35,037.18	2.365%	5,136.49	40,173.67	45,310.16	0.00
1-Nov-36	0.00	2.365%	4,722.17	4,722.17	0.00	44,895.84
1-May-37	35,865.81	2.365%	4,722.17	40,587.98	45,310.15	0.00
1-Nov-37	0.00	2.365%	4,298.06	4,298.06	0.00	44,886.04
1-May-38	36,714.04	2.365%	4,298.06	41,012.10	45,310.16	0.00
1-Nov-38	0.00	2.365%	3,863.92	3,863.92	0.00	44,876.02
1-May-39	37,582.32	2.365%	3,863.92	41,446.24	45,310.16	0.00
1-Nov-39	0.00	2.365%	3,419.50	3,419.50	0.00	44,865.74
1-May-40	38,471.14	2.365%	3,419.50	41,890.64	45,310.14	0.00
1-Nov-40	0.00	2.365%	2,964.58	2,964.58	0.00	44,855.22
1-May-41	39,380.99	2.365%	2,964.58	42,345.57	45,310.15	0.00
1-Nov-41	0.00	2.365%	2,498.90	2,498.90	0.00	44,844.47
1-May-42	40,312.35	2.365%	2,498.90	42,811.25	45,310.15	0.00
1-Nov-42	0.00	2.365%	2,022.21	2,022.21	0.00	44,833.46
1-May-43	41,265.73	2.365%	2,022.21	43,287.94	45,310.15	0.00
1-Nov-43	0.00	2.365%	1,534.24	1,534.24	0.00	44,822.18
1-May-44	42,241.67	2.365%	1,534.24	43,775.91	45,310.15	0.00
1-Nov-44	0.00	2.365%	1,034.73	1,034.73	0.00	44,810.64
1-May-45	43,240.68	2.365%	1,034.73	44,275.41	45,310.14	0.00
1-Nov-45	0.00	2.365%	523.41	523.41	0.00	44,798.82
1-May-46	44,263.33	2.365%	523.41	44,786.74	45,310.15	44,786.74
Totals	715,439.00		186,957.01	902,396.01	902,396.01	902,396.01

Net Interest Rate 2.3650%  
 Bond Years 7,905.1606  
 Average Life 11.0494

The above schedule assumes full disbursement of the loan on the loan closing date.  
 25-Jun-26 Wisconsin Department of Administration

### Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov).

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due  
November 1: interest payments due

For more information about your payment schedule, please email [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov). The first available staff will respond to your inquiry.

EXHIBIT C  
FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project  
Completion and Closeout]**

The undersigned officials of the City of Mineral Point (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4513-13 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4513-13 has met the requirements for the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: \_\_\_\_\_  
[Name of Municipal Official or  
Authorized Representative]  
[Title]

Dated as of: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Name of Clerk or Secretary]  
[Title]

Dated as of: \_\_\_\_\_

EXHIBIT D  
OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

**EXHIBIT E**

**UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**Notice:** This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality City of Mineral Point	Project Number 4513-13
---------------------------------------	---------------------------

Project Description Replace Sanitary Sewer – Commerce and South Streets
--

Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	<i>X MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other</i>	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
Hard Rock Sawing & Drilling Specialists Co	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Construction	\$1,196.50		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				

\* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

**EXHIBIT F**  
**PROJECT MANAGER SUMMARY PAGE**

CITY OF MINERAL POINT  
CWFP Project No. 4513-13

1. Project Description: This Project consists of approximately 626 linear feet of 10-inch and 12-inch sanitary sewer and precast concrete manholes along Commerce Street. Additionally, sanitary sewer replacement of 474 linear feet of 8-inch at South Street with PVC sewer main and precast concrete manhole. Watermain replacement is occurring concurrently with the sanitary sewer and is described in SDWLP 5446-12.
2. Ineligible Costs: The following ineligible costs were identified in the review of this Project:

Description	Contractor	Amount	Source
Engineering- Preliminary Design	DELTA 3	\$53,165.00	Internal Funds
Engineering – CM and Administration	DELTA 3	\$46,200.00	Internal Funds
Construction	Rule Construction LTD	\$878,262.50	Internal Funds
Watermain Replacement Costs	All Project related costs	\$665,150.00	SDWLP – 5446-12

3. Miscellaneous Costs: The Municipality is funding \$977,627.50 of ineligible storm sewer and street reconstruction costs with internal funds and SDWLP award 5446-12 is funding \$665,150.00 of ineligible watermain replacement costs.
4. Miscellaneous Costs: As shown in the Project Budget Sheet (Exhibit A), CWFP funding in the amount of \$21,314 is included in the miscellaneous category for:
  - ◆ Lighting - \$11,314
  - ◆ Administrative Expenses - \$10,000
5. Contingency Allowance: The contingency allowance of \$28,409 is five percent of the amount of uncompleted construction work. The Municipality must obtain DNR construction management engineer (CME) approval of change orders prior to requesting reimbursement.
6. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP Application, the annual deposit is estimated at \$70,560.
7. Disadvantaged Business Enterprise (DBE) Good Faith Effort: The Municipality and the prime contractor, Rule Construction LTD, made good faith efforts to meet DBE solicitation requirements during advertising and bidding. The Municipality made a good faith effort by publishing an advertisement for bids in the official newspaper encouraging DBEs to apply. Rule Construction LTD made a good faith effort by contacting DBEs directly. Hard Rock Sawing & Drilling Specialists Co. is a DBE providing concrete cutting work in the amount of \$1,196.50. Contractors are required to solicit for DBEs if they do any subcontracting.

8. Green Project Reserve: No GPR elements were identified during the review of this Project.
9. American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements of section 608 of the Act.



**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

**Tony Evers, Governor**  
**Karen Hyun, Ph.D., Secretary**  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



July 7, 2026

MATTHEW HONER, CITY ADMINISTRATOR  
CITY OF MINERAL POINT  
137 HIGH STREET, SUITE 1  
MINERAL POINT WI 53565

**SUBJECT:** Safe Drinking Water Loan Program, Project No. 5446-12  
Replace Watermains on Commerce and South Streets  
Financial Assistance Agreement - July 22, 2026

Dear Mr. Honer:

Your project manager prepared the following documents for your Safe Drinking Water Loan Program (SDWLP) loan closing:

1. SDWLP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on July 22, 2026, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Mineral Point has three (3) working days upon receipt of wired SDWLP funds to do one or more of the following:

1. Pay the project invoices identified in the SDWLP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Corey Pope, at 608-212-8928 for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other SDWLP documents.

Thank you for your interest in the Safe Drinking Water Loan Program.

Sincerely,

Matthew Marcum, Section Manager  
Environmental Loans Section  
Bureau of Community Financial Assistance

Electronic Copies: Bart Nies, Delta 3 Engineering, Inc., Platteville  
Jacob Lichter, Quarles & Brady  
Tyler Zettl - DNR SC/Fitchburg  
Capital Finance Office - DOA/10

**ATTACHMENT #1**

Safe Drinking Water Loan Program Project No. 5446-12  
City of Mineral Point  
Replace Watermains on Commerce and South Streets  
Financial Assistance Agreement – Closing Schedule

**By July 7, 2026:**

- Quarles & Brady, LLP distributes draft Municipal Obligation Resolution and other bond documents to the City of Mineral Point and DOA for review. Project manager sends FAA to municipality.

**By July 7, 2026:**

- Municipality submits Request for Disbursement (Form 8700-215) with supporting invoices for first loan disbursement.

**On July 14, 2026:**

- Municipality holds properly noticed meeting at which time:
  1. Municipal Obligation Resolution is adopted.
  2. Bond related documents are signed by municipal officials.
  3. DNR FAA is signed by municipal officials using DocuSign.

*NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

**By July 20, 2026:**

- Quarles & Brady, LLP sends original signed and sealed Bond R-1 and emails a copy of the fully executed bond transcript to DOA.

**July 22, 2026:**

- Loan Closing Day. Quarles & Brady, LLP contacts municipality and DOA to confirm that closing may proceed, and DOA wire transfers the first disbursement to municipal bank account.

**ATTACHMENT #2**

Safe Drinking Water Loan Program Project No. 5446-12  
City of Mineral Point  
Replace Watermains on Commerce and South Streets  
Financial Assistance Agreement Summary  
Distribution Sheet

**LOAN INFO**

Total Project Amount: \$2,358,217

Principal Forgiveness Amount: \$99,773

Net SDWLP Loan Amount: \$565,377

Internal Funding: \$977,628

CWLP Loan Funding: \$715,439

Pledge: Water System Revenue

Lien Priority: Senior Parity

Federal Equivalency Project:  Yes  No

Composite Interest Rate: 2.365%

Loan Term: 20 Years

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**DOCUMENT INFO**

Date of Municipal Obligation Resolution – July 14, 2026

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**CLOSING INFO**

Refinancing: None                      Date of Refinancing: N/A

Estimated First Disbursement: \$298,580.25

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**MUNICIPAL INFO**

Municipal ID: 25251

Substantial Completion Date: September 4, 2026

Plans and Specifications: W-2025-0608, approved August 1, 2025

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**DISTRIBUTION**

**Department of Natural Resources**

Corey Pope  
Bureau of Community Financial Assistance  
101 South Webster Street, 2nd Floor  
PO Box 7921  
Madison WI 53707-7921  
68-212-8928  
corey.pope@wisconsin.gov

**Department of Administration**

Jessica Fandrich  
State of Wisconsin DOA Capital Finance Office  
101 East Wilson Street, 10th Floor  
PO Box 7864  
Madison WI 53707-7864  
608-267-2734  
jessica.fandrich1@wisconsin.gov

**Municipality**

Matthew Honer

**Engineering Firm**

Bart Nies

City of Mineral Point  
137 High Street, Suite 1  
Mineral Point WI 53565  
608-987-2361  
administrator@cityofmineralpointwi.gov

Delta 3 Engineering, Inc.  
875 South Chestnut Street  
Platteville WI 53818  
608-348-5355  
NiesB@delta3eng.biz

**Municipal Bond Counsel**

Jacob Lichter  
Quarles & Brady  
411 East Wisconsin Avenue, Suite 2400  
Milwaukee WI 53202-4426  
414-277-5430  
Jacob.lichter@quarles.com

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street  
PO Box 7921 Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Safe Drinking Water Loan Program  
Form 8700-214 rev 7/25

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF MINERAL POINT

---

\$665,150 With up to \$99,773 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

---

Dated as of July 22, 2026

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This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. 25251  
Safe Drinking Water Loan Program Project No. 5446-12

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 22, 2026, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Mineral Point, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 24, 2025, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Mineral Point, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means the Municipality's \$630,000 Water System Revenue Bonds, Series 2013B, dated June 26, 2013; its \$594,297 Water System Revenue Bonds, Series 2015, dated December 23, 2015; its \$827,631 Water System Revenue Bonds, Series 2020, dated April 22, 2020; its \$2,757,773 Water System Revenue Bonds, Series 2023, dated September 27, 2023; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. W-2025-0608, approved by DNR on August 1, 2025, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$99,773. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 15%.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 5446-12 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Municipality's Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

## ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or

regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2026 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$565,377 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or

instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP, or the CWFP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Plans and Specifications described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is September 4, 2026.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting DNR, DOA may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$665,150 with Principal Forgiveness of \$99,773 for payment of Project Costs.

### ARTICLE III LOAN PROVISIONS

#### Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$565,377. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of two and 365/1000ths percent (2.365%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or an excess of \$50,000, whichever is less; second in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$99,773; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp>. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

**Section 3.02. Type of Municipal Obligation and Security** The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 125 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

**Section 3.03. Municipal Obligations Amortization** Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on July 22, 2026. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

**Section 3.04. Sale and Redemption of Municipal Obligations**

(a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

**Section 3.05. Disbursement of Financial Assistance**

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

### Section 3.06. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (3) In the case of a joint utility system, the SDWLP may bill the users of the Water system directly.
- (4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.
- (5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.
- (6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

- (a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and
- (b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery

by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

#### ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

(b) During construction of the Project, if the Municipality replaces a Lead Service Line in the Water System that results in creation of a partial Lead Service Line due to the private portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel, the SDWLP shall not provide funding for the public Lead Service Line replacement until the private side of the Service Line has also been replaced.

(c) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety all at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;
- (4) certify compliance with Section 4.02 of this FAA; and
- (5) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project.
- (6) document and deliver to DNR the following information regarding any Lead Service Lines that were encountered and replaced during the project:
  1. property address,
  2. property type (residential, school, daycare, commercial, other),
  3. original Service Line material,
  4. new Service Line material; and
  5. Service Line ownership (public, private, both).

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any

reimbursement therefor from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

## ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish

to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Water System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in

conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

- (1) Age Discrimination Act, Pub. L. 94-135
- (2) Equal Employment Opportunity, Executive Order 11246
- (3) Section 13 of the Clean Water Act, Pub. L. 92-500
- (4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250
- (5) Title VI of the Civil Rights Act, Pub. L 88-352
- (6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

- (a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.
- (b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in Public Law 115-141 for products used in the Project that are made primarily of iron and/or steel.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. If the Municipality is required to submit a Federal Single Audit, without any request the Municipality shall furnish to DOA, at [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov) as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any state revolving fund findings and/or resolution of prior year findings.

## ARTICLE VI MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when electronically delivered, hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
SAFE DRINKING WATER LOAN PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005

OR  
PO BOX 7921  
MADISON WI 53707-7921

(c) US BANK CORP TRUST  
DIANE PUTZEL EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292

(d) CITY OF MINERAL POINT  
137 HIGH STREET, STE 1  
MINERAL POINT WI 53565

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of

the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF MINERAL POINT

By: \_\_\_\_\_  
Danny Clark  
Mayor

Attest: \_\_\_\_\_  
Christy Skelding  
Clerk/Treasurer

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A  
PROJECT BUDGET SHEET

CITY OF MINERAL POINT  
SDWLP Project No. 5446-12

	Total Project Costs	Ineligible Costs Paid by Internal Funds	Ineligible Costs Paid by CWLP 4513-13	SDWLP Total Award Amount for this Project
Force Account	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00
Preliminary Engineering	120,500.00	53,165.00	34,800.00	32,535.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	135,000.00	46,200.00	45,450.00	43,350.00
Construction/Equipment	1,970,857.50	878,262.50	568,166.00	524,429.00
Contingency	54,631.00	0.00	28,409.00	26,222.00
Miscellaneous Costs	42,628.00	0.00	21,314.00	21,314.00
SDWLP Closing Costs	34,600.00	0.00	17,300.00	17,300.00
<b>TOTAL</b>	<b>\$2,358,216.50</b>	<b>\$977,627.50</b>	<b>\$715,439.00</b>	<b>\$665,150.00</b>
<b>Principal Forgiveness Amount (A)</b>				<b>\$99,773.00</b>
<b>Net SDWLP Loan Amount</b>				<b>\$565,377.00</b>

A = Principal Forgiveness is calculated and awarded up to 15% of the total SDWLP Principal Forgiveness Eligible Costs for this Project.

**Mineral Point, City, Wisconsin**

**Exhibit B**

Project 4513-13 Clean Water Fund Program

Loan Closing Date:

**July 22, 2026**

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-26	0.00	2.365%	4,653.04	4,653.04	0.00	4,653.04
1-May-27	28,390.02	2.365%	8,460.07	36,850.09	41,503.13	0.00
1-Nov-27	0.00	2.365%	8,124.35	8,124.35	0.00	44,974.44
1-May-28	29,061.45	2.365%	8,124.35	37,185.80	45,310.15	0.00
1-Nov-28	0.00	2.365%	7,780.70	7,780.70	0.00	44,966.50
1-May-29	29,748.75	2.365%	7,780.70	37,529.45	45,310.15	0.00
1-Nov-29	0.00	2.365%	7,428.92	7,428.92	0.00	44,958.37
1-May-30	30,452.31	2.365%	7,428.92	37,881.23	45,310.15	0.00
1-Nov-30	0.00	2.365%	7,068.83	7,068.83	0.00	44,950.06
1-May-31	31,172.50	2.365%	7,068.83	38,241.33	45,310.16	0.00
1-Nov-31	0.00	2.365%	6,700.21	6,700.21	0.00	44,941.54
1-May-32	31,909.73	2.365%	6,700.21	38,609.94	45,310.15	0.00
1-Nov-32	0.00	2.365%	6,322.88	6,322.88	0.00	44,932.82
1-May-33	32,664.40	2.365%	6,322.88	38,987.28	45,310.16	0.00
1-Nov-33	0.00	2.365%	5,936.62	5,936.62	0.00	44,923.90
1-May-34	33,436.91	2.365%	5,936.62	39,373.53	45,310.15	0.00
1-Nov-34	0.00	2.365%	5,541.23	5,541.23	0.00	44,914.76
1-May-35	34,227.69	2.365%	5,541.23	39,768.92	45,310.15	0.00
1-Nov-35	0.00	2.365%	5,136.49	5,136.49	0.00	44,905.41
1-May-36	35,037.18	2.365%	5,136.49	40,173.67	45,310.16	0.00
1-Nov-36	0.00	2.365%	4,722.17	4,722.17	0.00	44,895.84
1-May-37	35,865.81	2.365%	4,722.17	40,587.98	45,310.15	0.00
1-Nov-37	0.00	2.365%	4,298.06	4,298.06	0.00	44,886.04
1-May-38	36,714.04	2.365%	4,298.06	41,012.10	45,310.16	0.00
1-Nov-38	0.00	2.365%	3,863.92	3,863.92	0.00	44,876.02
1-May-39	37,582.32	2.365%	3,863.92	41,446.24	45,310.16	0.00
1-Nov-39	0.00	2.365%	3,419.50	3,419.50	0.00	44,865.74
1-May-40	38,471.14	2.365%	3,419.50	41,890.64	45,310.14	0.00
1-Nov-40	0.00	2.365%	2,964.58	2,964.58	0.00	44,855.22
1-May-41	39,380.99	2.365%	2,964.58	42,345.57	45,310.15	0.00
1-Nov-41	0.00	2.365%	2,498.90	2,498.90	0.00	44,844.47
1-May-42	40,312.35	2.365%	2,498.90	42,811.25	45,310.15	0.00
1-Nov-42	0.00	2.365%	2,022.21	2,022.21	0.00	44,833.46
1-May-43	41,265.73	2.365%	2,022.21	43,287.94	45,310.15	0.00
1-Nov-43	0.00	2.365%	1,534.24	1,534.24	0.00	44,822.18
1-May-44	42,241.67	2.365%	1,534.24	43,775.91	45,310.15	0.00
1-Nov-44	0.00	2.365%	1,034.73	1,034.73	0.00	44,810.64
1-May-45	43,240.68	2.365%	1,034.73	44,275.41	45,310.14	0.00
1-Nov-45	0.00	2.365%	523.41	523.41	0.00	44,798.82
1-May-46	44,263.33	2.365%	523.41	44,786.74	45,310.15	44,786.74
Totals	715,439.00		186,957.01	902,396.01	902,396.01	902,396.01
			Net Interest Rate	2.3650%		
			Bond Years	7,905.1606		
			Average Life	11.0494		

The above schedule assumes full disbursement of the loan on the loan closing date.  
 23-Jun-26 Wisconsin Department of Administration

### Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov).

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due  
November 1: interest payments due

For more information about your payment schedule, please email [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov). The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project Completion and Closeout]**

The undersigned officials of the City of Mineral Point (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5446-12 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5446-12 has met the requirements for the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: \_\_\_\_\_  
[Name of Municipal Official or  
Authorized Representative]  
[Title]

Dated as of: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Name of Clerk or Secretary]  
[Title]

Dated as of: \_\_\_\_\_

EXHIBIT D  
OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

**Notice:** This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality City of Mineral Point	Project Number 5446-12
Project Description Replace Watermains on Commerce and South Streets	

Are any DBEs expected to be utilized on the project? If yes, list below. Yes  No

Enter at Project Closeout

DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	<i>X MBE</i> <input type="checkbox"/> WBE <input type="checkbox"/> Other	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
Hard Rock Sawing & Drilling Specialists Co	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Construction	1,196.50		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				

\* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF MINERAL POINT  
SDWLP Project No. 5446-12

1. Project Description: This Project consists of watermain replacement with approximately 800 feet of 10-inch diameter C900 DR 18 PVC pipe on South Commerce Street. The replacement of sanitary sewer line will occur concurrently as part of CWLP 4513-13.

All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacements. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacements of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit H.

2. Ineligible Costs: The following ineligible costs were identified in the review of this Project:

Description	Contractor	Amount	Source
Engineering – Preliminary Design	DELTA 3	\$53,165.00	Internal Funds
Engineering – CM and Administration	DELTA 3	\$46,200.00	Internal Funds
Construction	Rule Construction LTD	\$878,262.50	Internal Funds
Sanitary Sewer Costs	All Project related costs	\$715,439.00	CWFP 4513-13

3. Other Funding Sources: The Municipality is funding \$977,627.50 of ineligible storm sewer and street reconstruction costs with internal funds and CWFP award 4513-13 is funding \$715,439.00 of ineligible sanitary sewer work.

4. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$21,314 is included in the miscellaneous category for:

- ◆ Lighting - \$11,314
- ◆ Administrative Expenses - \$10,000

5. Contingency Allowance: The Contingency allowance of \$26,222 is five percent of the amount of uncompleted construction work. The Municipality must obtain DNR construction management engineer (CME) approval of change orders prior to requesting reimbursement.

6. Disadvantaged Business Enterprise (DBE) Good Faith Effort: The Municipality and the prime contractor, Rule Construction LTD, made good faith efforts to meet DBE solicitation requirements

during advertising and bidding. The Municipality made a good faith effort by publishing an advertisement for bids in the official newspaper encouraging DBEs to apply. Rule Construction LTD made a good faith effort by contacting DBEs directly. Hard Rock Sawing & Drilling Socialists is a DBE providing concrete cutting work in the amount of \$1,196.50. Contractors are required to solicit for DBEs if they do any subcontracting.

- 7. Green Project Reserve: Replacement of deficient 6" watermain with 10" along with replacement of fire hydrants and valves to improve system flows and reliability, estimated 5% reduction in water loss

Green Infrastructure	\$0
Water Efficiency	\$265,000
Energy Efficiency	\$0
Environmentally Innovative	\$0
TOTAL Green Project Reserve Funding	\$0

- 8. American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements mandated under EPA's Drinking Water State Revolving Fund program.
- 9. Environmental Review: Based on the information submitted to The Safe Drinking Water Loan Program (SDWLP) regarding activities associated with the replacement of watermains on Commerce and South Streets throughout the City of Mineral Point SDW 5446-12, the SDWLP has determined that the Project will result in a categorical exclusion, under §6.204 (a)(1) with requirements and recommendations. Construction for this Project may begin. A construction site storm water permit is required if the project has one or more acres of total land disturbance. This project has cleared Archeological/Historical locations review provided that the grant sponsored activities do not impact the visual environment of National Register of Historic Places district. Construction activities must repair disturbed features to pre-construction conditions.
- 10. Principal Forgiveness: The Municipality is eligible to receive general Principal Forgiveness for this Project in an amount of up to 15% of the total Loan amount, as indicated on the State Fiscal Year 2026 SDWLP Funding List. The SDWLP awards \$99,773 in general Principal Forgiveness for the Project through this FAA. The SDWLP will process all disbursements at a rate of 15% Principal Forgiveness up to the maximum of \$99,773.

EXHIBIT G  
RESERVED

EXHIBIT H

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

**Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR).**

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
  - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
  - Provide information about the health effects of lead.
  - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.

RESOLUTION NO. 2026 - 10

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$715,439 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2026,  
AND PROVIDING FOR OTHER DETAILS AND  
COVENANTS WITH RESPECT THERETO, AND APPROVAL OF  
RELATED FINANCIAL ASSISTANCE AGREEMENT

WHEREAS, the City of Mineral Point, Iowa County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on February 9, 2021 (the "2021 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, dated February 23, 2021 (the "2021 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4513-13 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2025-0587 and dated September 19, 2025 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the 2021 Resolution permits the issuance of additional bonds on a parity with the 2021 Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the 2021 Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the \$715,439 Sewerage System Revenue Bonds, Series 2026, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality appropriated by the Governing Body to the System pursuant to Section 9, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Mineral Point, Iowa County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(q) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(r) "2021 Bonds" means the Municipality's Sewerage System Revenue Bonds, dated February 23, 2021; and

(s) "2021 Resolution" means a resolution adopted by the Governing Body on February 9, 2021 authorizing the issuance of the 2021 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$715,439; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2026" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.365% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2026 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the 2021 Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2021 Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the 2021 Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a resolution adopted by the Governing Body on September 3, 2002 are hereby continued and shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the 2021 Bonds, the Bonds and Parity Bonds as

the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.

- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the 2021 Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created or continued in this section or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the 2021 Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the 2021 Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in

any event to pay the interest on the 2021 Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the 2021 Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created or continued (except the Sewerage System CFWP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the 2021 Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the 2021 Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$715,439 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CFWP Project Fund." The Sewerage System CFWP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CFWP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the 2021 Resolution), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2021 Resolution, the 2021 Resolution shall control as long as any 2021 Bonds are outstanding.

Passed: July 14, 2026

Approved: July 14, 2026

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Danny J. Clark  
Mayor

Attest:

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Christy Skelding  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
IOWA COUNTY  
CITY OF MINERAL POINT

REGISTERED  
\$ \_\_\_\_\_

SEWERAGE SYSTEM REVENUE BOND, SERIES 2026

Final  
Maturity Date

May 1, 2046

Date of  
Original Issue

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Mineral Point, Iowa County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.365% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 365/1000ths percent (2.365%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted July 14, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$715,439 Sewerage System Revenue Bonds, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, dated February 23, 2021, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MINERAL POINT,  
WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Danny J. Clark  
Mayor

By: \_\_\_\_\_  
Christy Skelding  
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

---

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

---

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

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SCHEDULE A

\$715,439

CITY OF MINERAL POINT, WISCONSIN  
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2026

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2027	\$28,390.02
May 1, 2028	29,061.45
May 1, 2029	29,748.75
May 1, 2030	30,452.31
May 1, 2031	31,172.50
May 1, 2032	31,909.73
May 1, 2033	32,664.40
May 1, 2034	33,436.91
May 1, 2035	34,227.69
May 1, 2036	35,037.18
May 1, 2037	35,865.81
May 1, 2038	36,714.04
May 1, 2039	37,582.32
May 1, 2040	38,471.14
May 1, 2041	39,380.99
May 1, 2042	40,312.35
May 1, 2043	41,265.73
May 1, 2044	42,241.67
May 1, 2045	43,240.68
May 1, 2046	44,263.33

RESOLUTION NO. 2026 - 11

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$565,377 WATER SYSTEM REVENUE BONDS, SERIES 2026,  
AND PROVIDING FOR OTHER DETAILS AND  
COVENANTS WITH RESPECT THERETO, AND APPROVAL OF  
RELATED FINANCIAL ASSISTANCE AGREEMENT

WHEREAS, the City of Mineral Point, Iowa County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on June 4, 2013 (the "2013B Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2013B, dated June 26, 2013 (the "2013B Bonds"), which 2013B Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on December 14, 2015 (the "2015 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2015, dated December 23, 2015 (the "2015 Bonds"), which 2015 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on April 14, 2020 (the "2020 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2020, dated April 22, 2020 (the "2020 Bonds"), which 2020 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on September 12, 2023 (the "2023 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2023, dated September 27, 2023 (the "2023 Bonds"), which 2023 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2013B Bonds, the 2015 Bonds, the 2020 Bonds and the 2023 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2013B Resolution, the 2015 Resolution, the 2020 Resolution and the 2023 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 5446-12 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2025-0608 and dated August 1, 2025 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending,

adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$565,377 Water System Revenue Bonds, Series 2026, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Water System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality appropriated by the Governing Body to the System pursuant to Section 9, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Mineral Point, Iowa County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2013B Bonds, the 2015 Bonds, the 2020 Bonds and the 2023 Bonds, collectively;

(p) "Prior Resolutions" means the 2013B Resolution, the 2015 Resolution, the 2020 Resolution and the 2023 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage transmission, metering, distribution and discharge of industrial and potable public water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2013B Bonds" means the Municipality's Water System Revenue Bonds, Series 2013B, dated June 26, 2013;

(u) "2013B Resolution" means a resolution adopted by the Governing Body on June 4, 2013 authorizing the issuance of the 2013B Bonds;

(v) "2015 Bonds" means the Municipality's Water System Revenue Bonds, Series 2015, dated December 23, 2015;

(w) "2015 Resolution" means a resolution adopted by the Governing Body on December 14, 2015 authorizing the issuance of the 2015 Bonds;

(x) "2020 Bonds" means the Municipality's Water System Revenue Bonds, Series 2020, dated April 22, 2020;

(y) "2020 Resolution" means a resolution adopted by the Governing Body on April 14, 2020 authorizing the issuance of the 2020 Bonds;

(z) "2023 Bonds" means the Municipality's Water System Revenue Bonds, Series 2023, dated September 27, 2023; and

(aa) "2023 Resolution" means a resolution adopted by the Governing Body on September 12, 2023 authorizing the issuance of the 2023 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$565,377; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2026" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.365% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2026 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a resolution adopted August 6, 2002 are hereby continued and shall be used solely for the following respective purposes:

- (a) Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (b) Water System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account created by the 2013B Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the Bonds, the 2015 Bonds, the 2020 Bonds or the 2023 Bonds and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Bonds, the 2015 Bonds, the 2020 Bonds or the 2023 Bonds.
- (c) Water System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (d) Water System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund, including the Reserve Account,

and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wis. Stats. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts provided in this section.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by the 2013B Resolution or future resolutions authorizing the issuance of Parity Bonds to fund the Reserve Account;
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining after the monthly transfers required above have been completed.

Transfers to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures and to meet the Reserve Requirement established in connection with the 2013B Bonds or any Parity Bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created or continued (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

- (a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However,

such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$565,377 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of

paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the

Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: July 14, 2026

Approved: July 14, 2026

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Danny J. Clark  
Mayor

Attest:

---

Christy Skelding  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
IOWA COUNTY  
CITY OF MINERAL POINT

REGISTERED  
\$ \_\_\_\_\_

WATER SYSTEM REVENUE BOND, SERIES 2026

Final  
Maturity Date

May 1, 2046

Date of  
Original Issue

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Mineral Point, Iowa County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.365% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 365/1000ths percent (2.365%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted July 14, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$565,377 Water System Revenue Bonds, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2013B, dated June 26, 2013, Water System Revenue Bonds, Series 2015, dated December 23, 2015, Water System Revenue Bonds, Series 2020, dated April 22, 2020 and Water System Revenue Bonds, Series 2023, dated September 27, 2023, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MINERAL POINT,  
WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Danny J. Clark  
Mayor

By: \_\_\_\_\_  
Christy Skelding  
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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---

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

---

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

---

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

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SCHEDULE A

\$565,377

CITY OF MINERAL POINT, WISCONSIN  
WATER SYSTEM REVENUE BONDS, SERIES 2026

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2027	\$22,435.27
May 1, 2028	22,965.86
May 1, 2029	23,509.00
May 1, 2030	24,064.99
May 1, 2031	24,634.13
May 1, 2032	25,216.73
May 1, 2033	25,813.10
May 1, 2034	26,423.58
May 1, 2035	27,048.50
May 1, 2036	27,688.20
May 1, 2037	28,343.02
May 1, 2038	29,013.33
May 1, 2039	29,699.50
May 1, 2040	30,401.89
May 1, 2041	31,120.90
May 1, 2042	31,856.91
May 1, 2043	32,610.32
May 1, 2044	33,381.56
May 1, 2045	34,171.03
May 1, 2046	34,979.18

**RESOLUTION NO. 2026 - 07**

**RESOLUTION RECOGNIZING THE CRITICAL IMPORTANCE OF ACCESSIBLE, AFFORDABLE, AND QUALITY  
CHILDCARE SERVICES TO THE MINERAL POINT COMMUNITY AND ECONOMY**

**WHEREAS**, the City Council of the City of Mineral Point committed to prioritizing catalytic investments as part of its 2026 – 2030 Strategic Plan, and

**WHEREAS**, the availability of childcare services is a vital driver of the local economy, enabling businesses in the City of Mineral Point to recruit and retain a robust, productive, and diverse workforce; and

**WHEREAS**, investments in early childhood infrastructure yield high long-term returns for communities by reducing future social service costs, improving educational outcomes, and fostering a vibrant community; and

**WHEREAS**, the City Council of the City of Mineral Point is committed to supporting the well-being, equity, and quality of life of all its residents, and recognizes that municipal government plays a vital role in collaborating with community partners to address systemic local needs;

**WHEREAS**, high-quality, safe, and affordable childcare is essential for the healthy development of children, providing them with critical early learning opportunities that lay the foundation for lifelong success; and

**WHEREAS**, access to reliable childcare directly impacts the economic stability of families by allowing parents and caregivers to enter, remain, and thrive in the workforce or pursue higher education and job training; and

**WHEREAS**, residents of the City of Mineral Point currently face significant challenges in securing childcare due to rising costs, long waiting lists, and a shortage of available childcare providers, commonly referred to as "childcare deserts"; and

**WHEREAS**, the cost of providing high quality childcare results in tuition fees unaffordable to young families; and

**WHEREAS**, a public-private partnership between the city and a childcare provider will assist in the development of high quality, *affordable* childcare by decreasing the debt service requirements of a childcare provider;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINERAL POINT THAT:**

**SECTION 1.** The City Council officially recognizes accessible, affordable, and high-quality childcare services as a vital public priority and an essential component of the City's economic and social infrastructure.

**SECTION 2.** The City hereby commits to support the development of a childcare facility that is accessible and affordable to all members of the public by accepting the donation of a building, committing that building to the public use of childcare, and providing that building to a childcare operator for \$1.00 per year rent for three years. Following three years, the city commits to transferring ownership of the building to the childcare operator, pending a review of successful building and site renovations and successful childcare operation.

**SECTION 2.** The City hereby further commits to support the development of a childcare facility that is accessible and affordable to all members of the public by reviewing local zoning ordinances to remove barriers for development, assisting the provider with grant applications for the renovation of the building, and considering a partially or fully forgivable loan from the City's revolving loan fund.

Adopted this 14<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Danny Clark, Mayor

I hereby certify that the foregoing resolution was duly adopted by the City of Mineral Point Common Council at a legal meeting on this 14 day of April, 2026.

ATTEST: \_\_\_\_\_  
Christy Skelding, City Clerk/Treasurer

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

Upon roll call vote, the following voted Aye: \_\_\_\_\_

\_\_\_\_\_  
The following voted No: \_\_\_\_\_

The Mayor declared the resolution adopted.

**RESOLUTION NO. 2026 – 08**

**RESOLUTION TO ACCEPT THE GIFT OF PROPERTY LOCATED AT 537 RIDGE ST. MINERAL POINT, IOWA COUNTY, WISCONSIN.**

WHEREAS, HRZ, LLP (“Grantor”) has offered to donate 537 Ridge St. to the City of Mineral Point, Wisconsin under the terms and conditions described in the Donation of Property Letter, a copy of which is attached hereto as “Attachment A;” and

WHEREAS, the City of Mineral Point, Wisconsin has agreed to accept the gift under the terms and conditions set forth in said agreement;

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

1. The donation of the real property, including buildings and improvements thereon located at the location commonly known as 537 Ridge St. from HRZ, LLP shall be and hereby is accepted.
2. All other terms and conditions of the Agreement attached hereto are hereby approved.

Adopted and approved this 14 day of July 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_  
\_\_\_\_\_ that the foregoing resolution be adopted. Upon roll call, the  
following voted Aye: \_\_\_\_\_

\_\_\_\_\_  
The following voted No: \_\_\_\_\_.

The Mayor declared that since the resolution had been adopted by a majority vote of the members present that he hereby declared the resolution adopted.



Legal

PHONE 608-781-8988

FAX 608-793-6120

1626 Oak St., P.O. Box 2107  
La Crosse, WI 54602

[www.kwiktrip.com](http://www.kwiktrip.com)

VIA E-MAIL

June 24, 2026

City of Mineral Point  
Attn: Matthew Honer  
137 High Street Suite 1  
Mineral Point, WI 53565

Re: Donation of Property  
537 Ridge Street, Mineral Point, WI

Dear Mr. Honer,

HRZ LLP, a Wisconsin limited liability partnership, or its assigns (“HRZ”), wishes to donate certain real property, including all buildings and improvements thereon, commonly known as 537 Ridge Street, Mineral Point, Wisconsin (Parcel Nos. 251-0771.A & 251-0771.C), which is legally described and depicted on the attached Exhibit A (“Property”); and the City of Mineral Point, a Wisconsin municipal corporation (the “City”), has agreed to accept such donation of the Property.

Such conveyance shall occur subject to the following terms and conditions:

1. The City shall obtain all necessary formal approvals to accept the donation of the Property and shall promptly provide copies of such approvals to HRZ for its review and approval.
2. The Property shall be conveyed to the City by Quit Claim Deed.
3. The City acknowledges that HRZ intends to treat the donation of the Property as a charitable donation for federal tax purposes, and the City agrees to sign such documentation confirming the value of the Property as may be reasonably requested by HRZ (including, without limitation, signing the property receipt acknowledgement on IRS Form 8283) confirming the value of the donation, which obligation shall survive the conveyance of the Property to the City.

4. For the purposes of this agreement, the donation shall be valued by HRZ in a total amount equal to (i) the appraised value of the Property as established by HRZ based on an appraisal obtained by HRZ, plus (ii) the amount of any out-of-pocket costs incurred by HRZ in connection with the donation.
5. HRZ agrees to convey the Property to the City no later than September 14, 2026 (“Conveyance”), or at such other time as mutually agreed upon.
6. Each party acknowledges and agrees that the Property will be conveyed in its “AS IS, WHERE IS” condition, with all faults. Notwithstanding the foregoing, the City shall have the right of access, at the City’s sole expense, for the purpose of conducting any inspections (general building, structural, mechanical, electrical, plumbing, roof, and pest inspections) (“Inspections”) of the Property it deems necessary. The City agrees to indemnify, hold harmless, and defend HRZ from any and all claims of third parties relating to damage or personal injury caused by the City’s right of access and to pay for the cost of any loss or damage to the Property or to HRZ resulting therefrom. The City shall restore the Property to its prior condition upon completion of such Inspections.
7. IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, HRZ HAS MADE NO, IS NOT MAKING ANY, AND DISCLAIMS ANY AND ALL, WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES RELATED TO SUITABILITY FOR HABITATION OR INTENDED USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE SUBJECT PROPERTY, MATTERS OF TITLE, USE OR INCOME POTENTIAL, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, EXPENSES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, COMPLIANCE WITH GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SUBJECT PROPERTY. THE CITY HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF HRZ NOT MADE BY THIS AGREEMENT. THE CITY REPRESENTS THAT IT IS KNOWLEDGEABLE OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF THE CITY’S CONSULTANTS AND THAT THE CITY WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY OR APPROPRIATE. WITH THE EXCEPTION OF THE REPRESENTATIONS AND WARRANTIES MADE BY HRZ IN THIS AGREEMENT, THE CITY SHALL RELY UPON THE CITY’S INSPECTIONS AND, UPON CLOSING, EXCEPT AS TO THOSE MATTERS EXPRESSLY REPRESENTED AND WARRANTED BY HRZ IN THIS AGREEMENT, SHALL ASSUME THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY THE CITY’S INSPECTIONS AND INVESTIGATIONS. THE CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING HRZ SHALL DONATE AND CONVEY TO THE CITY AND THE CITY SHALL, EXCEPT AS TO THOSE MATTERS EXPRESSLY REPRESENTED AND WARRANTED

BY HRZ IN THIS AGREEMENT, ACCEPT THE SUBJECT PROPERTY “AS IS, WHERE IS,” WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE SUBJECT PROPERTY BY OWNER, OWNER’S AGENTS OR REPRESENTATIVES OR ANY THIRD PARTY, EXCEPT FOR THOSE MATTERS EXPRESSLY REPRESENTED AND WARRANTED BY HRZ IN THIS AGREEMENT. THE CITY ACKNOWLEDGES THAT ANY CONDITION OF THE SUBJECT PROPERTY THAT THE CITY DISCOVERS OR DESIRES TO REPAIR, CORRECT OR IMPROVE SHALL BE AT THE CITY’S SOLE EXPENSE. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

8. The City acknowledges that HRZ shall sign and record a Declaration of Use and Operating Restrictions Agreement in form and substance identical to the attached Exhibit B covering the Property on or prior to the date of the Conveyance.
9. The City agrees that it will not sell or otherwise dispose of the Property within three (3) years from the date of Conveyance. In the event the City sells or otherwise disposes of the Property within three (3) years from the date of Conveyance, the City shall file Form 8282 with the Department of the Treasury Internal Revenue Service and provide a copy, within fifteen (15) days after filing, to HRZ. In that scenario, the City shall be obligated to reimburse HRZ for any taxes or penalties imposed on HRZ by the IRS or the State of Wisconsin Department of Revenue.
10. HRZ shall be responsible for and shall pay the real estate taxes assessed against the Property for the tax year in which the Conveyance occurs.
11. HRZ shall be responsible for and shall pay the costs associated with preparation of the Quit Claim Deed, the recording expense for the Quit Claim Deed, and the Declaration of Use and Operating Restrictions, and any and all state transfer fees and/or deed taxes imposed with respect to the transfer of the Property to the City.
12. All notices or other communications hereunder shall be in writing and shall be considered delivered in all respects when it has been delivered by hand or mailed via reputable overnight delivery service with proof of delivery or to HRZ or City at their respective address first above written, or electronically via e-mail to HRZ and City as follows:

If to HRZ:	HRZ LLP Attn: Legal Department 1626 Oak Street La Crosse, WI 54603 Email: <a href="mailto:mcrivello@kwiktrip.com">mcrivello@kwiktrip.com</a>
<i>With a copy to:</i>	Email: <a href="mailto:dreinhart@kwiktrip.com">dreinhart@kwiktrip.com</a>
If to the City:	City of Mineral Point Attn: Matthew Honer 137 Hight Street, Suite 1

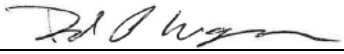
Mineral Point, WI 53565  
[administrator@cityofmineralpointwi.gov](mailto:administrator@cityofmineralpointwi.gov)

*With a copy to:*

Boardman Clark  
Attn: Eric Hagen  
138 Lincoln Avenue  
PO Box 87  
Fennimore, WI 53809  
[ehagen@boardmanclark.com](mailto:ehagen@boardmanclark.com)

I would appreciate it if you would obtain the City's signature below confirming the City's agreement to the contents of this letter and return a fully executed copy of the is letter to me via email at [dreinhart@kwiktrip.com](mailto:dreinhart@kwiktrip.com). Thank you.

HRZ LLP

By:   
\_\_\_\_\_  
David P. Wagner, its Manager

Accepted as of this day \_\_\_\_\_ of \_\_\_\_\_, 2026, and HRZ LLP acknowledges that upon such acceptance this shall constitute an agreement for the donation of the Property on the foregoing terms and conditions.

CITY OF MINERAL POINT

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

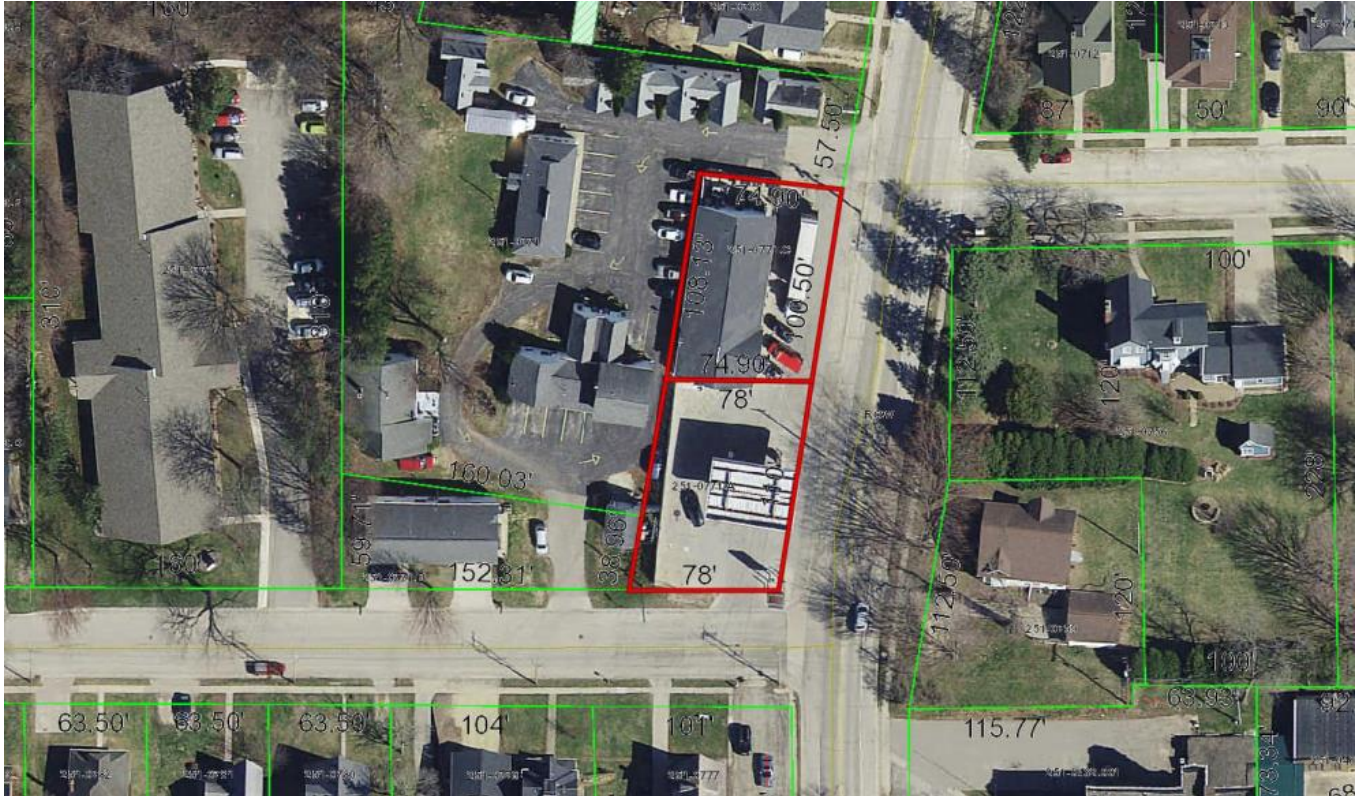
Its: \_\_\_\_\_



**EXHIBIT A**  
Legal Description of Property

[Legal description to be finalized upon receipt of HRZ's receipt of the letter report]

Depiction:



**EXHIBIT B**  
**DECLARATION OF USE AND OPERATING RESTRICTIONS**

THIS DECLARATION OF USE AND OPERATING RESTRICTION (this “Declaration”) is made and entered into by HRZ LLP, a Wisconsin limited liability partnership (“Declarant”) effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property situated in the City of Mineral Point, County of Iowa, State of Wisconsin, which is more fully described on Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Declarant desires to subject and place upon the Property certain restrictions set forth herein for the benefit of Declarant.

NOW, THEREFORE, Declarant hereby declares that the Property shall be subject to the following restrictions, and which shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of Declarant and its heirs, successors, and assigns.

1. The Property shall be restricted from being used for:
  - a. dispensing of petroleum, ethanol, biofuels, compressed natural gas or other motor fuels or alternative transportation energy sources (including but not limited to electric vehicle charging stations); and
  - b. the sale of tobacco products, nicotine products (whether natural or synthetic), vapor products, cannabinoid products, off-sale alcohol products (sale of alcoholic beverages for consumption off the premises), soda, dairy, coffee, bakery products or other food products typically sold in grocery or convenience stores; and
  - c. the operation of a convenience store/fueling station, car wash, coffee shop, fast food restaurant, or adult entertainment establishment.
2. The restrictions imposed in this Declaration shall continue for forty (40) years from the date hereof and shall run with the Property. The Declarant shall have the right to extend those restrictions for additional periods as provided under Wisconsin law.
3. This Declaration may be amended by, and only by, the Declarant as the benefitted party. The Declarant shall have the right and privilege to enforce the restrictions of this Declaration.

[Signature Page Follows]





EXHIBIT A  
(To the Declaration of Restrictive Covenant)  
PROPERTY

[Legal description to be finalized upon receipt of HRZ's receipt of the letter report]



**RESOLUTION NO. 2026 - 09**

**RESOLUTION RELATING TO THE CITY OF MINERAL POINT PARTICIPATION IN THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION'S COMMUNITY DEVELOPMENT INVESTMENT GRANT PROGRAM**

WHEREAS, State of Wisconsin monies are available under the Community Development Investment Grant Program administered by the Wisconsin Economic Development Corporation; and

WHEREAS, after a public meeting and due consideration, the Mineral Point City Council has recommended that an application be submitted to the Wisconsin Economic Development Corporation for the following projects:

**The development of a commercial childcare facility at 537 Ridge St., Pittz Premier Properties as the developer.**

WHEREAS, the City of Mineral Point Common Council must approve the preparation and filing of applications for the City of Mineral Point to receive funds from this program; and

WHEREAS, the City of Mineral Point Common Council has reviewed the project and the benefits to be gained therefrom;

NOW, THEREFORE, BE IT RESOLVED, The City of Mineral Point Common Council does approve and authorize the preparation and filing of applications for the above-name projects and that City Administrator Matthew Honer is hereby authorized to sign all necessary documents on behalf of the City of Mineral Point; and that authority is hereby granted to the City Administrator and City Clerk-Treasurer to take the necessary steps to prepare and file the appropriate applications for funds under this program in accordance with this resolution.

Adopted this 8<sup>th</sup> day of April 2025.

\_\_\_\_\_  
Danny Clark, Mayor

ATTEST: \_\_\_\_\_  
Christy Skelding, City Clerk/Treasurer

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

Upon roll call vote, the following voted Aye: \_\_\_\_\_

The following voted No: \_\_\_\_\_

The Mayor declared the resolution adopted.

WEDC Program:	Community Development Investment (CDI)
Target Start Date:	08/01/2026
Applicant Entity:	PITZ PREMIER PROPERTIES
Project Address:	537 Ridge Street, Mineral Point, Wisconsin

## Redevelopment Narratives

### PROJECT DESCRIPTION

1.a. Describe the redevelopment project. Details to include:

- i. New construction and building renovation activities occurring on both the interior and exterior of the building
- ii. Lot/site improvements including sewer/water, sidewalks, parking or patios, pedestrian or public space improvements
- iii. Business(es) anticipated to occupy the space
- iv. Describe the project/business(es) significance to the community (e.g. project contains childcare services, housing or fills a missing business type needed in the community)
- v. Is the building historic? Does it qualify for Historic Tax Credits?
- vi. Explain the location in relation to the downtown district, a main arterial road, or a prominent commercial district
- vii. Highlight the extent to which the project supports best practices for smart growth and downtown development

The proposed redevelopment project will transform former Kwik Trip building in Mineral Point, Wisconsin into a fully operational commercial childcare facility serving up to 39 children. The building has been vacant for approximately three years, and this project will return the property to productive community use while addressing a critical childcare shortage in the area.

The need for expanded childcare services in Mineral Point is both immediate and significant. Access to dependable childcare is essential for local families and employers, and the shortage of available childcare options have become a barrier for workforce participation and economic growth. Exacerbating the problem, is that many unlicensed at-home providers are choosing to end offering childcare for a variety of reasons. Since 2022, it is estimated that the city has lost 20 – 30 childcare slots from unlicensed providers. This development also comes following the death of an infant due to abuse at an unlicensed childcare facility in the city. The tragedy has had a major impact on the Mineral Point community and has encouraged the community as a whole to explore creating better childcare options.

The project includes substantial interior and exterior renovations to create a safe, modern, and functional childcare environment. Interior renovations will include the construction of appropriately sized classrooms, installation of child-accessible sinks and restrooms, upgrade of lighting and safety systems, emergency exits, a large commercial kitchen, and dedicated office

and breakroom space for staff. Renovations will ensure the facility meets all state childcare licensing and safety requirements.

Exterior improvements will include the development of a large fenced outdoor play area with two separate playground spaces for children of different age groups, including adequate shade. The site plan will also include reconfiguration of parking areas to improve traffic flow and provide safe parent drop-off and pick-up access, along with designated staff parking.

The business anticipated to occupy the space is Driftless Roots Childcare, LLC, a new childcare business focused on providing high-quality care and early childhood education services to families in Mineral Point and the surrounding communities. The owner and director of the daycare operations has education, professional experience and Wisconsin Registry Level 12 credentials indicating she can successfully lead and operate a high-quality childcare center. The owner/director is also a local mom of two, who has provided in-home daycare for the past 3.5 years, understanding the community needs.

The property is located on a main corridor near both large employers and schools. The site's visibility and accessibility make it well-suited for a childcare facility and contribute to the continued revitalization and productive use of an existing commercial corridor within Mineral Point.

The proposed redevelopment supports smart growth principles by adaptively reusing an existing vacant commercial building rather than constructing a new facility on underdeveloped land. Repurposing the property helps reduce blight, encourages reinvestment in existing infrastructure, and strengthens the surrounding commercial area. It also benefits from established sidewalks and school routes.

The project promotes sustainable community development by expanding access to essential childcare services within the city, supporting local workforce participation, and enhancing the functionality and appearance of an underutilized site. The redevelopment aligns with broader community goals related to economic development, family support services and revitalization of existing commercial properties.

**1.b.** Describe any public/private partnerships developed and to what extent the applicant can ensure WEDC that all the activities outlined in 1.a. will be undertaken.

- Highlight capacity of the applicant and partners
- If applicable, highlight the status of the development agreement

The proposed project is supported by a strong network of public and private partnerships that demonstrate both community commitment and the capacity necessary to successfully complete the activities outlined in Section 1.a. These partnerships provide financial support, operational collaboration, and long-term sustainability for the project.

**LOOK FORWARD** ➤

The City of Mineral Point is serving as a key public partner by accepting the donation of the project building from Kwik Trip and supporting redevelopment efforts through the availability of Revolving Loan Fund (RLF) financing. The City’s involvement demonstrates a significant municipal commitment to ensuring the project moves forward and remains financially viable.

The Mineral Point Unified School District is also a critical partner in the project. The School District has expressed its commitment to supporting the development through the use of Fund 80 resources and has identified a strong interest in purchasing daycare slots to help address local childcare shortages for working families. This partnership not only strengthens the financial sustainability of the project but also demonstrates broad community need and institutional support.

Additional community partnerships have been developed through ongoing collaboration with the local Chambers of Commerce, who is assisting with business engagement, community outreach, and workforce support efforts related to the project. The Mineral Point Foundation has also indicated interest in providing grant funding to assist with renovation and improvement costs, further leveraging local investment in the project’s success.

Collectively, the applicant and project partners bring substantial organizational capacity, financial commitment, and community leadership to the project. The applicant has coordinated stakeholder engagement, project planning, and funding development efforts and will oversee implementation activities, reporting requirements, and partner coordination. Project partners have demonstrated their commitment through financial participation, facility support, and operational collaboration, providing WEDC with confidence that the activities outlined in Section 1.a. will be successfully undertaken.

At this time, discussions and coordination among partners are ongoing, and formal development agreements and funding commitments are in various stages of review and development. The applicant anticipates finalizing agreements as project planning and grant funding timelines progress.

**1.c. Which eligible activities does the project fit under?**

<input checked="" type="checkbox"/>	Building renovation	<input type="checkbox"/>	New construction
<input type="checkbox"/>	Historic Preservation	<input checked="" type="checkbox"/>	Infrastructure reinvestment
<input type="checkbox"/>	Demolition	<input type="checkbox"/>	Building Relocation of CDI Project Property



**1.d.** Describe the potential of the project to act as a catalyst for additional development/investment in the district.

- State and explain if the project site located in an Opportunity Zone, a Rural Community (population under 5,000) or an Economically Distressed County defined by WEDC (see the budget cover page for the list or ask your WEDC Regional Director)?
- For secured, private developments, is a key component of the project to provide childcare services or expand housing availability (explain)?
- Has the area seen limited investments or disinvestments?
- Describe the potential economic impact on the area and any other factors of significant impact such as: projected employment, workforce attraction, and/or the involvement of diverse businesses.
- Explain any potential of the project to increase traffic to support nearby businesses.

The proposed project has strong potential to serve as a catalyst for additional development and investment within the district by addressing one of the community's most significant barriers to economic growth: access to reliable childcare. Located in the rural community of Mineral Point, the project directly supports workforce participation, business retention, and long-term community sustainability in a community with a population under 5,000. The project aligns with WEDC priorities for rural economic development by creating essential infrastructure that supports both families and employers.

A key component of the project is the development of a licensed childcare facility that will provide care for up to 39 children ages 6 weeks through 6 years old, five days per week. The expansion of childcare availability is expected to have a significant economic impact on the area by helping working parents remain in or re-enter the workforce, reducing barriers to employment, and supporting local employers who continue to face workforce shortages. The partnership with the local school district further demonstrates the identified community need and long-term sustainability of the project.

The area has experienced limited investment opportunities in recent years, particularly related to childcare infrastructure and family-supportive services. Like many rural communities, Mineral Point faces challenges related to workforce attraction and retention, housing pressures, and access to services that support young families. This project represents a substantial investment and is expected to encourage additional community confidence, private investment, and future redevelopment activity in surrounding properties and businesses.

The project's economic impact extends beyond childcare services alone. The facility is expected to create new employment opportunities through childcare and administrative staffing while also supporting the broader local workforce by increasing childcare access for employees across multiple industries. Reliable childcare is consistently identified by employers as a critical workforce issue, and the project will strengthen the community's ability to attract and retain workers and young families.

**LOOK FORWARD** ➤

Families utilizing the childcare center will contribute to increased visitation to nearby businesses, including retail establishments, restaurants, and service providers. The increased activity generated by staff, parents, and partner organizations is expected to positively impact surrounding businesses and contribute to broader economic vitality within the community.

Overall, the project represents a strategic investment in community infrastructure that will generate long-term economic, workforce, and quality-of-life benefits for Mineral Point and the surrounding region.

**1.e.** Demonstrate involvement of diverse and minority business interests; which may including planning and development, construction and end user(s).

The end goal of this project is a women owned and operated business. The applicant is committed to fostering an inclusive and equitable development process by encouraging the involvement of diverse and minority business interests throughout the planning, development, construction, and operational phases of the project. Efforts have been made to engage a broad range of community stakeholders and local businesses to ensure the project reflects the needs and interests of the wider community.

During project planning and development, the applicant has collaborated with local organizations, community leaders, and business networks to identify opportunities for participation by small, locally owned, women-owned, and minority-owned businesses. The project team will continue to seek qualified diverse contractors, suppliers, and service providers as renovation and construction activities move forward.

Where feasible, the applicant intends to utilize local and regional businesses for professional services, construction trades, materials procurement, and operational support. The project also creates opportunities for partnerships with local childcare professionals, educators, and service providers who represent a range of backgrounds and experiences and who will contribute to the long-term success of the childcare facility.

As an end-use project focused on childcare services, the facility is intended to serve all families within the community and surrounding region, including low-to-moderate income households, working families, and underserved populations who often face barriers to accessing quality childcare in rural communities. By increasing childcare availability and supporting workforce participation, the project contributes to broader economic inclusion and community accessibility.

The applicant will continue to promote open and competitive opportunities for business participation throughout the project and remains committed to ensuring that diverse and minority business interests are encouraged and considered whenever possible.

**LOOK FORWARD** ➤

**1.f.** Describe any clean energy technology investments included in the project (e.g. solar panels, electric vehicle charging stations, use of state energy audit and/or energy rebate programs, etc.). *If you would like a referral to discuss energy efficient options with a [Focus on Energy advisor](#), please click on the link or contact your Regional Economic Development Director.*

The project includes investment in clean energy technology through the planned installation of solar panels as part of the facility redevelopment. The incorporation of solar energy is intended to reduce long-term operating costs, improve energy efficiency, and support sustainable building practices within the community. By utilizing renewable energy, the project will help decrease overall energy consumption from traditional sources while contributing to lower utility expenses that can be redirected toward ongoing childcare operations and services.

The applicant is also interested in exploring additional energy-efficiency opportunities and available state or utility incentive programs that may support the project's sustainability goals. As project planning progresses, the applicant may work with energy advisors and contractors to evaluate options for maximizing energy savings and long-term operational efficiency within the facility.

The inclusion of solar technology demonstrates the project's commitment to environmentally responsible redevelopment and long-term community sustainability while supporting the economic viability of the childcare center.

### **FINANCIAL JUSTIFICATION**

**2.a.** Describe the funding methods identified as "sources" in the Project Budget Worksheet. Include the status and timeline of receiving financing commitments.

The justification for funding for this project is due to the economic challenges of operating a commercial childcare facility in rural areas. The demand for childcare exists, but the region's household wages cannot support the tuition rates necessary to operate commercial childcare, let alone support the renovation of a building for the purpose of childcare. In approaching the challenge of childcare, the intention of the project partners was to seek a facility and funding while not burdening the operator with a debt load which will add to the overall expense of operating a childcare facility. The project will utilize a combination of public, private, and community-based funding sources to support redevelopment and operational startup costs associated with the childcare facility project. Funding sources identified in the Project Budget Worksheet include local government support, private investment, grant funding, and financing partnerships that collectively demonstrate strong community commitment and project feasibility. A significant contribution to the project is the donation of the building from Kwik Trip to the City of Mineral Point. This contribution substantially reduces project acquisition costs and provides a strong foundation for redevelopment efforts. The City is also supporting the project

**LOOK FORWARD** ➤

through the availability of Revolving Loan Fund (RLF) financing to assist with renovation and development expenses. The City is exploring the purchase of childcare slots as part of its long-term workforce and family support efforts.

Additional financial support is anticipated through contributions from the Mineral Point Unified School District, which has expressed interest in utilizing Fund 80 resources to support development costs and childcare capacity needs within the community. The School District is also exploring the purchase of childcare slots as part of its long-term workforce and family support efforts.

The Mineral Point Foundation has indicated interest in providing grant funding for renovation and facility improvements. Additional grant opportunities and fundraising efforts may also be pursued to support project completion and operational sustainability.

At this time, several funding commitments are in active discussion or preliminary approval stages. The applicant continues to work closely with project partners, local stakeholders, and funding entities to finalize financing details and secure formal commitments. It is anticipated that financing agreements and commitments will continue to be finalized throughout the grant review and pre-development process, with construction and redevelopment activities moving forward upon confirmation of funding sources.

The combination of municipal support, institutional partnerships, philanthropic investment, and grant funding demonstrates a diversified funding strategy and provides confidence in the project's financial viability and long-term success.

**2.b.** Describe the financial need for CDI grant funding that cannot be met through the private sector or the public sector.

The proposed childcare project requires substantial upfront renovation and development costs that cannot be fully supported through traditional private financing or existing public funding sources. The building, formerly an old Kwik Trip convenience store, has been vacant for approximately three years and requires extensive renovation to meet Wisconsin childcare licensing requirements and create a safe, functional environment for children and staff.

Private financing alone is not sufficient because childcare centers typically operate on narrow profit margins, especially in rural communities where affordable tuition is essential for working families. The project requires major capital improvements including classroom construction, child-accessible bathrooms and sinks, upgraded lighting and emergency exits, commercial kitchen installation, outdoor fencing and playground space, and safety and accessibility upgrades. Many of these improvements do not generate immediate financial return, making it difficult to secure enough conventional lending without creating an unsustainable debt burden for a new childcare business.

**LOOK FORWARD** ➤

Existing public funding opportunities are also limited and highly competitive, and currently available programs do not fully cover the scope of renovation and start-up expenses necessary to bring the vacant property back into productive community use. Without CDI grant assistance, the project would likely face significant delays, reduced project scope, or increased tuition costs that would negatively impact affordability for local families.

CDI funding is critical to bridge the financial gap between available financing and the true cost of transforming the vacant building into a licensed childcare facility capable of serving up to 39 children. The investment will not only create accessible childcare opportunities for local families, but also revitalize a long-vacant commercial property, support workforce participation, and strengthen economic stability within the community.

### PREVIOUS PLANNING EFFORTS

**3.a.** Highlight the extent to which this project is included in adopted regional, municipal or downtown planning documents. Site the section and page numbers of the plan(s). If the site is not part of a plan, summarize the dates and meetings when municipal conversations have occurred about the project (or project location/site) in a public venue and describe the extent to which the project has community-wide support.

According to Department of Child and Family Services (DCF), “The average price of infant and toddler care in Wisconsin costs more than in-state tuition or average annual rent in the state. The average price of infant care represents 18.5% of the median family income in Wisconsin and 83.3% of the yearly wages of a minimum wage worker. Given that child care providers are unable to raise prices above what families can pay, and the majority of their costs are from teacher pay, the child care workforce endures a median hourly wage of \$7.46-12.99 per hour, depending on the type of program. In short, the business model for child care does not work without increased public or private investment.” (<https://dcf.wisconsin.gov/childcare/projectgrowth>).

The current Comprehensive Economic Development Strategy, (CEDS) document for southwest Wisconsin envisions a region where basic needs such as housing, food, internet access, and childcare are accessible to all. (Southwestern Wisconsin Regional Planning Commission, *Comprehensive Economic Development Strategy, 2024 - 2029*, Pg. 3). To address the basic need of childcare, the CEDS proposes to increase the quantity, affordability, and quality of childcare options in southwest Wisconsin. Some of the strategies proposed include, “Retrofit existing facilities to accommodate childcare operations” and “advocate for schools to use Fund 80.” (CEDS, Pg 43). These are two strategies currently being utilized in the proposed childcare project.

In addition to the CEDS, Mineral Point has undertaken recent planning efforts including a 2024 Housing Study and a Comprehensive Plan Update in 2025. Childcare was explored and identified as a community need in both plans ([2025 Comprehensive Plan](#), Pgs: 9, 13, 24). Specifically, the plan discussed the “staple” businesses that have left but the services are still needed and balancing the capital investment needs of the city between addressing deferred maintenance and making

## LOOK FORWARD ►

catalytic investments. The Comprehensive Planning process was well attended and the survey was well responded to. The survey particularly identified community concerns about childcare, with over 30% of 213 respondents stating that Childcare was a concern for the community over the next 10 years.

Also in 2025, the City Council completed a Strategic Plan which highlighted making catalytic investments as a priority. The City feels strongly that a commercial childcare facility is a strategic priority to build upon the efforts to seek responsible growth that keeps the community strong, connected, and welcoming. A childcare facility complements the recent city investment into a major housing subdivision that seeks to welcome new residents and young families.

Over the past two years, a working discussion between the City of Mineral Point, the Mineral Point Unified School District, and the Chamber of Commerce has explored this community concern. Over this time and collaboration, the need has been better defined and initiative to address it has increased.

**3.b.** Explain if the project generally aligns with the Community Economic Development Strategy (CEDS) / Economic Development District (EDD) plan for the region? *(Check with the municipality, Regional Planning Commission or Regional Economic Development Director if you're unable to locate the plan.)*

Childcare plays a prominent role in the Southwest Wisconsin CEDs document. IT is identified as a basic need of the population and the economy. In drafting strategic priorities, the CEDS identified the need to address basic needs (such as childcare) as a foundation for further community and regional growth. Through this hierarchy, the 2024-2029 CEDS intentional sought a regional economy that is more resilient and more inclusive the personal experience of the entire population.

## Strategic Priorities

Our strategic priorities are drawn from our economic conditions and SWOT analysis. Much like Maslow's hierarchy of needs for people, our economy requires basic needs to be met in order to function. But without attention toward growth and fulfillment, we miss opportunities to unlock the full potential of our community and resources. For this reason, we will take action on all priorities as we work to grow our economic development capacity.

In the following pages, we explore **HOW** we can put these priorities into action.



"Some risk is necessary in order to open the doors to opportunities."

—Grant County CEDS meeting participant

Childcare Initiative

42 › Southwestern Wisconsin Comprehensive Economic Development Strategy

### READINESS TO PROCEED

**4.a.** Outline the anticipated timeline of the project, status of obtaining permits and status of architectural or site plan approvals.

The project is currently in the planning and development phase. The project team is actively securing contractors and professional services necessary to develop architectural drawings and site plans for the proposed childcare center renovation. Preliminary discussions regarding building design, code compliance, and renovation scope have begun.

It is anticipated that architectural plans and contractor bids will be finalized within the next 3 months, followed by submission of required permits and approvals to local and state authorities. Construction and renovation activities are expected to begin upon receipt of funding and regulatory approvals, with an estimated construction timeline of 6-9 months.

The proposed timeline is as follows:

## LOOK FORWARD ➤

- Summer/Fall 2026: Finalize architectural plans, engineering reviews, and contractor selection.
- Fall/Winter 2026: Obtain necessary permits, licensing approvals, and finalize project financing.
- Winter/Spring 2027: Begin renovation and site improvements.
- Summer 2027: Complete construction, furnish facility, obtain childcare licensing approvals, and open the center for operations.

At this time, no permits have been obtained and architectural or site plans have not been finalized. These activities are contingent upon project funding and are scheduled as the next phase of development.

**LOOK FORWARD** ➤

**ATTACHMENTS FOR APPLICATION**

**5.a.** Include up to four (4) photos of the current building/project site (one photo of each side of the building). Include renderings of the proposed exterior and interior improvements (if available).



**LOOK FORWARD** ➤



**LOOK FORWARD** ➤



**LOOK FORWARD** ➤



**LOOK FORWARD** ➤



# DRIFTLESS ROOTS

## CHILDCARE



*Growing children. Supporting  
Families.*

**LOOK FORWARD ►**



**DRIFTLESS ROOTS  
CHILDCARE**

**OUTDOOR PLAY SPACE  
1,315 SQ FT**

- TODDLER AREA** (approx. 550 sq ft)
- Soft turf surface for safety
  - Age-appropriate Little Tikes play structures
  - Cozy, calm, and enclosed
  - Sandpit slant mud greenery

- PRESCHOOL AREA** (approx. 765 sq ft)
- Combination of turf and blacktop
  - Tricycle track and chalk area
  - Climbing structure and balance logs
  - Outdoor picnic space
  - Sandbox and balance logs

**DESIGN FEATURES**

- Secure, gated divider for age groups
- Low-maintenance, nature-inspired potted plants
- Clean, modern, woody aesthetic
- Privacy fencing for safety and peace of mind



TODDLER AREA



PRESCHOOL AREA



NURTURE. GROW. EXPLORE. 🌿

**LOOK FORWARD** ➤



## Toddler Room: 18-36 Months

Serves: 10 children

Features: 2 sinks + direct fire exist + Wall Mounted Cubbies (not pictured) + Cot Cart stored in storage room

### Centers Offered:

- Reading Area
- Dramatic Play
- Art Area
- Fine Motor Toys
- Blocks Area
- Fine Motor Toys

**LOOK FORWARD** ➤



## Preschooler Area: 3 years and Older

Serves: 21 children

Features: Access to 2 bathrooms (not correctly portrayed in rendering) + direct fire exist + Wall Mounted Cubbies (not pictured)

### Centers Offered:

- Reading Area
- Dramatic Play
- Art Area
- Fine Motor Toys
- Blocks Area
- Fine Motor Toys

**LOOK FORWARD** ➤



## Commercial Kitchen + ADA Compliant Bathroom

- New Stove, Tri-sinks, commercial dishwasher and cabinetry
  - New LVP flooring throughout building
  - A NEW third bathroom for staff and parents
    - ADA Compliant bathroom
- Updated hallway to classrooms and kitchen/bathroom for ease of drop off/pick up

**LOOK FORWARD** ➤



## Secure Entry

- 1 secured entry
- "Buzzed In" Security System
- Area for family to get out of cold and rain to then buzz into the secured part of the building
- Welcoming environment

**LOOK FORWARD** ➤



**DRIFTLESS ROOTS  
CHILDCARE**

**OUTDOOR PLAY SPACE  
1,315 SQ FT**

**TODDLER AREA (approx. 550 sq ft)**

- Soft turf surface for safety
- Age-appropriate Little Tikes play structures
- Cozy, calm, and enclosed
- Sandpit, slant mud greenery

**PRESCHOOL AREA (approx. 765 sq ft)**

- Combination of turf and blacktop
- Tricycle track and chalk area
- Climbing structure and balance logs
- Outdoor picnic space
- Sandbox and balance logs

**DESIGN FEATURES**

- Secure, gated divider for age groups
- Low-maintenance, nature-inspired potted plants
- Clean, modern, woody aesthetic
- Privacy fencing for safety and peace of mind



TODDLER AREA



PRESCHOOL AREA



NURTURE. GROW. EXPLORE. 🌿

## Fenced-In Playground Area

- Private 6-foot fencing with parent access for pick-up
- Toddler Zone + Preschool Area divided by movable fencing
  - Shading in each area
- Age-appropriate toys for sensory input and large gross motor play
  - Soft turf surface for fall protection

**LOOK FORWARD** ➤



**RESOLUTION NO. 2026 – 12**

**RESOLUTION TO VACATE AND DISCONTINUE PORTIONS OF JONES STREET, DETROIT STREET, SILVER STREET, AND BAY STREET IN THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN**

WHEREAS, Wisconsin Statute section 66.1003(4)(a) permits a Common Council to vacate any street or portion of a street in the City when the public interest requires it; and

WHEREAS, Portions of Jones Street, Detroit Street, Silver Street, and Bay Street were dedicated by plat as part of Taylors Southern Addition to the City of Mineral Point, have never been opened or worked, do not permit the best use of property adjoining the streets and do not serve a public purpose; *and*

WHEREAS, the Common Council, has determined it is in the best interest of the public and the City that portions of Jones Street, Detroit Street, Silver Street, and Bay Street be vacated; and

WHEREAS, this resolution was introduced at a Common Council meeting held April 14, 2026; and

WHEREAS, a lis pendens was recorded with Iowa County Register of Deeds; and

WHEREAS, a notice of the proposed discontinuance and vacation of portions of Jones Street, Detroit Street, Silver Street, and Bay Street and a public hearing thereon was published on June 11, June 18, and June 25, 2026, and a copy of said notice was delivered or mailed to the owners of all the frontage of the lands abutting the streets proposed to be vacated and discontinued at least 30 days prior to the public hearing on the proposed discontinuance; and

WHEREAS, a public hearing was held on July 14, 2026, pertaining to the proposed discontinuance and vacation of portions of Jones Street, Detroit Street, Silver Street, and Bay Street; and

WHEREAS, the Common Council finds that all of the procedural requirements provided by law have been complied with and fully met;

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

1. Jones Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 20 feet in width lying between lots 39 and 40, east of Green Street and west of Center Street (platted as Silver Street), in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

2. Detroit Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 33 feet in width lying between lots 19 and 27, south of Oak Street (platted as Dodge Street) and north of Jones Street, in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

A parcel of land 33 feet in width lying between lots 18 and 28, south of Jones Street and north of Ore Street, in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

- 3. Silver Street (Platted as Oak Street), more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 20 feet in width lying between lots 28 and 29, south of Jones Street and north of Ore Street, in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

- 4. Bay Street, more particularly described below, shall be and hereby is declared and ordered vacated and discontinued:

A parcel of land 20 feet in width lying between lots 16 and 18, south of Jones Street and north of Ore Street, in Taylor's Southern Addition to the City of Mineral Point, Iowa County, Wisconsin, according to the recorded plat thereof.

- 5. This resolution together with a copy of the plat or map attached hereto as Exhibit "A", incorporated herein by this reference, shall be filed in the office of the Register of Deeds for Iowa County, Wisconsin, as required by law.

Adopted and approved this 14th day of July 2026.

\_\_\_\_\_  
Danny Clark, Mayor

ATTEST:

\_\_\_\_\_  
Christy Skelding, City Clerk/Treasurer

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

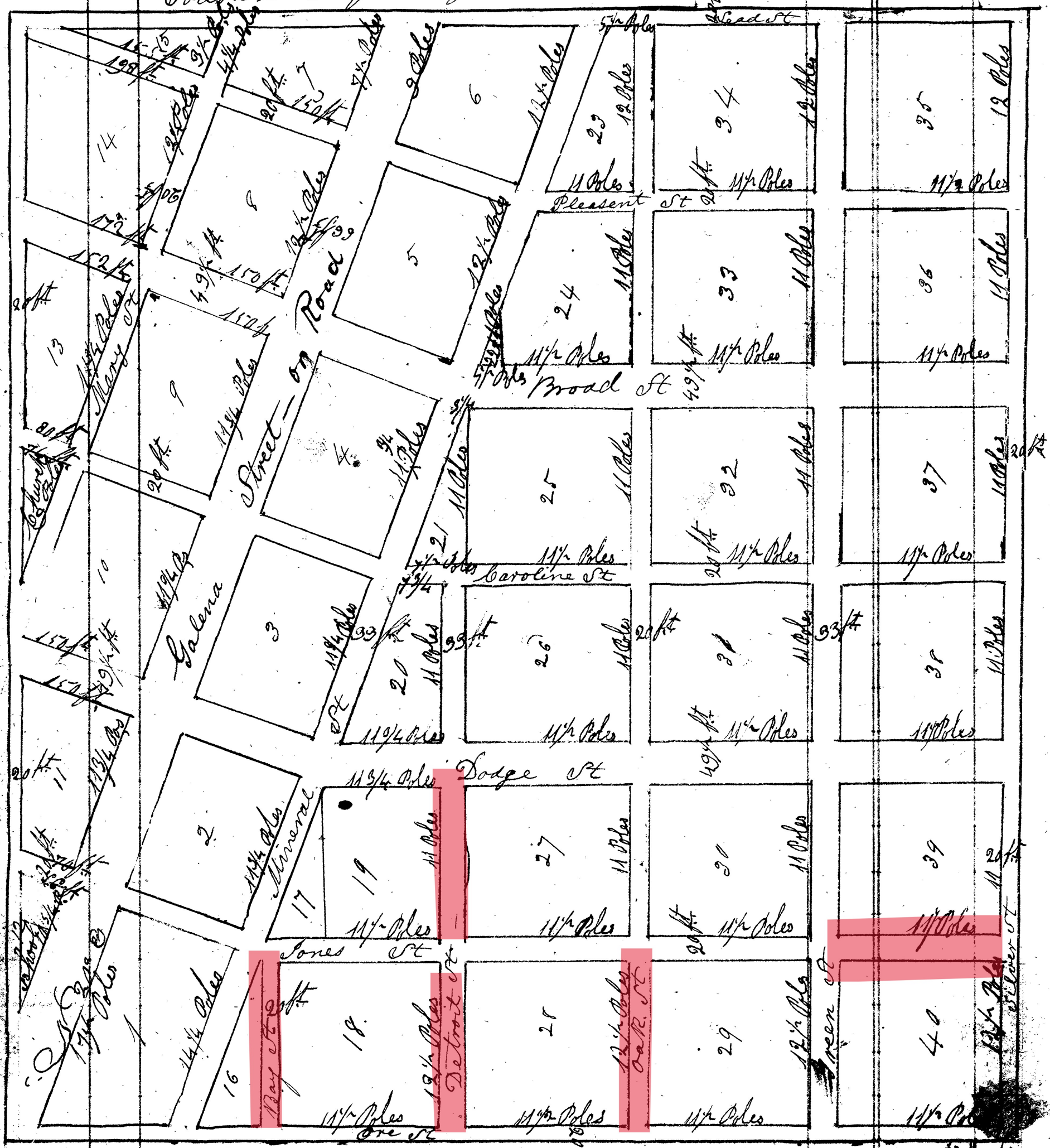
Upon roll call vote, the following voted Aye: \_\_\_\_\_

\_\_\_\_\_.  
The following voted No: \_\_\_\_\_.

The Mayor declared the resolution adopted.

Plan of (South Point) Taylor's Southern additions to Minn<sup>e</sup> Point

South West quarter of South West quarter of Section Six 44<sup>th</sup> 3<sup>rd</sup> E



Scale 10 Poles to an inch

Jan 8 1890

**ORDINANCE NO. 2026 – 02**

**AN ORDINANCE TO AMEND SECTIONS 72.001, 72.019, AND 72.999(B) OF THE MUNICIPAL CODE OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, RELATING TO REGULATING THE USE OF BICYCLES AND PLAY VEHICLES ON SIDEWALKS.**

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

**Section I:** Section 72.001 of the Municipal Code of the City of Mineral Point is hereby amended to read as follows:

**§ 72.001 BICYCLES AND PLAY VEHICLES.**

(A) There shall be no operation of bicycles or play vehicles (as defined by Wis. Statute § 340.01(43m)) on the sidewalks in the downtown area of the city, from the intersection of High Street with Wisconsin Street, going east to the intersection of High Street with Commerce Street. Bicycles can be walked on the sidewalks.

(B) On all other streets within the city, bicycles may be on the streets and sidewalks. Play vehicles shall only be allowed on the sidewalks, except while crossing a roadway at a crosswalk.

**Section II:** Section 72.019 of the Municipal Code of the City of Mineral Point is hereby amended to read as follows:

**§ 72.019 OPERATION ON SIDEWALKS.**

Every person riding a bicycle or play vehicle on a sidewalk in any place in the city shall yield the right-of-way to any pedestrian lawfully using the sidewalk.

**Section III:** Section 72.999(B) of the Municipal Code of the City of Mineral Point is hereby amended to read as follows:

(B) Violations of §§ 72.001 through 72.019 shall result in a \$10 forfeiture, plus court costs.

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

Adopted and approved this 14 day of July 2026.

\_\_\_\_\_  
Danny Clark, Mayor

ATTEST:

\_\_\_\_\_  
Christy Skelding, City Clerk

Date adopted: \_\_\_\_\_  
Date recorded: \_\_\_\_\_  
Date published: \_\_\_\_\_  
Effective date: \_\_\_\_\_

**ORDINANCE NO. 2026 - 03**

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

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

WHEREAS, the Extraterritorial Plan Commission of the City of Mineral Point did, on June 18, 2026, meet for the purpose of holding a public hearing and making a recommendation to the Common Council relating to said proposed amendment and has recommended to the Council that such amendment be adopted; and

WHEREAS, a notice of the public hearing on said proposed amendment was published in the Mineral Point Democrat Tribune on June 4 and 11, 2026, and sent to the Town Clerk of the Town of Mineral Point at least 10 days prior to said public hearing.

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

Section 1. The Extraterritorial Zoning Code and map of the City of Mineral Point are hereby amended to reclassify for zoning purposes the following described parcels of land from A-1 Exclusive Agriculture Use District to B-2 Highway Commercial District.

A parcel of land (2.28 acres) being located in the NW ¼ of the SE ¼ of Sec. 29, T5N, R3E. Town of Mineral Point, Iowa County, Wisconsin. (Tax Parcel 018-0436.C and commonly known as 1345 STH 23)

Section 2. This ordinance shall take effect upon its passage and publication as required by law.

Adopted and approved this 14<sup>th</sup> day of July, 2026.

\_\_\_\_\_  
Danny Clark, Mayor

ATTEST:

\_\_\_\_\_  
Christy Skelding, City Clerk

Date Adopted: \_\_\_\_\_  
Date Recorded: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



Mineral Point, Wisconsin

# CITY OF MINERAL POINT



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

## Planning and Zoning Application

Municipality (Check One):  City of Mineral Point  Town of Mineral Point(ETZ)  
Property Address: 1345 State Rd 23 Mineral Point, WI 53565

Parcel #: 018-0436.C Lot Size: 2.28 acres

**Property Owner:** Name: Blue Damsels LLC  
**Agent:** Name: Christina Weitzel  
Address: [REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

### Action Requested:

- | <u>Administrative Review:</u> |                                     | <u>Fee:</u> | <u>Planning Approval*:</u>          |                              | <u>Fee:</u>               |
|-------------------------------|-------------------------------------|-------------|-------------------------------------|------------------------------|---------------------------|
| <input type="checkbox"/>      | New Build 1 & 2 Family Residential: | \$100       | <input type="checkbox"/>            | Certified Survey Map (CSM):  | \$300                     |
| <input type="checkbox"/>      | Residential Additions:              | \$75        | <input checked="" type="checkbox"/> | Conditional Use Permit:      | \$400                     |
| <input type="checkbox"/>      | Accessory Structure:                | \$50        | <input checked="" type="checkbox"/> | Zoning Change Request:       | \$500                     |
| <input type="checkbox"/>      | Commercial Zoning:                  | \$150       | <input type="checkbox"/>            | Variance Request:            | \$500                     |
| <input type="checkbox"/>      | Commercial Signage:                 | \$50        | <input type="checkbox"/>            | Plat Review:                 | \$300                     |
| <input type="checkbox"/>      | Driveway:                           | \$50        | <input type="checkbox"/>            | Commercial Site Plan Review: | Engineering Expense + 10% |
|                               |                                     |             | <input type="checkbox"/>            | Land Use Planning:           | \$3,000                   |

\* Planning Approval Items require review and approval by the Plan Commission, the Board of Appeals, and/or the City Council.

### Instructions:

1. All Zoning Permits Applications require a description of the project and a preliminary site plan map. The Zoning administrator may request additional items. Permit approval is subject to having the necessary information.
2. Certified Survey Maps and Zoning Changes require a Plat of Survey or preliminary CSM.
3. Variance Requests must be accompanied by the applicant's written statement explaining: 1) Why complying with the ordinance results in unnecessary hardship, (2) evidence the hardship is due to the unique conditions of the property, and (3) demonstrate the variance will not harm the public interest.



Mineral Point, Wisconsin

# CITY OF MINERAL POINT

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

**Project Description and Reason for Request:**

To zone the parcel correctly for Access Ability Wisconsin ~~to run its non-profit business operations, including but not limited to an education center and greenhouse. To allow signage to be placed at the entrance and trailer parking to be allowed on all parts of the property.~~

**Attachments:**

**Note:**

Matthew stated that he would waive the conditional use fee with the rezoning so the total is \$500 for both.

**Applicant Signatures:**

*Monica Spaeni*

Monica Spaeni

05/12/2026

Signature, Printed Name, Date

Signature, Printed Name, Date

Date Received: \_\_\_\_\_

Fee Collected: \_\_\_\_\_

