



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

Wednesday, August 12, 2026, 6:00 PM

City Hall Community Room/Virtually

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

- 1. Call to Order. Roll Call. Confirmation of Compliance with the Open Meetings Law.**
- 2. Pledge of Allegiance.**
- 3. Persons Desiring to be Heard** – Five-minute limit except by consent of Council; no action will be taken on any item that is not specifically listed on the agenda.
- 4. Mayor's Correspondence.**
- 5. Administrator's Report.**
- 6. Clerk-Treasurer's Correspondence.**
- 7. Consent Agenda.**
 - a. Consideration of a Conditional Use Permit Application for an at home occupation at 333 Harris Street. *Plan Commission recommends approval conditional on no foot traffic or retail sales from the home.*
 - b. Approval of Minutes and Proceedings from the July 14, 2026 meetings.
 - c. Approval of monthly bills. *Finance Committee recommendation to be reported at Council meeting.*
- 8. New Business.**
 - a. Consideration of Pay Application #3 from Owens Excavating and Trenching, Inc. for Brewery Creek Subdivision 1st Addition. *Finance Committee recommendation to be reported at Council meeting.*
 - b. Consideration of Mineral Point Chamber of Commerce's request to close a section of High for a street dance event on August 22, 2026. An event, open to people of all ages, that includes the sale and consumption of alcohol on City Property. **Action:** Approve or deny the Special Event Permit application as presented or with modifications.
 - c. Consideration of Mineral Point Chamber of Commerce's request to close a section of High Street from N. Wisconsin St. to Vine St. for fireworks observation on December 5, 2026. **Action:** Approve or deny the Special Event Permit application as presented or with modifications.
 - d. Consideration on hiring Skyler Burkholder as a part-time police officer.
 - e. Consideration of Maiden St. repairs. *Water and Sewer and Streets Committee recommendation to be reported at Council meeting.*
 - f. Consideration of Fountain Street Lift Station Generator. *Water and Sewer Committee recommends approval of Wisconsin Electric's proposal with a used generator, including delivery, and installation by Wisconsin Electric Service, LLC.*
 - g. Discussion and Consideration on Promissory Note and General Business Security Agreement for Pittz Premier Property, LLC. *Finance Committee recommendation to be reported at Council meeting.*
 - h. Consideration of a zoning ordinance revision to allow for zero-lot line construction. *Plan Commission recommends approval.*

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Troy Maggied | administrator@cityofmineralpointwi.gov

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



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-
- i. 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.

9. Adjourn.

Join: <https://teams.microsoft.com/meet/24873902221132?p=qAgC4loiWck7bw2bmt>

Meeting ID: 248 739 022 211 32, Passcode: bh9Bz9ju

By phone [+1 872-256-4172](tel:+18722564172), [956586791#](tel:+18722564172) Phone conference ID: 956 586 791#

Agenda Posted and Distributed: Friday, August 7, 2026.

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

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Troy Maggied | administrator@cityofmineralpointwi.gov

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



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Planning and Zoning Application

Municipality (Check One):

☒ City of Mineral Point

☐ Town of Mineral Point(ETZ)

Property Address:

333 Harris St. Mineral Point, WI 53565

Parcel #:

Lot Size:

.49 Acres

Property Owner:

Name:

Mike McVay
333 Harris St.
Mineral Point

Address:

Phone:

Email:

Agent:

Name:

Address:

Action Requested:

Administrative Review:

- | | |
|--|------------|
| ☐ New Build 1 & 2 Family Residential: | Fee: \$100 |
| ☐ Residential Additions: | \$75 |
| ☐ Accessory Structure: | \$50 |
| ☐ Commercial Zoning: | \$150 |
| ☐ Commercial Signage: | \$50 |
| ☐ Driveway: | \$50 |

Planning Approval*:

- | | |
|---|--|
| ☐ Certified Survey Map (CSM): | Fee: \$300 |
| ☒ Conditional Use Permit: | \$100 \$400 NEW BUSINESS |
| ☐ Zoning Change Request: | \$500 |
| ☐ Variance Request: | \$500 |
| ☐ Plat Review: | \$300 |
| ☐ Commercial Site Plan Review: | Engineering Expense + 10% |
| ☐ 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.



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Project Description and Reason for Request:

Small firearms business, based @ home.
No foot traffic or store front yet. Basically, I
have assembling other peoples firearms for a
while. I'm just applying for an F.F.L. (Federal Firearms License)
so I can order firearms & parts direct.

Attachments:

Applicant Signatures:

Mike McVay Jr

Signature, Printed Name, Date

Signature, Printed Name, Date

Date Received:

6/23/26

Fee Collected:

\$100

MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, July 14, 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	Present		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Mary Glindinning, Street Foreman Chad Whitford, Library Director Diane Palzkill, Water/Sewer Superintendent Nate Fosbinder, Alicia Gilkes, Michael Miller, Tracy Stagman, Police Chief Bob Weier, Fire Chief Deven Walrack				

PERSONS DESIRING TO BE HEARD –

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.

Motion (Allendorf/Goodney) to open the public hearing at 6:00 p.m. Motion carried, all voting aye (7-0).

Motion (Allendorf/Ramshur) to close the public hearing at 6:02 p.m. Motion carried, all voting aye (7-0).

MAYOR’S CORRESPONDENCE – The Mayor expressed appreciation to everyone who contributed to another successful Fourth of July celebration in Mineral Point, noting that the event was something the community could be proud of. He thanked the Chamber of Commerce, City staff, volunteers, organizations, and all others who played a role in making the celebration a success.

The Mayor also recognized Rule Construction and everyone involved in the Commerce Street reconstruction project, commending the quality of the work and the timely completion of the project.

ADMINISTRATOR’S REPORT – Administrator Honer stated that the City learned that the CDI grant from WEDC for a childcare facility was approved.

CLERK-TREASURER’S CORRESPONDENCE – None.

CONSENT AGENDA

- a. Approval of June 9, 2026 and June 29, 2026 Minutes and Proceedings.
- b. 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 (7-0).

NEW BUSINESS

CONSIDERATION OF PAY APPLICATION #3 FROM RULE CONSTRUCTION LTD FOR SOUTH AND COMMERCE STREET RECONSTRUCTION.

The Finance Committee recommends approval.

Motion (Allendorf/McKeon) to approve Pay Application #3 from Rule Construction LTD. For South and Commerce Street reconstruction. Motion carried, all voting aye (7-0).

CONSIDERATION OF PAY APPLICATION #2 FROM OWENS EXCAVATING AND TRENCHING, INC FOR BREWERY CREEK SUBDIVISION 1ST ADDITION.

The Finance Committee recommends approval.

Motion (Allendorf/Goodney) to approve Pay Application #2 from Owens Excavating and Trenching, Inc for Brewery Creek Subdivision 1st Addition. Motion carried, all voting aye (7-0).

CONSIDERATION OF PAY APPLICATION #1 FROM PLEVA MECHANICAL, INC FOR POOL CHEMICAL CONTROLLER PROJECT.

The Finance Committee recommends approval.

Motion (Allendorf/Ramshur) to approve pay application #1 from Pleva Mechanical, Inc for the pool chemical controller project. Motion carried, all voting aye (7-0).

CONSIDERATION OF STATE/MUNICIPAL MAINTENANCE AGREEMENT RELATED TO WISDOT RECONSTRUCTION OF STH 23 AND INSTALLATION OF STORMWATER ON SPRUCE STREET.

The Water and Sewer/Streets Committees recommend approval.

Motion (Graber/Ramshur) to approve the State/Municipal Maintenance Agreement related to WisDOT reconstruction of STH 23 and installation of stormwater on Spruce Street. Motion carried, all voting aye (7-0).

CONSIDERATION OF INSTALLING TRANSFER SWITCH FOR BACK-UP POWER AT WELL 4.

Water and Sewer Superintendent Fosbinder explained that the City's portable generator is currently utilized at the Fountain Street Lift Station, leaving Well No. 4 without a means of emergency backup power.

Fosbinder stated that Well #3 will be rehabilitated next year and there will need to be a way to provide backup power to Well #4 while Well #3 is offline.

The Water and Sewer Committee and Finance Committee recommend contracting with A.B. Electric.

Motion (Goodney/Allendorf) to approve A.B. Electric's proposal for installing a transfer switch for back-up power at Well 4. Motion carried, all voting aye (7-0).

CONSIDERATION OF SEWER TELEVISIONING AND CLEANING CONTRACT FOR 2026-2027.

The Water and Sewer Committee and Finance Committee recommend contracting with Flow-Rite.

Motion (Ramshur/Christensen) to approve a sewer televising and cleaning contract for 2026-2027 with Flow-Rite. Motion carried, all voting aye (7-0).

CONSIDERATION OF WATER TOWER INSPECTION AND INTERIOR CLEANING.

The Streets and Water & Sewer Committees discussed the proposed maintenance work for the City's water tower, including tank cleaning and inspection, the installation of a temporary water system, and the addition of a water mixer.

The Water and Sewer Committee and Finance Committee recommend contracting with KLM for the inspection and interior cleaning, and with Peerless Well and Pump to provide a temporary water system.

Motion (McKeon/Graber) to approve water tower inspection and interior cleaning by KLM, and a temporary water system provided by Peerless Well and Pump. Motion carried, all voting aye (7-0).

CONSIDERATION OF WATER TOWER MIXER AND INSTALLATION.

The Streets and Water & Sewer Committees discussed the proposed maintenance work for the City's water tower, including tank cleaning and inspection, the installation of a temporary water system, and the addition of a water mixer.

Fosbinder reported that USG submitted an updated proposal that was slightly lower in cost than KLM's proposal. However, he noted that KLM provides a five-year warranty on the equipment, compared to a two-year warranty offered by USG.

Fosbinder recommended awarding the project to KLM, citing the longer warranty and the fact that KLM will already be on-site performing the water tower cleaning and inspection. He also noted that KLM will coordinate and retain its own electrician as part of the project, providing a more streamlined approach to completing the work.

The Water and Sewer Committee and Finance Committee recommend contracting with KLM.

Motion (Ramshur/Goodney) to approve water tower mixer and installation by KLM. Motion carried, all voting aye (7-0).

CONSIDERATION OF GRANT AGREEMENT AND USE RESTRICTION FOR THE MINERAL POINT OPERA HOUSE.

Council discussed the proposed Grant Use Agreement related to the Mineral Point Opera House restoration project. It was noted that the organization leasing the Opera House from the City initiated the grant application through the Wisconsin Department of Administration to secure funding for the restoration of the building's exterior as part of its larger Encore Restoration Project.

Honer explained that the Grant Use Agreement is a standard requirement of the state grant program. The agreement is intended to ensure that the property continues to be used as an opera house and theater following completion of the project. The proposed agreement requires the property to remain dedicated to that use for a period of 20 years.

Motion (Burrows/Allendorf) to approve the Grant Agreement and Use Restriction for the Mineral Point Opera House. Motion carried, all voting aye (7-0).

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.

This is a proposed easement agreement with the owner of the property adjacent to the Cornish Heritage Park. The easement has been negotiated to allow the City to install decorative lighting extending from the Opera House across the back of the park to the adjoining building.

The agreement also grants the City the right to attach trellises to the adjacent building and provides the necessary access to inspect, maintain, repair, or replace the lighting and related improvements as needed in the future.

Motion (Allendorf/Burrows) to approve 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. Motion carried, all voting aye (7-0).

CONSIDERATION OF THE PURCHASE OF A SPEED BOARD.

Chief Weier reported that he researched several portable radar speed board signs and recommended purchasing the Elan City Mobility Unit. He explained that the recommended unit is capable of collecting traffic data for vehicles traveling in both directions and includes an additional year of warranty compared to the least expensive model considered.

Chief Weier noted that the recommended model, priced at approximately \$4,000, includes an LED message bar at the bottom of the unit that can display messages such as "Slow Down" or "Thank You." The lower-priced model, approximately \$3,300, offers the same traffic data collection capabilities but does not include the LED message display.

The Police and Licensing Committee and Finance Committee recommend approval of the \$4,000 unit.

Motion (Christensen/McKeon) to approve the purchase of a speed board. Motion carried, all voting aye (7-0).

CONSIDERATION OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES FINANCIAL ASSISTANCE AGREEMENTS FOR THE CLEAN WATER FUND AND SAFE DRINKING WATER LOAN PROGRAMS.

The Finance Committee recommends approval.

Motion (Burrows/Allendorf) to approve the Wisconsin Department of Natural Resources Financial Assistance Agreements for the Clean Water Fund and Safe Drinking Water Loan Programs. Motion carried, all voting aye (7-0).

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.

The Finance Committee recommends approval.

Motion (Allendorf/Goodney) to approve 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. Motion carried, all voting aye (7-0).

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.

The Finance Committee recommends approval.

Motion (Burrows/Allendorf) to approve 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. Motion carried, all voting aye (7-0).

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.

Honer explained that the proposed Resolution is related to the subsequent resolution accepting the donation of the building and property located at 537 Ridge Street from Kwik Trip. He noted that the property is being donated to the City for a public purpose and will be used in a manner that serves the community's interests.

Motion (Burrows/Grabner) to approve Resolution No. 2026-07, a Resolution recognizing the critical importance of accessible, affordable, and quality childcare services to the Mineral Point Community and Economy. Motion carried, all voting aye (7-0).

CONSIDERATION OF RESOLUTION NO. 2026-08, A RESOLUTION TO ACCEPT THE GIFT OF PROPERTY LOCATED AT 537 RIDGE ST., MINERAL POINT, IOWA COUNTY, WISCONSIN.

The Public Health and Property Committee recommends approval.

Motion (Allendorf/McKeon) to approve Resolution No. 2026-08, a Resolution to accept the gift of property located at 537 Ridge Street, Mineral Point, Iowa County, Wisconsin. Motion carried, all voting aye (7-0).

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.

The Finance Committee recommends approval.

Motion (Allendorf/Goodney) to approve 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. Motion carried, all voting aye (7-0).

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.

Mayor Clark recommends postponing this agenda item until next month as the City awaits further information. The City has not yet received completed and signed agreements by all parties.

Motion (Allendorf/Goodney) to table Resolution No. 2026-12 until next month. Motion carried, all voting aye (7-0).

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.

The Ordinance Committee recommends approval.

Motion (Ramshur/Burrows) to approve 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. Motion carried, all voting aye (7-0).

CONSIDERATION OF ORDINANCE 2026-03, AN ORDINANCE TO AMEND THE EXTRATERRITORIAL ZONING ORDINANCE AND MAP OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN.

Honer explained that the request involves the property located across from the Quality Inn, just outside the City limits. The property is currently zoned A-1 Agricultural, which he stated is not an appropriate zoning classification for the property.

Honer noted that the property is in the process of being sold, and the requested rezoning reflects the proposed use by the prospective buyer. The applicant is requesting that the property be rezoned to B-2 Business Highway District.

Because the property is located within the City's Extraterritorial Zoning (ETZ) jurisdiction, there are no permitted uses by right within the B-2 District. As a result, approval of a Conditional Use Permit will also be required to authorize the proposed use.

Motion (Allendorf/Christensen) to approve Ordinance 2026-03, an ordinance to amend the Extraterritorial Zoning Ordinance and map of the City of Mineral Point, Iowa County, Wisconsin. Motion carried, all voting aye (7-0).

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.

ETZ Plan Commission recommends approval.

Motion (Allendorf/Burrows) to approve 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. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (Allendorf/Christensen) to adjourn at 6:33 p.m. Motion carried, all voting aye (7-0).

Troy Maggied, City Administrator
Approved:

PROCEEDINGS

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, July 14, 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	Present		Goodney	Present
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Mary Glindinning, Street Foreman Chad Whitford, Library Director Diane Palzkill, Water/Sewer Superintendent Nate Fosbinder, Alicia Gilkes, Michael Miller, Tracy Stagman, Police Chief Bob Weier, Fire Chief Deven Walrack				

PERSONS DESIRING TO BE HEARD – None.

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.

Motion (Allendorf/Goodney) to open the public hearing at 6:00 p.m. Motion carried, all voting aye (7-0).

Motion (Allendorf/Ramshur) to close the public hearing at 6:02 p.m. Motion carried, all voting aye (7-0).

MAYOR’S CORRESPONDENCE – The Mayor expressed appreciation to everyone who contributed to another successful Fourth of July celebration in Mineral Point, noting that the event was something the community could be proud of. He thanked the Chamber of Commerce, City staff, volunteers, organizations, and all others who played a role in making the celebration a success.

The Mayor also recognized Rule Construction and everyone involved in the Commerce Street reconstruction project, commending the quality of the work and the timely completion of the project.

ADMINISTRATOR’S REPORT – Administrator Honer stated that the City learned that the CDI grant from WEDC for a childcare facility was approved.

CLERK-TREASURER’S CORRESPONDENCE – None.

CONSENT AGENDA

- a. Approval of June 9, 2026 and June 29, 2026 Minutes and Proceedings.
- b. 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 (7-0).

NEW BUSINESS

CONSIDERATION OF PAY APPLICATION #3 FROM RULE CONSTRUCTION LTD FOR SOUTH AND COMMERCE STREET RECONSTRUCTION.

Motion (Allendorf/McKeon) to approve Pay Application #3 from Rule Construction LTD. For South and Commerce Street reconstruction. Motion carried, all voting aye (7-0).

CONSIDERATION OF PAY APPLICATION #2 FROM OWENS EXCAVATING AND TRENCHING, INC FOR BREWERY CREEK SUBDIVISION 1ST ADDITION.

Motion (Allendorf/Goodney) to approve Pay Application #2 from Owens Excavating and Trenching, Inc for Brewery Creek Subdivision 1st Addition. Motion carried, all voting aye (7-0).

CONSIDERATION OF PAY APPLICATION #1 FROM PLEVA MECHANICAL, INC FOR POOL CHEMICAL CONTROLLER PROJECT.

Motion (Allendorf/Ramshur) to approve pay application #1 from Pleva Mechanical, Inc for the pool chemical controller project. Motion carried, all voting aye (7-0).

CONSIDERATION OF STATE/MUNICIPAL MAINTENANCE AGREEMENT RELATED TO WISDOT RECONSTRUCTION OF STH 23 AND INSTALLATION OF STORMWATER ON SPRUCE STREET.

Motion (Graber/Ramshur) to approve the State/Municipal Maintenance Agreement related to WisDOT reconstruction of STH 23 and installation of stormwater on Spruce Street. Motion carried, all voting aye (7-0).

CONSIDERATION OF INSTALLING TRANSFER SWITCH FOR BACK-UP POWER AT WELL 4.

Motion (Goodney/Allendorf) to approve A.B. Electric's proposal for installing a transfer switch for back-up power at Well 4. Motion carried, all voting aye (7-0).

CONSIDERATION OF SEWER TELEVISIONING AND CLEANING CONTRACT FOR 2026-2027.

Motion (Ramshur/Christensen) to approve a sewer televising and cleaning contract for 2026-2027 with Flow-Rite. Motion carried, all voting aye (7-0).

CONSIDERATION OF WATER TOWER INSPECTION AND INTERIOR CLEANING.

Motion (McKeon/Graber) to approve water tower inspection and interior cleaning by KLM, and a temporary water system provided by Peerless Well and Pump. Motion carried, all voting aye (7-0).

CONSIDERATION OF WATER TOWER MIXER AND INSTALLATION.

Motion (Ramshur/Goodney) to approve water tower mixer and installation by KLM. Motion carried, all voting aye (7-0).

CONSIDERATION OF GRANT AGREEMENT AND USE RESTRICTION FOR THE MINERAL POINT OPERA HOUSE.

Motion (Burrows/Allendorf) to approve the Grant Agreement and Use Restriction for the Mineral Point Opera House. Motion carried, all voting aye (7-0).

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.

Motion (Allendorf/Burrows) to approve 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. Motion carried, all voting aye (7-0).

CONSIDERATION OF THE PURCHASE OF A SPEED BOARD.

Motion (Christensen/McKeon) to approve the purchase of a speed board. Motion carried, all voting aye (7-0).

CONSIDERATION OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES FINANCIAL ASSISTANCE AGREEMENTS FOR THE CLEAN WATER FUND AND SAFE DRINKING WATER LOAN PROGRAMS.

Motion (Burrows/Allendorf) to approve the Wisconsin Department of Natural Resources Financial Assistance Agreements for the Clean Water Fund and Safe Drinking Water Loan Programs. Motion carried, all voting aye (7-0).

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.

Motion (Allendorf/Goodney) to approve 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. Motion carried, all voting aye (7-0).

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.

Motion (Burrows/Allendorf) to approve 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. Motion carried, all voting aye (7-0).

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.

Motion (Burrows/Grabner) to approve Resolution No. 2026-07, a Resolution recognizing the critical importance of accessible, affordable, and quality childcare services to the Mineral Point Community and Economy. Motion carried, all voting aye (7-0).

CONSIDERATION OF RESOLUTION NO. 2026-08, A RESOLUTION TO ACCEPT THE GIFT OF PROPERTY LOCATED AT 537 RIDGE ST., MINERAL POINT, IOWA COUNTY, WISCONSIN.

Motion (Allendorf/McKeon) to approve Resolution No. 2026-08, a Resolution to accept the gift of property located at 537 Ridge Street, Mineral Point, Iowa County, Wisconsin. Motion carried, all voting aye (7-0).

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.

Motion (Allendorf/Goodney) to approve 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. Motion carried, all voting aye (7-0).

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.

Motion (Allendorf/Goodney) to table Resolution No. 2026-12 until next month. Motion carried, all voting aye (7-0).

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.

Motion (Ramshur/Burrows) to approve 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. Motion carried, all voting aye (7-0).

CONSIDERATION OF ORDINANCE 2026-03, AN ORDINANCE TO AMEND THE EXTRATERRITORIAL ZONING ORDINANCE AND MAP OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN.

Motion (Allendorf/Christensen) to approve Ordinance 2026-03, an ordinance to amend the Extraterritorial Zoning Ordinance and map of the City of Mineral Point, Iowa County, Wisconsin. Motion carried, all voting aye (7-0).

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.

Motion (Allendorf/Burrows) to approve 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. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (Allendorf/Christensen) to adjourn at 6:33 p.m. Motion carried, all voting aye (7-0).

Troy Maggied, City Administrator

Approved:

2026 Year to Date Budget Report
City of Mineral Point
July 2026 General Fund
% of Year Complete: 58%

	<u>July</u>	<u>Year to Date</u>	<u>2026 Budget</u>	<u>% of Budget</u>
REVENUES				
General Government	161,373	561,227	\$ 1,115,332	50%
Public Safety	77,886	106,861	\$ 115,850	92%
Public Works		-	\$ -	0%
Culture, Recreation, Education	12,038	52,336	\$ 54,250	96%
Conservation & Development	18,110	53,101	\$ 90,000	59%
Property Taxes	-	1,509,091	\$ 1,903,071	79%
Total	269,407	2,282,615	<u>\$ 3,278,504</u>	70%
	<u>July</u>	<u>Year to Date</u>	<u>2026 Budget</u>	<u>% of Budget</u>
EXPENSES				
General Government Personnel	(21,375)	(104,875)	(177,750)	59%
General Government Operations	(6,207)	(95,107)	(154,888)	61%
Public Safety Personnel	(85,521)	(473,845)	(785,180)	60%
Public Safety Operations	(8,961)	(202,473)	(305,639)	66%
Public Works Personnel	(20,733)	(125,106)	(274,883)	46%
Public Works Operations	(35,678)	(204,872)	(363,272)	56%
Culture, Recreation, Education Personnel	(44,001)	(99,382)	(172,781)	58%
Culture, Recreation, Education Operations	(13,366)	(67,967)	(92,503)	73%
Conservation/Development Operations	(7,087)	(53,199)	(94,650)	56%
Debt Service Principal	-	(238,147)	(428,613)	56%
Debt Service Interest	(3,728)	(54,603)	(220,272)	25%
Other Financing Uses	-	(201,581)	(208,072)	97%
Total	(246,657)	(1,921,158)	<u>(3,278,504)</u>	59%

Council Check Report				
Wednesday, August 12, 2026				
	Regular	Manual	Pay Apps	Total
Pooled Cash - General	21,589.02	18,956.79		40,545.81
Pooled Cash - Library	10,512.61	1,376.71		11,889.32
Pooled Cash - Debt Service				-
Pooled Cash- Outlay Fund				-
Pooled Cash - Capital Projects	18,630.75	265.00		18,895.75
Pooled Cash - Water	7,175.28	3,557.05		10,732.33
Pooled Cash - Sewer	8,998.64	6,799.37		15,798.01
Pooled Cash-TID #2	39,118.50		485,296.03	524,414.53
Pooled Cash- ARPA	1,681.18	239.95		1,921.13
Pooled Cash- Revolving Loan Fund				-
Sewer Loan Checking				-
MP Summer Rec				-
DARE Program				-
Total	\$ 107,705.98	\$ 31,194.87	\$ 485,296.03	\$ 624,196.88

CASH				
Account	Bank	Balance	Interest Rate	Maturity
General Checking	Farmers Savings	\$ 482,561.65	3.54%	
Loan-MP Sewer Disposal	Farmers Savings	\$ 13,225.00	0.25%	
MP D.A.R.E. Program	Farmers Savings	\$ 2,646.94	-	
MP Summer Rec Program	Farmers Savings	\$ 17,723.46	-	
Savings-Police Petty Cash	Farmers Savings	\$ 10.27	0.25%	
MP Water Dept-Gold Money Market	Farmers Savings	\$ 140,638.99	3.54%	
Sewage Disp Replacement- Gold Money Market	Farmers Savings	\$ 241,960.80	3.54%	
Sewer Utility Bond Reserve-Gold Money Market	Farmers Savings	\$ 139,499.29	3.54%	
General	LGIP	\$ 1,003,605.39	3.67%	
Water Capital	LGIP	\$ 302,557.13	3.67%	
Sewer Capital	LGIP	\$ 462,712.69	3.67%	
Capital Improvements	LGIP	\$ 1,008,968.22	3.67%	
ARPA	LGIP	\$ 59,456.58	3.67%	
Library	LGIP	\$ 32,199.45	3.67%	
Revolving Loan Fund-1989 WDF	LGIP	\$ 266,651.33	3.67%	
TID #2	LGIP	\$ 2,296,324.26	3.67%	
Fire Truck Outlay	LGIP	\$ 308,298.64	3.67%	
Grand Total		\$ 6,779,040.09		

LGIP rates went from 3.63% up to 3.67% in June

SDWL and CWF loans disbursed and put in Water/Sewer Capital accounts at LGIP.

EJCDC C-620 Contractor's Application for Payment

Progress Estimate

Contractor's Application

For (Contract):				Contract:				Application Number: 3		
Application Period:				July 8, 2026 to August 3, 2026				Application Date: August 12, 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									
Contract #1 - Site, Utility, and Street Construction										
1	Mobilization, Bonds, and Insurance as specified and indicated.	1 L.S.	\$25,620.00 / L.S.	\$25,620.00	1 L.S.	\$25,620.00		\$25,620.00	100%	
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	0.9 L.S.	\$24,075.00		\$24,075.00	90%	
6	Stormwater Facility #1 Bedrock Excavation as specified and indicated.	1,500 C.Y.	\$12.89 / C.Y.	\$19,335.00	1,350 C.Y.	\$17,401.50		\$17,401.50	90%	
7	Stormwater Facility #1 Clay Liner installed as specified and indicated.	1,050 C.Y.	\$3.00 / C.Y.	\$3,150.00	945 C.Y.	\$2,835.00		\$2,835.00	90%	
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	0.9 L.S.	\$37,800.00		\$37,800.00	90%	
9	Stormwater Facility #2 Bedrock Excavation as specified and indicated.	3,650 C.Y.	\$13.25 / C.Y.	\$48,362.50	3,285 C.Y.	\$43,526.25		\$43,526.25	90%	
10	Stormwater Facility #2 Clay Liner installed as specified and indicated.	1,750 C.Y.	\$3.00 / C.Y.	\$5,250.00	1,575 C.Y.	\$4,725.00		\$4,725.00	90%	
11	Site Excavation/Fill (9,400 c.y.) as specified and indicated.	1 L.S.	\$37,600.00 / L.S.	\$37,600.00	0.9 L.S.	\$33,840.00		\$33,840.00	90%	
12	Site Bedrock Excavation as specified and indicated.	2,300 C.Y.	\$27.63 / C.Y.	\$63,549.00	1,725 C.Y.	\$47,661.75		\$47,661.75	75%	

13	Trench Bedrock Excavation for Sanitary Sewer as specified and indicated.	3,600 L.F.	\$0.01 / L.F.	\$36.00	2,700 L.F.	\$27.00		\$27.00	75%
14	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	1,764 L.F.	\$68.35 / L.F.	\$120,569.40	1,751.5 L.F.	\$119,715.03		\$119,715.03	99%
15	10" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	2,708 L.F.	\$81.11 / L.F.	\$219,645.88	2,462.5 L.F.	\$199,733.38		\$199,733.38	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	1 Each	\$1,101.33		\$1,101.33	50%
18	New 4" SCH 40 PVC Sanitary Sewer Lateral installed as specified and indicated.	29 Each	\$2,129.77 / Each	\$61,763.33	28 Each	\$59,633.56		\$59,633.56	97%
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	1,950 L.F.	\$19.50		\$19.50	75%
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	1,192 L.F.	\$68,432.72		\$68,432.72	99%
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	348 L.F.	\$23,507.40		\$23,507.40	100%
24	6" Gate Valve installed as specified and indicated.	6 Each	\$2,015.70 / Each	\$12,094.20	6 Each	\$12,094.20		\$12,094.20	100%
25	8" Gate Valve installed as specified and indicated.	2 Each	\$2,701.35 / Each	\$5,402.70	2 Each	\$5,402.70		\$5,402.70	100%
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	0.75 Each	\$2,062.50		\$2,062.50	75%
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	29	Each	\$64,953.62		\$64,953.62	97%
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	0	Each	\$0.00		\$0.00	100%
31	Trench Bedrock Excavation for Storm Sewer as specified and indicated.	300	L.F.	\$0.01 / L.F.	\$3.00	225.0	L.F.	\$2.25		\$2.25	75%
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	300.0	L.F.	\$16,575.00		\$16,575.00	96%
36	15" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	335	L.F.	\$58.38 / L.F.	\$19,557.30	250.0	L.F.	\$14,595.00		\$14,595.00	75%
37	18" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	213	L.F.	\$54.93 / L.F.	\$11,700.09	210.0	L.F.	\$11,535.30		\$11,535.30	99%
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	8	Each	\$29,617.28		\$29,617.28	100%
39	24" Dia. PVC Storm Structure with 24" Dia. Casting installed as specified and indicated.	4	Each	\$4,115.72 / Each	\$16,462.88	4	Each	\$16,462.88		\$16,462.88	100%
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	1	Each	\$5,451.49		\$5,451.49	100%
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	2	Each	\$3,000.00		\$3,000.00	100%
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	1,750.0	L.F.	\$1,750.00		\$1,750.00	100%
47	Geogrid installed as specified and indicated.	7,000	S.Y.	\$1.50 / S.Y.	\$10,500.00	6,300.0	S.Y.	\$9,450.00		\$9,450.00	90%
48	Breaker Run installed as specified and indicated.	2,450	TON	\$7.50 / TON	\$18,375.00	1,225.0	TON	\$9,187.50		\$9,187.50	50%
49	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	3,350	TON	\$7.50 / TON	\$25,125.00	1,675.0	TON	\$12,562.50		\$12,562.50	50%
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	1.92	Acre	\$3,360.00		\$3,360.00	25%
Supplemental Bid #1 - Site, Utility, and Street Construction											
S1-1	Mobilization, Bonds, and Insurance as specified and indicated.	1	L.S.	\$6,750.00 / L.S.	\$6,750.00	1	L.S.	\$6,750.00		\$6,750.00	100%
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	0.9	L.S.	\$3,600.00		\$3,600.00	90%
S1-5	Trench Bedrock Excavation for Sanitary Sewer as specified and indicated.	550	L.F.	\$29.86 / L.F.	\$16,423.00	355.0	L.F.	\$10,600.30		\$10,600.30	65%
S1-6	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	356	L.F.	\$63.63 / L.F.	\$22,652.28	355.0	L.F.	\$22,588.65		\$22,588.65	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	435.0 L.F.	\$4.35		\$4.35	50%
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	610.0 L.F.	\$40,809.00	\$4,600.00	\$45,409.00	67%
S1-13	8" Gate Valve installed as specified and indicated.	1 Each	\$2,701.35 / Each	\$2,701.35	1 Each	\$2,701.35		\$2,701.35	100%
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	1 Each	\$7,269.05	\$4,400.00	\$11,669.05	50%
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	200.0 L.F.	\$2.00		\$2.00	50%
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	1 Each	\$795.00		\$795.00	100%
S1-20	8" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	190 L.F.	\$42.97 / L.F.	\$8,164.30	185.0 L.F.	\$7,949.45		\$7,949.45	97%

S1-21	12" High-Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	453	L.F.	\$55.22 / L.F.	\$25,014.66	160.0	L.F.	\$8,835.20		\$8,835.20	35%
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	4	Each	\$17,350.26		\$17,350.26	100%
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	300.0	L.F.	\$300.00		\$300.00	100%
S1-26	Geogrid installed as specified and indicated.	1,400	S.Y.	\$1.50 / S.Y.	\$2,100.00	1,260.0	S.Y.	\$1,890.00		\$1,890.00	90%
S1-27	Breaker Run installed as specified and indicated.	500	TON	\$7.50 / TON	\$3,750.00	250.0	TON	\$1,875.00		\$1,875.00	50%
S1-28	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	700	TON	\$7.50 / TON	\$5,250.00	350.0	TON	\$2,625.00		\$2,625.00	50%
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				
Supplemental Bid #2 - Site, Utility, and Street Construction											
S2-1	Mobilization, Bonds, and Insurance as specified and indicated.	1	L.S.	\$10,850.00 / L.S.	\$10,850.00	1	L.S.	\$10,850.00		\$10,850.00	100%
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	0.9	L.S.	\$46,800.00		\$46,800.00	90%
S2-5	Site Bedrock Excavation as specified and indicated.	275	C.Y.	\$29.63 / C.Y.	\$8,148.25	250.0	C.Y.	\$7,407.50		\$7,407.50	91%
S2-6	Trench Bedrock Excavation for Sanitary Sewer as specified and indicated.	1,400	L.F.	\$0.01 / L.F.	\$14.00	314.0	L.F.	\$3.14		\$3.14	22%
S2-7	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	839	L.F.	\$98.63 / L.F.	\$82,750.57	314.0	L.F.	\$30,969.82		\$30,969.82	37%

S2-8	4" Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	4	Each	\$5,479.02 / Each	\$21,916.08	1	Each	\$5,479.02	\$4,000.00	\$9,479.02	25%
S2-9	New 4" SCH 40 PVC Sanitary Sewer Lateral installed as specified and indicated.	26	Each	\$1,944.92 / Each	\$50,567.92	6	Each	\$11,669.52		\$11,669.52	23%
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	600.0	L.F.	\$6.00		\$6.00	32%
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	600.0	L.F.	\$36,030.00		\$36,030.00	41%
S2-13	6" Gate Valve installed as specified and indicated.	4	Each	\$2,015.70 / Each	\$8,062.80	3	Each	\$6,047.10	\$3,500.00	\$9,547.10	75%
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	1	Each	\$7,113.68	\$4,400.00	\$11,513.68	50%
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				
Supplemental Bid #3 - Site, Utility, and Street Construction											
S3-1	Mobilization, Bonds, and Insurance as specified and indicated.	1	L.S.	\$6,500.00 / L.S.	\$6,500.00	1	L.S.	\$6,500.00		\$6,500.00	100%
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	0.9	L.S.	\$16,200.00		\$16,200.00	90%
S3-5	Site Bedrock Excavation as specified and indicated.	1,100	C.Y.	\$29.63 / C.Y.	\$32,593.00	550.0	C.Y.	\$16,296.50		\$16,296.50	50%
S3-6	Trench Bedrock Excavation for Sanitary Sewer as specified and indicated.	750	L.F.	\$0.01 / L.F.	\$7.50	165.0	L.F.	\$1.65		\$1.65	22%
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				
TOTAL - Contract #1 =					\$2,675,951.56		\$1,447,708.62	\$74,564.24	\$1,522,272.86	



Mineral Point, Wisconsin

CITY OF MINERAL POINT

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

SPECIAL EVENT PERMIT

Project Applicant:	Mineral Point Chamber of Commerce		
c/o	Cory Bennett, Executive Director		
address	114 High Street, Suite 1, Mineral Point		
phone:	608-987-3201	Email:	info@mineralpoint.com
Event:	Street Dance 2026		
Event Location:	High Street, Library Park		
Event Date(s):	8/22/2026	to	8/23/2026
Event Times (Set-up to take-down)	3PM	to	1:30AM
Terms and Conditions of Work to be Performed:			
1.	Applicant may utilize the municipally-owned property (parks, right-of-ways, and/or facilities) for the purpose of (enter a description of use).		
2.	The applicant shall adhere to their written submission of plans, reviewed and approved by (enter approving committee).		
3.	The applicant shall follow all state laws and local ordinances.		
4.	Applicant shall maintain (attached) certificate of general liability insurance naming The City of Mineral Point as additional insured.		
5.	The Applicant shall provide for any and all maintenance and accommodations beyond the reasonable standards of the City of Mineral Point's own maintenance and standards. (i.e. The City is not responsible for providing services or efforts beyond normal operations). If additional services are requested of the city they are outlined in this form.		
6.	The Applicant must return property to its condition immediately prior to the event, including removing of trash, barricades, signage, etc.		
7.	This Permit may be terminated on 30 days' written notice to the Permit Holder and shall remain in effect until terminated.		
Project Description:	High Street Closure • Closed from Chestnut Street to the one-way parking lot. • Barricades will be placed at the following intersections: ○ High Street & Chestnut Street ○ High Street & Vine Street ○ Fountain Street & Vine Street ○ Across High Street right above the one-way Snow fence (provided by the Chamber) will run: ○ From High Street Sweets to the south side of the Library building with an entrance area that will be a check point		

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Jason Basting

Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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



Mineral Point, Wisconsin

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- From the Library Park stone wall across to the end of the city sidewalk near Café 43
- From Bobbi Jo's Interiors to the Café 43 porch
- Check point at the top of the stairs near the city hall office door
- Barricades provided by the City. Chamber staff will handle setup and takedown before and after the event.

Volunteers/Staff

- Volunteers will be stationed at all three snow fence entrances to check IDs.
- 2–3 bartenders.
- One person assigned to manage and replenish garbage cans.
- The Chamber will hire a police officer to be on duty from 5:00 PM to 11:30 PM.

Temporary Retailer's License (*Picnic License*)

- Location: As indicated on the license.
- Time: 5:00 PM – 11:30 PM (during the Street Dance).
- Signage at entrances/exits will state:
 - No carry-in beverages allowed.
 - No alcohol may leave the licensed premises.

Live Music

- Located in the 100 block of High Street.
- Two bands scheduled:
 - First band starts at 5:00 PM.
 - Second band ends at 11:30 PM.
- One band will perform in Library Park.
- The other will play on a stage set up in the closed portion of High Street.

Park Reservation

- Location: Library Park (with electric hookup).
- Time: 4:00 PM – 11:30 PM.
- The Chamber will serve food and run the bar outside of the Chamber office.
- Additional activities include kid activities, and bounce houses.
- 3:00 PM start allows time for setup before the 5:00 PM event kickoff.

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Weather Contingency

- The Chamber will coordinate with the on-duty police officer and the Sheriff's Department in the event of severe weather.
- The Chamber will appropriately cancel, or postpone the event, in case of severe weather.

Restrooms

- Two porta-potties (rented by the Chamber) will be placed near Library Park.
- City restrooms will also be available.

Trash

- Chamber staff will monitor and empty trash receptacles as needed.
- Full bags will be placed on private property for pickup.

Crowd Management & Street Reopening

- After the final band finishes and the stage is removed, volunteers will help clear the street.
- The street will then reopen to vehicle traffic.
- Estimated attendance is around 150 people, based on last year's turnout.

Additional City Services

Streets Department

- Provide lighted barricades.
- Place barricades near designated locations the afternoon before the event and pick them up the following Monday.
- Assist with drop-off and pickup of additional trash receptacles.
- Sweep streets on Monday after the event.
- Allow use of the City's public restrooms.
- Streets and Police Departments will assist with signage installation the afternoon before the event.
- **Note:** The Streets and Police Departments are not responsible for clearing the street the day of the event.

OFFICE OF THE CITY CLERK-TREASURER

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	Parks Department • Provide 6 additional trash receptacles in the event area. • Deliver 4 extra picnic tables to Library Park.
Indemnification:	Applicant, shall save and hold The City of Mineral Point and affiliates harmless from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever which arise out of, or is directly connected with, any act, omission, or operation of Applicant, its agents, servants, subcontractors, or employees, or which arises out of or is directly connected with, or arises out of any accident or occurrence which happens in or about the event due to the act or omission of the Applicant. The applicant shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage loss, claims, demands and actions.
Entire Agreement:	This agreement and attachments hereto contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

Event Applicant

Documents Required:
Signed Application (This Form)

Cory L Bennett
Signature

07/28/2026
Date

Cory L Bennett
Name PRINTED Here

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Jason Basting

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



Mineral Point, Wisconsin

CITY OF MINERAL POINT

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

SPECIAL EVENT AGREEMENT

Project Applicant:	Mineral Point Chamber of Commerce		
c/o	Cory Bennett		
address	114 High Street, Mineral Point		
phone:	608-987-3201	Email:	info@mineralpoint.com
Event:	Candlelight Shopping		
Event Location:	High Street, Commerce Street, Fountain Street		
Event Date(s):	12/05/2026	to	12/05/2026
Event Times (Set-up to take-down)	4:00PM	to	10:00PM
Terms and Conditions of Work to be Performed:			
1.	Applicant may utilize the municipally-owned property at High Street for viewing fireworks		
2.	The applicant shall adhere to their written submission of plans.		
3.	The applicant shall follow all state laws and local ordinances.		
4.	If the permit includes the installation of signage or the use of a right-of-way, the applicant shall keep all vision triangles and traffic line-of-sights clear. Events and signage shall not create unsafe traffic conditions. If signage, or other installations, are determined to be in the Vision Triangle or affecting traffic, City staff are authorized to move or remove signage and installations.		
5.	The Applicant shall provide for any and all maintenance and accommodations beyond the reasonable standards of the City of Mineral Point's own maintenance and standards. (i.e. The City is not responsible for providing services or efforts beyond normal operations). If additional services are requested of the city they are outlined in this form.		
6.	The Applicant must return the property to its condition immediately prior to the event, including removing trash, barricades, signage, etc.		
7.	This Permit may be terminated on 30 days written notice to the Permit Holder and shall remain in effect until terminated.		
Project Description:	Candlelight Shopping will take place on Saturday, December 5, 2026. The Chamber will set out approximately 300 luminarias in downtown Mineral Point. During this event, a fireworks show will be presented by a citizen of Mineral Point. The Chamber is requesting a temporary street closure (with parking restrictions) on High Street from N. Wisconsin Street to Vine Street during the fireworks show from 6:45 p.m. to 7:30 p.m. We're asking the Mineral Point Police Department to assist by positioning squad cars at the intersections of High Street & Vine Street and High Street & Chestnut Street. The Mineral Point Rescue Squad will have an ambulance positioned at the intersection near the Post Office as a barricade, and their EMS a jeep at the intersection of N. Chestnut		

Mayor – Danny Clark

Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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



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	Street at Jail Alley. City supplied lighted barricades will be placed at the following locations: • N. Chestnut St. @ Jail Alley (will be used in addition to the EMS Jeep) • S. Chestnut St. @ Fountain St. (road closed sign attached) Chamber staff and volunteers will help manage traffic flow. We will coordinate with the Police Chief in case of bad weather and the need to reschedule or cancel the event.
Additional City Services Requested:	The Chamber is requesting that the City Hall restrooms are open to the public from 5pm to 9pm.
Indemnification:	Applicant, shall save and hold The City of Mineral Point and affiliates harmless from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever which arise out of, or is directly connected with, any act, omission, or operation of Applicant, its agents, servants, subcontractors, or employees, or which arises out of or is directly connected with, or arises out of any accident or occurrence which happens in or about the event due to the act or omission of the Applicant. The applicant shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage loss, claims, demands, and actions.
Entire Agreement:	This agreement and attachments hereto contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

Event Applicant

Cory L Bennett

Signature

07/30/2026

Date

Documents Required:

Signed Application (This Form)

Cory L Bennett

Name PRINTED Here

City of Mineral Point

Mayor – Danny Clark

Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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



Mineral Point, Wisconsin

CITY OF MINERAL POINT

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

Signature

Date

Matthew Honer, City Administrator
Name PRINTED Here



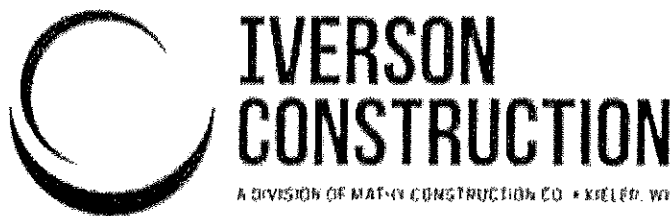
STAFF REPORT

Mineral Point, Wisconsin

8/3/2026

TOPIC: Maiden St. Mill and overlay

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Streets, Sidewalks, and Solid Waste Committee
Department Reporting: Streets	Submitted by: Chad Whitford
<u>ISSUE:</u> Maiden St. Asphalt surface deterioration	
<u>BACKGROUND/ANALYSIS:</u> Maiden St. From South Chestnut going west approx. 450 feet is in desperate need of attention. The past two spring and summers I have tried to patch it. It is beyond patch repair at this point. I am afraid with this surface also being in front of a church it is going to cause issues with elderly people trying to navigate it to attend services. This stretch is also on my plow route and is pretty hard on the front blade, you may be able to hear it across town when I go through there. WISLR report on this Street has it at HMA 1988, I am not sure if that is accurate or not. Moving forward I will keep all WISLR data up to date to the best of my ability.	
<u>RECOMMENDATION:</u> Mill and overlay 450 ft heading west from intersection with South Chestnut. I have two bids, one from Iowa County Highway Department, and one from Iverson Construction. It is my recommendation to not take the lower bid and to accept the bid from Iverson Construction. Iverson is a company that does asphalt all day every day. Their products, hot mix and cold mix are superior to the County. The County uses a more coarse aggregate in their hot mix and does not get as smooth of a finish as Iverson. Iverson will haul the millings and I will keep them for good fill. The county will take the milling and use them in recycle blacktop. Iverson will do all the work necessary to clean the street and prep it for tack and asphalt. The county requests that the city clean the street after milling. I don't think we should take the responsibility of prepping the surface for hot mix. Neil and Dillon both met me there at different times and looked at the job in person. Neil has stated a couple times he is a little concerned about it milling and we could have added costs. Dillion did not share those same concerns, said they might just have to skim coat then do a final lift. I do think there is work in the future that Iowa County can help us get done. We used them last year for a storm water project, I don't think they are the best choice for this one.	
<u>FISCAL IMPACT:</u> CIP \$30,329.14	
<u>ATTACHMENTS:</u>	



PO Box 160 • 3747 Contractors Court
 Kieler, WI 53812
 (608) 568-3840
www.iverison-construction.com
 EOE including disability / vets

To:	City of Mineral Point - Streets Department	Contact:	Chad Whitford
Address:	137 High Street Suite 1 Mineral Point, WI 53565	Phone:	(608) 987-2361
		Fax:	(608) 987-3885
Project Name:	Mineral Point Maiden St. Overlay	Bid Number:	5119
Project Location:	Maiden St, Mineral Point, WI	Bid Date:	7/17/2026
Attachments:	Terms and Conditions.pdf		

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Mill 2 Inches Off Street. Sweep/clean And Tack, Install Hot Mix Asphalt Compacted To An Average Thickness Of 2 Inches.	1.00	LS	\$30,329.14	\$30,329.14

Notes:

- A signed contract is required prior to the start of work.
- This proposal shall be included in contract. Progress payments shall be invoiced and paid monthly.
- Final price will be determined by Unit(s) Used & Unit Price(s) listed above.
- After signing, please retain one copy and forward a copy to our office on or before the cancellation date.
- This proposal shall be automatically cancelled if written acceptance has not been received by Contractor within 15 days of the Proposal Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment.

Payment Terms:

Payment is due upon receipt of invoice.

By my signature herein I authorize CONTRACTOR to review personal OR business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Iverson Construction <i>Dillon Polodna</i> Authorized Signature: Estimator: Dillon Polodna dillon.polodna@iverison-construction.com
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City of Mineral Point

<u>Road</u>	<u>Asphalt Tons</u>	<u>Cost</u>
Maiden Street	150 Tons	\$14,250.00

Pavement Milling - From Chestnut Street up 450 feet along the curb out 4 feet on both sides of the road and milling both ends for the joints. This will be with 2 of Iowa County Highway trucks to haul the millings away. City of Mineral Point will be in charge of sweeping up the street when milling is done.

\$7,675.00

	<u>Cost</u>
	\$21,925.00
Record and Reports	\$955.93
Total	\$22,880.00

Please remember this is just an estimate. Actual costs could be more or less depending on conditions at the time the work is preformed.



6/18/2026

Mineral Point, Wisconsin

☐ New Business ☒ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Water and Sewer Committee
Department Reporting: Water&Sewer	Submitted by: Nate Fosbinder
<u>ISSUE:</u> Having stable back-up power at the Fountain St. Lift station.	
<u>BACKGROUND/ANALYSIS:</u> Fountain St. lift station is our highest flow station by far. It receives about 40 gallons per minute in normal conditions. In the event of a power outage we have less than 15 minutes to respond and have a solution. We currently leave one of our portable generators on site to hopefully help us in this type of situation. This station needs to have a stand-alone generator with an automatic transfer switch. This will allow the station to remain reliable and prevent sanitary backups or overflows. At the last meeting the committee requested getting new unit prices from both electricians. It was also discussed that the City would try to purchase the unit directly to save cost and not exceed the threshold of public bid requirements. I have obtained quotes for the City to purchase a unit directly from both electrician's distributors. I will also have separate prices from both electricians for the labor and materials to do the installation, etc.	
<u>RECOMMENDATION:</u> Discuss estimates and options in both proposals and recommend action.	
<u>FISCAL IMPACT:</u> \$65,000-\$100,000?	
<u>ATTACHMENTS:</u> Quotes from Total Energy Systems, Energy Systems, WI Electric and AB Electric	



Electrical Proposal

Project: City of Mineral Point Lift Station Generator & Transfer Switch

Date: 07/27/2026

PROJECT DESCRIPTION

Provide labor, material, equipment, and installation for the installation of a new generator power system, including generator pad, automatic transfer switch, conduit, generator connections, trenching, and testing for the lift station. Also includes associated well house transfer equipment.

LIFT STATION GENERATOR SCOPE (See details below)

Qty	Description
1	Generator pad (pour concrete)
1	200 Amp Automatic Transfer Switch (ATS) - Owner Provided, A.B. Electric to Install Only
1	Generator (480V system) - Owner Provided, A.B. Electric to Install Only
1	Fuel cell installation - Owner Provided, A.B. Electric to Install Only
1	Crane rental for generator and fuel cell placement
1	Conduit from generator to ATS

Estimated Total - \$23,000.00

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

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.

(Bid is based solely on the electrical drawings and specifications provided. Any code-required items not shown on the plans shall be considered additional scope)

Acceptance of Proposal - By signing below, the undersigned agrees to the terms, scope, and pricing outlined in this electrical proposal.

Authorized Signature: _____

Printed Name: _____

Date: _____

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

WISCONSIN ELECTRICAL SERVICE, LLC**Page 1 of 2**

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

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

We Hereby Submit Specification & Estimate :

Install at Fountain Street Lift Station :

- * Generator (Provided by City of Mineral Point)
- * Reuse Existing Service Equipment & Control Cabinet as is
- * Provide New Equipment & Install :
 - Service Rated 200 Amp 480 Volt Disconnect
 - 200 AMP 480 Volt Automatic Transfer Switch
 - ASCO SERIES 300
 - Stand for New Equipment
 - Concrete Base with 4" Alum. Post & Galvanized Unistrut
 - NOTE - No Wood to be Used for New Stand
- * Provide Concrete Pad for Generator (Within 20 Feet of Existing Service)
 - Actual Location will be Approved by Nate, Prior to Installation
 - NOTE - Crane Rental, to Set Used Generator, is Included in Proposal
- * Provide: Underground Conduits & Copper Wire for All New Equipment
 - NOTE - No Aluminum Wire to be Used
 - Wiring Method to be Rigid Galvanized Conduit
 - No PVC Conduit Will be Used
 - Start Up & Testing is Included

WISCONSIN ELECTRICAL SERVICE, LLC

Page 2 of 2

6 Fountain St

Mineral Point, Wi 53565

608-482-0278 Gary Jenkins

Proposal Submitted To	Mineral Point City - Fountain St Lift Station
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Job Name	Wiring & Automatic Transfer Switch
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We Hereby Submit Specification & Estimate :

Install at Fountain Street Lift Station :

TO BE PROVIDED BY - CITY OF MINERAL POINT

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

- * For Work as Described on Page 1

ALL RELATED MATERIAL & LABOR**\$27,500.00**

We Propose Hereby to Furnish Material & Labor Complete in Accordance with Above Specifications
For the Sum of : \$ **27,500.00**

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

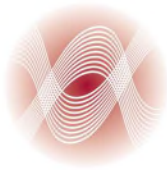
All Material is Guaranteed to be as Specified. All Work to be Completed in a Workmanlike Manner According to Standard Practices.
Any alteration or Deviation from Above Specifications Involving Extra Cost will be Executed Only Upon Written Orders And will Become
An Extra Charge Over and Above the Estimate. 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 7-22-26



**With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for 30-Days.
Meaning equipment on this proposal needs to be released for production by 8/17/26 to maintain pricing.**

Please note this project is subject to possible tariff surcharges, see section two (2) of our terms & conditions.

"Proven Provider of Critical Power Solutions"

To: City of Mineral Point

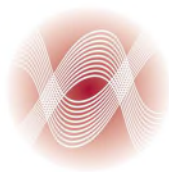
From: Total Energy Systems LLC

Generator

Rehiko Model: KD100

This diesel generator set equipped with a KH01025TO4D alternator operating at 120/240 volts is rated for 100kW/125 kVA. Output amperage: 301

Qty	Description
	KD100 Generator System
1	KD100 Generator Set Includes the following: Literature Languages Approvals and Listings Engine Nameplate Rating Voltage Alternator Alt Accessories, Installed Cooling System Air Intake Controller Enclosure Type Enclosure Material Fuel Tank Type Fuel Runtime (Approx.) Subbase Fuel Tank Capacity Fill Pipe/Spill Fill Options High Fuel Switch Skid and Mounting Starting Aids, Installed Electrical Accy.,Installed Electrical Accy.,Installed Electrical Accy.,Installed English cULus Listing Diesel Standby 130C Rise 60Hz, 120/240V, Delta, 3Ph, 4W KH01025TO4D Auxiliary Winding Unit Mounted Radiator, 50C Standard Duty APM402 Sound Steel State 24 Hours 220 Gallons 5 GalSpillContain,6"FromBottom High Fuel Switch Skid 1500W,110-120V Battery, 1/12V, Wet Batt. Rack & Cables Battery Charger, 10A



1	Electrical Accy.,Installed Electrical Accy.,Installed Electrical Accy.,Installed Interrupt Rating All LCBs Duty Rating, First LCB Amps, First LCB Trip Type, First LCB First LCB Frame Fuel Lines, Installed Miscellaneous Accy,Installed Miscellaneous Accy,Installed Warranty Testing, Additional LIT KIT, PRODUCTION, KD100	Common Fault/Run Relay 2 Input/5 OutputModule Gen. Heater, 108-120V, 17-22W 35kA at 480V 80% Rated 150 Electronic, LSI HGP Flexible Fuel Lines Coolant in Genset Oil in Genset 2 Year Power Factor Test,0.8,3Ph Only
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DISTRIBUTOR STARTUP

1. Startup must be scheduled for a minimum of 2 -3 weeks prior to requested startup date. Email your startup checklist to the Total Energy Systems team at Sales@totalenergysystems.com or call us at 1.888.548.1400 with questions.

SERVICE ITEMS INCLUDED WITH THIS PROPOSAL:

Lubricating Oil

Antifreeze - 50/50 Mix

Battery

Startup Service

One (1) day reserved, during normal business hours, for inspection, engine prep work, initial engine startup and training.

Load Bank Test at Site

Two (2) Hours are Included using a portable resistive load bank

Training session to be completed same day as startup. If not, return trip and PO is required

2. The contractor shall coordinate and schedule startup and shall be responsible for **ADDITIONAL field service costs** if startup cannot be completed in time allowed as a result of incomplete installation.

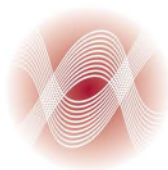
* Normal business hours are M-F 8:00AM to 4:30PM.

After hours Startups are available for an additional charge. Standard published rates apply.

CLARIFICATIONS

1. Deviation:

2. **As of January 2026, the Rehlko tariff surcharge is included in the equipment price.**



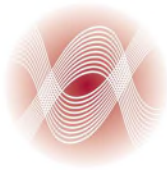
3. **Storage, off-loading, installation, etc. of all associated equipment is not included, unless otherwise stated.**
4. The generator will need to be filled with #2 winter blend diesel prior to startup. Fuel, fuel piping plans, installation and permitting of tanks or piping, if required, is not included.
5. No Seismic, Local IBC building codes or Unique Local Emissions regulations are included within the pricing.
6. Recording of the training or recorded versions of training are not provided due to liability reasons.
7. Federally funded or procured projects with domestic preferences will be evaluated on a case-by-case basis through Rehlko and 3rd party vendors upon receipt of purchase order. A waiver may be required.
8. No specifications or drawings were provided for the project prior to providing the above equipment.
9. Sizing information is based on information provided by the customer. Information in Rehlko's size software represents data available at the time of print. Total Energy Systems is not responsible for sizing publication data and the products represented can change without notice and without any obligation.
10. Exhaust components not included for open unit installation, unless specifically listed in bill of material.
11. All pricing is Subject to change / based on any scope or BOM changes.
12. **Included Startup is based on unit being in a readily accessible location. The site information is unknown.** Startup must occur within 12 months of delivery from the factory. Extra charges may apply if more time is required due to restricted access to the unit or if a 3rd party commissioning agency oversees our testing and requests additional testing; additional charges may apply.
13. Standard Electronic O&M Manuals provided, custom manuals and/or additional copies available at an additional charge.
14. System coordination studies and/or relay setting studies are by others. Protective relay calibration and settings, NETA testing by others.

Temporary Generators are available at Total Energy Systems.
Contact Rental Sales Team at (248) 840-6428 or rental@totalenergysystems.com for details.
A rental generator is not included in this proposal but is available at an additional charge.

OPTIONS

Adder: Remote Annunciator (NFPA110) is: \$1,235.00

_____ (Please initial to accept)



Total Energy Systems, LLC

Job Name: City of Mineral Point
Quote Number: 0027347967
Quote Submitted: 07-20-2026
Valid Through: 08-19-2026
Version 1.00
Page: 4

Adder: Remote E-Stop (NFPA110), Rehlko NEC Lock Out/Tag Out Remote E-Stop is: \$365.00
_____ (Please initial to accept)

EQUIPMENT PRICE WITHOUT OPTIONS: \$46,433.00
+ FREIGHT ESTIMATED TO JOBSITE: \$ 2,000.00

The proposal is firm for 30 days.
Estimated Current Lead Time: 22 to 26 weeks after approved submittals.
Freight & Tariff Surcharge will be billed at current market rates at the time of shipment.
Please note section two (2) of the Terms & Conditions of Sale.
Price does not include any applicable taxes or installation.

OFFER ACCEPTANCE

I hereby authorize Total Energy Systems LLC to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0027347967, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Accepted by:

Delivery Address:

Company: _____

Street: _____

Print Name: _____

Title: _____

City, State, Zip: _____

Signature: _____

Site Contact: _____

Date: _____

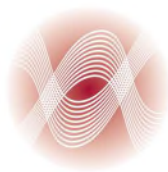
PO Number: _____

Special Note: _____

Please initial Submittal Preference:

☐ Order released to Production; Submittals needed for Record Only

☐ Submittal required, and submittal approval needed to release to Production.

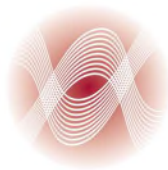


TELOCIN GROUP, INC. TERMS AND CONDITIONS OF SALE

1. Agreement. These terms and conditions of sale (these "Terms") apply to and are the only terms that govern the sale and supply of products ("Products") and services ("Services") and/or the lease of equipment ("Equipment") described in any proposal, quote, order acknowledgement, invoice or other documentation to which these Terms are attached ("Order") by Telocin Group, Inc. or its subsidiaries, Total Energy Systems, LLC or Total Industrial Air, LLC (each, a "Company") to the buyer named on the Order ("Customer"). The Order and these Terms (together, the "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous communications, understandings, or agreements between the parties, whether verbal or written. If any provision in these Terms conflicts, or is otherwise inconsistent with, any provision in the Order, then the provisions set forth in these Terms will govern and control (unless the parties have expressly provided in such Order that a specific provision of these Terms is amended, in which case these Terms will be amended but only with respect to that specific Order). Company's obligations under any Order are expressly conditioned upon Customer's acceptance of these Terms, which acceptance may be express or implied, and Customer's delivery of payment or receipt of Services shall constitute acceptance of these Terms. COMPANY EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS SET FORTH IN ANY REQUEST (RFQ/RFP), PROPOSAL, PURCHASE ORDER, CONFIRMATION OR OTHER SIMILAR DOCUMENTATION THAT ATTEMPT TO IMPOSE UPON COMPANY TERMS AND CONDITIONS THAT DIFFER FROM OR ARE IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WILL BE OF ANY FORCE OR EFFECT. COMPANY'S PERFORMANCE OR FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY CUSTOMER DOCUMENTATION SHALL NOT BE DEEMED TO WAIVE ANY PROVISION OF THESE TERMS, OR CONSTITUTE ASSENT TO ANY SUCH ADDITIONAL, DIFFERENT, OR INCONSISTENT TERMS. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry.

2. Price; Payment Terms. Customer shall purchase Products and Services and lease Equipment from Company at the prices set forth in the Agreement. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements, timing delays, Tariffs, surcharges or other terms and conditions that are not part of Company's original Without limiting the generality of the foregoing sentence, in the event that any tariff, duty, tax, surcharge, or other governmental-imposed fee (collectively, "Tariff") is imposed, modified, or increased by the United States government or any other governmental authority after the date of the Agreement, and such Tariff directly or indirectly increases Company's cost of sourcing, providing or delivering the Products, Services or Equipment, Company shall have the right to adjust the pricing for the Products, Services or Equipment to fully offset the increased costs incurred by Company due to such Tariff. Unless otherwise confirmed in writing by Company, all prices are exclusive of sales, use, and excise taxes and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer, and Customer is responsible to pay all such charges, costs, and taxes. With respect to Products or Services, Customer shall pay all invoiced amounts within thirty (30) days of the date of the invoice, unless otherwise agreed to in writing by the parties. With respect to leased Equipment, Customer shall pay the fee specified in the Agreement on or before the first day of each calendar month during the Term (which amount will be prorated for any partial months), commencing on the first day of the Term. **NOTE:** Customer will incur an additional 3% processing fee if it elects to submit payment via credit card. This notice serves as the required communication per the requirements of Visa, MasterCard, American Express, and Discover for rules to display a notice of surcharge at the point of sale. Outstanding balances not paid when due are subject to late charges accruing from the date of the invoice at the rate of the lesser of one and a half percent (1.5%) per month or the highest rate permissible under applicable law. Customer shall reimburse Company for any costs incurred to collect late payments, including attorneys' and collection agencies' fees. Company's receipt of any partial payment shall not constitute a waiver by Company of any of its rights under the Agreement. If Customer fails to pay any amounts when due under the Agreement, Company may, without limiting its other rights or remedies, suspend the performance of Services or the delivery of Products or take action to repossess Equipment, without notice, legal process, prior judicial hearing, or other liability for other damage arising from such actions. Customer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company. Until full payment of all invoiced amounts due Company for any Products, and as collateral security for the payment of all such amounts, Customer hereby grants to Company a lien on and security interest in and to all of the rights, title, and interest of Customer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code ("UCC").

3. Credit Approval. Delivery and/or performance under these Terms are subject to the approval of Company's credit department. Company may at any time decline to deliver Products/Equipment or perform Services or any part

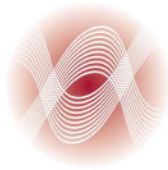


thereof except upon receipt of payment in advance or upon such other payment terms as are acceptable to Company's credit department, including, without limitation, receipt of a minimum down payment or advance payment.

4. Delivery; Performance. Equipment and Products will be delivered within a reasonable time after Company's receipt and acceptance of Customer's purchase order. Company will use commercially reasonable efforts to meet the estimated delivery date, but Company does not guarantee delivery dates and will not be liable for any delay, loss, or damage in transit. Products and Equipment shall be delivered FOB Company's designated shipping point identified in the Order (the "Delivery Point"), using Company's standard methods for packaging and shipping, unless otherwise specified in the Order. Title and risk of loss shift to Customer upon delivery to the designated carrier at the Delivery Point. Customer is responsible for all costs and expenses relating to shipment of Products/Equipment (including loading, freight, and insurance) and shall provide equipment and labor reasonably suited for receipt of Products/Equipment at the Delivery Point. Customer shall be responsible for all costs and expenses, including storage and re-delivery costs, relating to the delay in shipment or delivery of Products due to any act or omission of Customer. Company may make partial shipments of Products to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's order. Company shall not be liable for any non-delivery of Products unless Customer gives written notice to Company of the non-delivery within ten (10) days of the date when the Products would in the ordinary course of events have been received. Company shall use reasonable efforts to meet any performance dates to render the Services specified in the Order, and any such dates are estimates only. With respect to Services, Customer shall (a) cooperate with Company in all matters relating to the Services, (b) respond promptly to any of Company's requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services in accordance with the requirements of the Agreement, and (c) provide materials or information as Company may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

5. Inspection; Acceptance. Customer shall inspect Products/Equipment within ten (10) days of delivery (the "Inspection Period"). Customer will be deemed to have irrevocably accepted Products/Equipment unless it notifies Company in writing of any alleged shortage, error in delivery, or defective or non-conforming Products/Equipment ("Nonconforming Products") during the Inspection Period and provides Company with pictures, samples or other evidence documenting the alleged nonconformance as may be required by Company. If Customer timely notifies Company of any Nonconforming Products, Company shall, in its sole discretion and at its sole option, (a) replace the Nonconforming Products or (b) credit or refund to Customer the price of the Nonconforming Products. Customer acknowledges that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of Nonconforming Products.

6. Leased Equipment. Company grants to Customer a non-exclusive, non- transferrable, non-sublicensable lease to use of any leased Equipment for the period set forth in the Order (the "Term"), unless sooner terminated pursuant to the Agreement. Title to Equipment shall at all times remain vested in Company, and Customer shall have no right, title, interest, or claim in or to the Equipment, or any part thereof, except for a leasehold interest as expressly provided in the Company may file UCC "notice filings" as it determines necessary to evidence its title to the Equipment. Notwithstanding Company's ownership of Equipment, Customer shall bear the entire risk of loss, theft, damage, or destruction of the Equipment ("Damage") during the Term from any cause whatsoever, whether or not insured. Customer shall immediately report any Damage and no Damage shall relieve Customer of the obligations under the Agreement. Customer shall keep the Equipment free and clear from all liens and encumbrances, and shall not sublet, mortgage, pledge, sell, dispose of any interest in the Equipment or otherwise allow any third party to use the Equipment, without Company's prior written consent. Customer shall: (a) use Equipment solely for its intended purpose and take all actions necessary to deter any abuse or misuse of the Equipment, (b) permit the Equipment to be operated only by trained, experienced, competent, and qualified personnel, each of whom shall use reasonable care in operating and using the Equipment, and (c) at Customer's sole expense, keep and maintain the Equipment in good and safe repair, condition, and working order, and supply, fill, and install all consumable fluids, replacement wear parts, and accessories required to maintain the Equipment in good and safe working order. Customer shall keep and store the Equipment at the location expressly permitted by Company and will not remove the Equipment from said location without Company's prior written consent (d) promptly notify Company of each accident involving the Equipment, including time, place, nature of accident or damage and such other

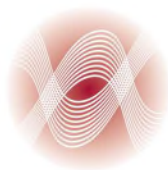


information as available; advise Company of all correspondence, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damages from liable third parties. Company may at any time inspect the Equipment or observe its use upon prior notice to Customer. Customer shall maintain complete and accurate records relating to the maintenance of the Equipment and allow Company to inspect and make copies of such records, provided that such inspection takes place during Customer's regular business hours. Company may repossess the Equipment or require Customer promptly redeliver the Equipment at any time upon prior notice to Customer, including after expiration or termination of the Term. Customer is solely responsible for securing and maintaining in full force and effect any licenses or approvals that may be required for use of the Equipment. Customer may not alter the Equipment or make additions, modifications, subtractions, or improvements to the Equipment without the prior written consent of Company. Any approved alterations, modifications, additions, subtractions, or improvements must be performed by persons authorized by Company and shall become the property of Company and be deemed to be a part of the Equipment. Upon expiration or termination of the Term, Customer shall return the Equipment to Company, at Customer's sole expense, in the same condition as Customer received the Equipment, normal wear and tear excepted, and free and clear of all encumbrances. **ALL EQUIPMENT IS LEASED FROM COMPANY IN ITS "AS IS, WHERE IS" CONDITION AND COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

Customer shall, at its own expense, maintain and carry insurance in full force and effect with financially sound, reputable, and duly qualified insurers for the total replacement cost of the Equipment and commercial general liability insurance (including bodily injury, death, property damage, and contractual liability) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Customer shall provide Company with a certificate of insurance evidencing the insurance coverage specified in the Agreement. The certificate of insurance shall name Company as an additional insured. Customer shall provide Company with thirty (30) days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by applicable law, Customer shall require its insurer to waive all rights of subrogation against Company's insurers and Company. The proceeds of such insurance, at the option of Company, will be applied toward the replacement, restoration, or repair of the Equipment, or toward payment of Customer's obligations hereunder.

7. Customer's Acts or Omissions. If Company's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. No Product Warranty. Customer acknowledges that Company is not the manufacturer of the Products and that all warranties are provided directly by the manufacturer of the Products ("OEM"). To the extent transferable, Company will assign and/or pass-through to Customer any applicable Product warranties, indemnities, and remedies provided with respect to the Product by the OEM. **COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ORAL OR WRITTEN, EXPRESS, OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY RELATING TO THE PRODUCTS SHALL BE THE REMEDY AFFORDED TO SUCH PARTIES BY THE OEM'S PRODUCT WARRANTY.** Customer acknowledges and agrees that: (a) any pre-owned Products/Equipment are used and have been used by persons other than Company; (b) Products/Equipment may contain Hazardous Materials that may be or may become directly or indirectly hazardous to life, health, or property (by reason of toxicity, flammability, explosiveness, or otherwise during use, handling, cleaning, reconditioning, disposal, or at any other time); and (c) Products/Equipment may be dangerous if improperly used, and Customer should obtain directly from the OEM the most current installation, operation and maintenance manuals and other information to ensure the safe operation of the

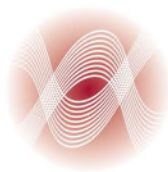


Products/Equipment. For purposes hereof, "Hazardous Materials" means: (i) any biologically or chemically active or other toxic or hazardous wastes, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; (b) any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. §2601, et seq.; (c) any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §1251, et seq., as amended; (d) any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §7401 et seq.; (e) any hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq.; and (f) any hazardous or toxic substances or pollutant regulated under any other requirements. Without limiting the generality of the foregoing Section 8, except for damages or other losses arising out of Company's negligence or willful misconduct, Customer acknowledges and agrees that Company shall not be responsible for defects, damage, downtime, product failure or other issues with the Products that are discovered during the services performed by Company pursuant to a Planned Maintenance Agreement or similar agreement (whether such services involve annual, semi-annual, quarterly or custom service or load bank testing). Customer shall be responsible for the cost of (i) any repairs to Products on a time and materials basis and (ii) the cost of renting replacement Products while an existing Product is being repaired.

9. Limited Service Warranty. Company warrants that it will perform any Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Company shall not be liable for an alleged breach of the warranties set forth in this Section unless Customer notifies Company in writing of the defective Services at least ten (10) days after Customer discovers or reasonably should have discovered the defect. Any service warranty claim shall be deemed waived by Customer if not made in writing within such ten (10) day period. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY GIVEN BY COMPANY WITH RESPECT TO THE SERVICES AND COMPANY MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED SERVICE WARRANTY IS RE-PERFORMANCE OF THE APPLICABLE SERVICES.**

10. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE/PROFIT, DAMAGE TO REPUTATION OR GOODWILL, DIMINUTION OR DEPRECIATION IN VALUE, DELAY OR IDLE TIME FOR LABOR AND EQUIPMENT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS, EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

11. Indemnification. To the fullest extent permitted by applicable law, Customer shall indemnify and defend and hold harmless Company (and its directors, officers, managers, equity holders, employees, representatives, agents, successors and assigns) from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses (including reasonable attorneys' fees) incurred by Company, relating to, arising out of or resulting from any claim against Company alleging: (a) a breach or nonfulfillment of any of Customer's covenants set forth in this Agreement; (b) any negligent or more culpable act or omission of Customer (including recklessness or willful misconduct); (c) any bodily injury, death of any person or damage to property caused by the acts or omissions of Customer, including, without limitation, arising out of the shipment, handling, use, operation, storage or maintenance of the Products/Equipment in any manner that does not conform to industry standards or any specific usage instructions, guidelines or specifications provided by Company or the OEM; or (d) any failure by Customer



to comply with any applicable laws, rules or regulations. Company's remedies are cumulative and in addition to any other remedies available at law, in equity, by contract or otherwise. No purported limitation on Company's remedies contained in any other Customer form or document shall operate to reduce this indemnification obligation.

12. Confidential Information. All non-public, confidential, or proprietary information of Company, including, without limitation, information relating to its products, specifications, technology, designs, processes, machinery, equipment, plans, policies, procedures, employees, assets, discoveries, know-how, trademarks, patents, copyrights, trade secrets, prices, marketing, expenses, business plans, financial statements, customers and suppliers, and any other proprietary business and technical information, documents, or data disclosed by Company to Customer, whether disclosed orally or in writing or electronic or other form or media, and whether or not marked, designated, or otherwise identified as confidential in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless Customer receives advance written authorization from Company. Upon Company's request, Customer shall promptly return all documents and other materials received from Company. This Section does not apply to information that (a) is publicly available or becomes publicly available through no fault of Customer, (b) is already known to Customer at the time of disclosure, or (c) is rightfully obtained by Customer from a third party that is not obligated by an existing duty of confidentiality with respect to the information. Company shall be entitled to injunctive relief for any violation of this Section.

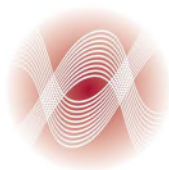
13. Force Majeure. Company will not be liable to Customer or any third party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement caused by or resulting from acts or circumstances beyond its direct and reasonable control, including, without limitation (a) acts of God, (b) flood, fire, earthquake, epidemic, or explosion, (c) war, invasion, hostilities, terrorist threats or acts, riots, or other civil unrest, (d) acts or omissions of any governmental authority, (e) national or regional emergencies, (f) strikes, labor disputes or shortages, or nonperformance by a third party, (g) restraints or delays affecting carriers, or (h) inability or delay in obtaining supplies of adequate or suitable materials, essential equipment or telecommunication breakdown, or power outage. If delay is caused by any such circumstances, Company may terminate all or any portion of the Agreement or extend any date upon which performance is due, without liability to Customer.

14. Relationship of Parties. The relationship between Customer and Company is that of independent contractors. Nothing contained in the Agreement shall be construed as creating an agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner. The Agreement is for the sole benefit of the parties to the Agreement and their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

15. Termination. Customer may not cancel or defer any Order following acceptance by Company. Company may terminate any Order (and if applicable, discontinue performance of Services thereunder) immediately upon written notice to Customer if Customer: (a) fails to pay any amount when due under this Agreement (or any other agreement between the parties); (b) has not otherwise performed or complied, in whole or in part, with any of the terms or conditions of this Agreement; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Customer will pay Company for Services completed prior to the termination or expiration of any Order. Customer shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Company in connection with enforcing this Agreement.

16. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and all Company rules, regulations, and policies of which Customer has been made aware. Customer shall maintain in effect all licenses, permissions, authorizations, consents, and permits that are necessary to carry out its obligations under the Agreement.

17. Miscellaneous. The Agreement may not be modified or amended unless in writing and signed by both parties. Customer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. All matters



arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any conflicts of laws provisions. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal or state courts located within Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. No waiver by Company of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement shall be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege under the Agreement precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction. Provisions of these Terms that by their nature should apply beyond their terms will remain in force after delivery of Products/Equipment or performance of Services and any termination or expiration of the Agreement.

18. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement shall be in writing and shall be deemed sufficiently given and received in all respects when hand delivered, when sent by email (with confirmation of transmission), when sent by a reputable overnight courier service (with all fees pre-paid), or three (3) days after being deposited in the United States mail (return receipt requested, postage prepaid), addressed to Company or Customer at the addresses set forth on the face of the Order (or to such other address as the receiving party may designate in writing).



Total Energy Systems, LLC

Quote

#PROPOSAL5732
7/17/2026

Bill To

City of Mineral Point
137 High St., Ste 1
Mineral Point WI 53565
United States

TOTAL

\$42,200.00

Expires	Exp. Close	Project	Sales Rep	Shipping Method
8/16/2026	9/15/2026		KYLE MEYERS	Best Way

Customer	Cust. Phone	Lead Time
55640 PREPAY TERMS- INFREQUENT - PRE-OWNED EQUIPMENT (TES)		

Quantity	Item	Description	Price	Amt.
1	PRE OWNED GENERATOR- C	2012 - Cummins 100KW DSGAA 187hrs, 277/480V 335 Gal Tank	\$33,500.00	\$33,500.00
1	FREIGHT	FREIGHT - F.O.B. JOBSITE	\$2,550.00	\$2,550.00
1	START UP	START UP	\$3,950.00	\$3,950.00

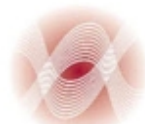
Memo: City of Mineral Point - 30 day warranty from purchase date.



PROPOSAL5732

PRICING VAILD 14 DAYS FROM PROPOSAL DATE

1 of 3



TELOCIN GROUP, INC. TERMS AND CONDITIONS OF SALE

1. Agreement. These terms and conditions of sale (these "Terms") apply to and are the only terms that govern the sale and supply of products ("Products") and services ("Services") and/or the lease of equipment ("Equipment") described in any proposal, quote, order acknowledgment, invoice or other documentation to which these Terms are attached ("Order") by Telocin Group, Inc. or its subsidiaries, Total Energy Systems, LLC or Total Industrial Air, LLC (each, a "Company") to the buyer named on the Order ("Customer"). The Order and these Terms (together, the "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous communications, understandings, or agreements between the parties, whether verbal or written. If any provision in these Terms conflicts, or is otherwise inconsistent with, any provision in the Order, then the provisions set forth in these Terms will govern and control (unless the parties have expressly provided in such Order that a specific provision of these Terms is amended, in which case these Terms will be amended but only with respect to that specific Order). Company's obligations under any Order are expressly conditioned upon Customer's acceptance of these Terms, which acceptance may be express or implied, and Customer's delivery of payment or receipt of Services shall constitute acceptance of these Terms. COMPANY EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS SET FORTH IN ANY REQUEST (RFQ/RFP), PROPOSAL, PURCHASE ORDER, CONFIRMATION OR OTHER SIMILAR DOCUMENTATION THAT ATTEMPT TO IMPOSE UPON COMPANY TERMS AND CONDITIONS THAT DIFFER FROM OR ARE IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WILL BE OF ANY FORCE OR EFFECT. COMPANY'S PERFORMANCE OR FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY CUSTOMER DOCUMENTATION SHALL NOT BE DEEMED TO WAIVE ANY PROVISION OF THESE TERMS, OR CONSTITUTE ASSENT TO ANY SUCH ADDITIONAL, DIFFERENT, OR INCONSISTENT TERMS. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry.

2. Price; Payment Terms. Customer shall purchase Products and Services and lease Equipment from Company at the prices set forth in the Agreement. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements, timing delays, Tariffs, surcharges or other terms and conditions that are not part of Company's original quotation. Without limiting the generality of the foregoing sentence, in the event that any tariff, duty, tax, surcharge, or other governmental-imposed fee (collectively, "Tariff") is imposed, modified, or increased by the United States government or any other governmental authority after the date of the Agreement, and such Tariff directly or indirectly increases Company's cost of sourcing, providing or delivering the Products, Services or Equipment, Company shall have the right to adjust the pricing for the Products, Services or Equipment to fully offset the increased costs incurred by Company due to such Tariff. Unless otherwise confirmed in writing by Company, all prices are exclusive of sales, use, and excise taxes and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer, and Customer is responsible to pay all such charges, costs, and taxes. With respect to Products or Services, Customer shall pay all invoiced amounts within thirty (30) days of the date of the invoice, unless otherwise agreed to in writing by the parties. With respect to leased Equipment, Customer shall pay the fee specified in the Agreement on or before the first day of each calendar month during the Term (which amount will be prorated for any partial months), commencing on the first day of the Term. NOTE: Customer will incur an additional 3% processing fee if it elects to submit payment via credit card. This notice serves as the required communication per the requirements of Visa, MasterCard, American Express, and Discover for rules to display a notice of surcharge at the point of sale. Outstanding balances not paid when due are subject to late charges accruing from the date of the invoice at the rate of the lesser of one and a half percent (1.5%) per month or the highest rate permissible under applicable law. Customer shall reimburse Company for any costs incurred to collect late payments, including attorneys' and collection agencies' fees. Company's receipt of any partial payment shall not constitute a waiver by Company of any of its rights under the Agreement. If Customer fails to pay any amounts when due under the Agreement, Company may, without limiting its other rights or remedies, suspend the performance of Services or the delivery of Products or take action to repossess Equipment, without notice, legal process, prior judicial hearing, or other liability for other damage arising from such actions. Customer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company. Until full payment of all invoiced amounts due Company for any Products, and as collateral security for the payment of all such amounts, Customer hereby grants to Company a lien on and security interest in and to all of the rights, title, and interest of Customer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code ("UCC").

3. Credit Approval. Delivery and/or performance under these Terms are subject to the approval of Company's credit department. Company may at any time decline to deliver Products/ Equipment or perform Services or any part thereof except upon receipt of payment in advance or upon such other payment terms as are acceptable to Company's credit department, including, without limitation, receipt of a minimum down payment or advance payment.

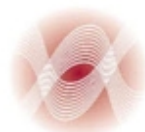
4. Delivery; Performance. Equipment and Products will be delivered within a reasonable time after Company's receipt and acceptance of Customer's purchase order. Company will use commercially reasonable efforts to meet the estimated delivery date, but Company does not guarantee delivery dates and will not be liable for any delay, loss, or damage in transit. Products and Equipment shall be delivered FOB Company's designated shipping point identified in the Order (the "Delivery Point"), using Company's standard methods for packaging and shipping, unless otherwise specified in the Order. Title and risk of loss shift to Customer upon delivery to the designated carrier at the Delivery Point. Customer is responsible for all costs and expenses relating to shipment of Products/ Equipment (including loading, freight, and insurance) and shall provide equipment and labor reasonably suited for receipt of Products/ Equipment at the Delivery Point. Customer shall be responsible for all costs and expenses, including storage and re-delivery costs, relating to the delay in shipment or delivery of

Products due to any act or omission of Customer. Company may make partial shipments of Products to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's order. Company shall not be liable for any non-delivery of Products unless Customer gives written notice to Company of the non-delivery within ten (10) days of the date when the Products would in the ordinary course of events have been received. Company shall use reasonable efforts to meet any performance dates to render the Services specified in the Order, and any such dates are estimates only. With respect to Services, Customer shall (a) cooperate with Company in all matters relating to the Services, (b) respond promptly to any of Company's requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services in accordance with the requirements of the Agreement, and (c) provide materials or information as Company may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

5. Inspection; Acceptance. Customer shall inspect Products/Equipment within ten (10) days of delivery (the "Inspection Period"). Customer will be deemed to have irrevocably accepted Products/Equipment unless it notifies Company in writing of any alleged shortage, error in delivery, or defective or non-conforming Products/Equipment ("Nonconforming Products") during the Inspection Period and provides Company with pictures, samples or other evidence documenting the alleged nonconformance as may be required by Company. If Customer timely notifies Company of any Nonconforming Products, Company shall, in its sole discretion and at its sole option, (a) replace the Nonconforming Products or (b) credit or refund to Customer the price of the Nonconforming Products. Customer acknowledges that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of Nonconforming Products.

6. Leased Equipment. Company grants to Customer a non-exclusive, non-transferrable, non-sublicensable lease to use of any leased Equipment for the period set forth in the Order (the "Term"), unless sooner terminated pursuant to the Agreement. Title to Equipment shall at all times remain vested in Company, and Customer shall have no right, title, interest, or claim in or to the Equipment, or any part thereof, except for a leasehold interest as expressly provided in the Agreement. Company may file UCC "notice filings" as it determines necessary to evidence its title to the Equipment. Notwithstanding Company's ownership of Equipment, Customer shall bear the entire risk of loss, theft, damage, or destruction of the Equipment ("Damage") during the Term from any cause whatsoever, whether or not insured. Customer shall immediately report any Damage and no Damage shall relieve Customer of the obligations under the Agreement. Customer shall keep the Equipment free and clear from all liens and encumbrances, and shall not sublet, mortgage, pledge, sell, dispose of any interest in the Equipment or otherwise allow any third party to use the Equipment, without Company's prior written consent. Customer shall: (a) use Equipment solely for its intended purpose and take all actions necessary to deter any abuse or misuse of the Equipment, (b) permit the Equipment to be operated only by trained, experienced, competent, and qualified personnel, each of whom shall use reasonable care in operating and using the Equipment, and (c) at Customer's sole expense, keep and maintain the Equipment in good and safe repair, condition, and working order, and supply, fill, and install all consumable fluids, replacement wear parts, and accessories required to maintain the Equipment in good and safe working order. Customer shall keep and store the Equipment at the location expressly permitted by Company and will not remove the Equipment from said location without Company's prior written consent (d) promptly notify Company of each accident involving the Equipment, including time, place, nature of accident or damage and such other information as available; advise Company of all correspondence, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damages from liable third parties. Company may at any time inspect the Equipment or observe its use upon prior notice to Customer. Customer shall maintain complete and accurate records relating to the maintenance of the Equipment and allow Company to inspect and make copies of such records, provided that such inspection takes place during Customer's regular business hours. Company may repossess the Equipment or require Customer promptly redeliver the Equipment at any time upon prior notice to Customer, including after expiration or termination of the Term. Customer is solely responsible for securing and maintaining in full force and effect any licenses or approvals that may be required for use of the Equipment. Customer may not alter the Equipment or make additions, modifications, subtractions, or improvements to the Equipment without the prior written consent of Company. Any approved alterations, modifications, additions, subtractions, or improvements must be performed by persons authorized by Company and shall become the property of Company and be deemed to be a part of the Equipment. Upon expiration or termination of the Term, Customer shall return the Equipment to Company, at Customer's sole expense, in the same condition as Customer received the Equipment, normal wear and tear excepted, and free and clear of all encumbrances. ALL EQUIPMENT IS LEASED FROM COMPANY IN ITS "AS IS, WHERE IS" CONDITION AND COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Customer shall, at its own expense, maintain and carry insurance in full force and effect with financially sound, reputable, and duly qualified insurers for the total replacement cost of the Equipment and commercial general liability insurance (including bodily injury, death, property damage, and contractual liability) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Customer shall provide Company with a certificate of insurance evidencing the insurance coverage specified in the Agreement. The certificate of insurance shall name Company as an additional insured. Customer shall provide Company with thirty (30) days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by applicable law, Customer shall require its insurer to waive all rights of subrogation against Company's insurers and Company. The proceeds of such insurance, at the option of Company, will be applied toward the replacement, restoration, or repair of the Equipment, or toward payment of Customer's obligations hereunder.





7. Customer's Acts or Omissions. If Company's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. No Product Warranty. Customer acknowledges that Company is not the manufacturer of the Products and that all warranties are provided directly by the manufacturer of the Products ("OEM"). To the extent transferable, Company will assign and/or pass-through to Customer any applicable Product warranties, indemnities, and remedies provided with respect to the Product by the OEM. COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ORAL OR WRITTEN, EXPRESS, OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY RELATING TO THE PRODUCTS SHALL BE THE REMEDY AFFORDED TO SUCH PARTIES BY THE OEM'S PRODUCT WARRANTY. Customer acknowledges and agrees that: (a) any pre-owned Products/Equipment are used and have been used by persons other than Company; (b) Products/Equipment may contain Hazardous Materials that may be or may become directly or indirectly hazardous to life, health, or property (by reason of toxicity, flammability, explosiveness, or otherwise during use, handling, cleaning, reconditioning, disposal, or at any other time); and (c) Products/Equipment may be dangerous if improperly used, and Customer should obtain directly from the OEM the most current installation, operation and maintenance manuals and other information to ensure the safe operation of the Products/Equipment. For purposes hereof, "Hazardous Materials" means: (i) any biologically or chemically active or other toxic or hazardous wastes, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. §9601, et seq.; (b) any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. §2601, et seq.; (c) any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §1251, et seq., as amended; (d) any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §7401 et seq.; (e) any hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq.; and (f) any hazardous or toxic substances or pollutant regulated under any other requirements. Without limiting the generality of the foregoing Section 8, except for damages or other losses arising out of Company's negligence or willful misconduct, Customer acknowledges and agrees that Company shall not be responsible for defects, damage, downtime, product failure or other issues with the Products that are discovered during the services performed by Company pursuant to a Planned Maintenance Agreement or similar agreement (whether such services involve annual, semi-annual, quarterly or custom service or load bank testing). Customer shall be responsible for the cost of (i) any repairs to Products on a time and materials basis and (ii) the cost of renting replacement Products while an existing Product is being repaired.

9. Limited Service Warranty. Company warrants that it will perform any Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Company shall not be liable for an alleged breach of the warranties set forth in this Section unless Customer notifies Company in writing of the defective Services at least ten (10) days after Customer discovers or reasonably should have discovered the defect. Any service warranty claim shall be deemed waived by Customer if not made in writing within such ten (10) day period. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY GIVEN BY COMPANY WITH RESPECT TO THE SERVICES AND COMPANY MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED SERVICE WARRANTY IS RE-PERFORMANCE OF THE APPLICABLE SERVICES.

10. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE/PROFIT, DAMAGE TO REPUTATION OR GOODWILL, DIMINUTION OR DEPRECIATION IN VALUE, DELAY OR IDLE TIME FOR LABOR AND EQUIPMENT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS, EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

11. Indemnification. To the fullest extent permitted by applicable law, Customer shall indemnify and defend and hold harmless Company (and its directors, officers, managers, equity holders, employees, representatives, agents, successors and assigns) from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses (including reasonable attorneys' fees) incurred by Company, relating to, arising out of or resulting from any claim against Company alleging: (a) a breach or nonfulfillment of any of Customer's covenants set forth in this Agreement; (b) any negligent or more culpable act or omission of Customer (including recklessness or willful misconduct); (c) any bodily injury, death of any person or damage to property caused by the acts or omissions of Customer, including, without limitation, arising out of the shipment, handling, use, operation, storage or maintenance of the Products/Equipment in any manner that does not conform to industry standards or any specific usage instructions, guidelines or specifications provided by Company or the OEM; or (d) any failure by Customer to comply with any applicable laws, rules or regulations. Company's remedies are cumulative and in addition to any other remedies available at law, in equity, by contract or otherwise. No purported limitation on Company's remedies contained in any other Customer form or document shall operate to reduce this indemnification obligation.

12. Confidential Information. All non-public, confidential, or proprietary information of Company, including, without limitation, information relating to its products, specifications, technology, designs, processes, machinery, equipment, plans, policies, procedures, employees, assets, discoveries, know-how, trademarks, patents, copyrights, trade secrets, prices, marketing, expenses, business plans, financial statements, customers and suppliers, and any other proprietary business and technical information, documents, or data disclosed by Company to Customer, whether disclosed orally or in writing or electronic or other form or media, and whether or not marked, designated, or otherwise identified as confidential in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless Customer receives advance written authorization from Company. Upon Company's request, Customer shall promptly return all documents and other materials received from Company. This Section does not apply to information that (a) is publicly available or becomes publicly available through no fault of Customer, (b) is already known to Customer at the time of disclosure, or (c) is rightfully obtained by Customer from a third party that is not obligated by an existing duty of confidentiality with respect to the information. Company shall be entitled to injunctive relief for any violation of this Section.

13. Force Majeure. Company will not be liable to Customer or any third party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement caused by or resulting from acts or circumstances beyond its direct and reasonable control, including, without limitation (a) acts of God, (b) flood, fire, earthquake, epidemic, or explosion, (c) war, invasion, hostilities, terrorist threats or acts, riots, or other civil unrest, (d) acts or omissions of any governmental authority, (e) national or regional emergencies, (f) strikes, labor disputes or shortages, or nonperformance by a third party, (g) restraints or delays affecting carriers, or (h) inability or delay in obtaining supplies of adequate or suitable materials, essential equipment or telecommunication breakdown, or power outage. If delay is caused by any such circumstances, Company may terminate all or any portion of the Agreement or extend any date upon which performance is due, without liability to Customer.

14. Relationship of Parties. The relationship between Customer and Company is that of independent contractors. Nothing contained in the Agreement shall be construed as creating an agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. The Agreement is for the sole benefit of the parties to the Agreement and their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

15. Termination. Customer may not cancel or defer any Order following acceptance by Company. Company may terminate any Order (and if applicable, discontinue performance of Services thereunder) immediately upon written notice to Customer if Customer: (a) fails to pay any amount when due under this Agreement (or any other agreement between the parties); (b) has not otherwise performed or complied, in whole or in part, with any of the terms or conditions of this Agreement; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Customer will pay Company for Services completed prior to the termination or expiration of any Order. Customer shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Company in connection with enforcing this Agreement.

16. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and all Company rules, regulations, and policies of which Customer has been made aware. Customer shall maintain in effect all licenses, permissions, authorizations, consents, and permits that are necessary to carry out its obligations under the Agreement.

17. Miscellaneous. The Agreement may not be modified or amended unless in writing and signed by both parties. Customer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any conflicts of laws provisions. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal or state courts located within Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. No waiver by Company of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement shall be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege under the Agreement precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction. Provisions of these Terms that by their nature should apply beyond their terms will remain in force after delivery of Products/Equipment or performance of Services and any termination or expiration of the Agreement.

18. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement shall be in writing and shall be deemed sufficiently given and received in all respects when hand delivered, when sent by email (with confirmation of transmission), when sent by a reputable overnight courier service (with all fees pre-paid), or three (3) days after being deposited in the United States mail (return receipt requested, postage prepaid), addressed to Company or Customer at the addresses set forth on the face of the Order (or to such other address as the receiving party may designate in writing).





Total Energy Systems, LLC

Quote

#PROPOSAL5732
7/17/2026

Bill To

City of Mineral Point
137 High St., Ste 1
Mineral Point WI 53565
United States

TOTAL

\$58,475.49

Expires	Exp. Close	Project	Sales Rep	Shipping Method
8/16/2026	9/15/2026		KYLE MEYERS	Best Way

Customer	Cust. Phone	Lead Time
55640 PREPAY TERMS- INFREQUENT - PRE-OWNED EQUIPMENT (TES)		

Quantity	Item	Description	Price	Amt.
1	PRE OWNED GENERATOR- C	NEW REHLKO 100REOZJF JOHN DEERE 209 GAL TANK	\$48,677.00	\$48,677.00
1	FREIGHT	FREIGHT - F.O.B. JOBSITE	\$2,800.00	\$2,800.00
1	START UP	START UP	\$3,950.00	\$3,950.00

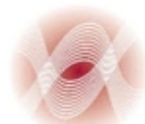
Memo: City of Mineral Point



PROPOSAL5732

PRICING VAILD 14 DAYS FROM PROPOSAL DATE

1 of 3



TELOCIN GROUP, INC. TERMS AND CONDITIONS OF SALE

1. Agreement. These terms and conditions of sale (these "Terms") apply to and are the only terms that govern the sale and supply of products ("Products") and services ("Services") and/or the lease of equipment ("Equipment") described in any proposal, quote, order acknowledgment, invoice or other documentation to which these Terms are attached ("Order") by Telocin Group, Inc. or its subsidiaries, Total Energy Systems, LLC or Total Industrial Air, LLC (each, a "Company") to the buyer named on the Order ("Customer"). The Order and these Terms (together, the "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous communications, understandings, or agreements between the parties, whether verbal or written. If any provision in these Terms conflicts, or is otherwise inconsistent with, any provision in the Order, then the provisions set forth in these Terms will govern and control (unless the parties have expressly provided in such Order that a specific provision of these Terms is amended, in which case these Terms will be amended but only with respect to that specific Order). Company's obligations under any Order are expressly conditioned upon Customer's acceptance of these Terms, which acceptance may be express or implied, and Customer's delivery of payment or receipt of Services shall constitute acceptance of these Terms. COMPANY EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS SET FORTH IN ANY REQUEST (RFQ/RFP), PROPOSAL, PURCHASE ORDER, CONFIRMATION OR OTHER SIMILAR DOCUMENTATION THAT ATTEMPT TO IMPOSE UPON COMPANY TERMS AND CONDITIONS THAT DIFFER FROM OR ARE IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH HEREIN. NO SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WILL BE OF ANY FORCE OR EFFECT. COMPANY'S PERFORMANCE OR FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY CUSTOMER DOCUMENTATION SHALL NOT BE DEEMED TO WAIVE ANY PROVISION OF THESE TERMS, OR CONSTITUTE ASSENT TO ANY SUCH ADDITIONAL, DIFFERENT, OR INCONSISTENT TERMS. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry.

2. Price; Payment Terms. Customer shall purchase Products and Services and lease Equipment from Company at the prices set forth in the Agreement. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements, timing delays, Tariffs, surcharges or other terms and conditions that are not part of Company's original quotation. Without limiting the generality of the foregoing sentence, in the event that any tariff, duty, tax, surcharge, or other governmental-imposed fee (collectively, "Tariff") is imposed, modified, or increased by the United States government or any other governmental authority after the date of the Agreement, and such Tariff directly or indirectly increases Company's cost of sourcing, providing or delivering the Products, Services or Equipment, Company shall have the right to adjust the pricing for the Products, Services or Equipment to fully offset the increased costs incurred by Company due to such Tariff. Unless otherwise confirmed in writing by Company, all prices are exclusive of sales, use, and excise taxes and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer, and Customer is responsible to pay all such charges, costs, and taxes. With respect to Products or Services, Customer shall pay all invoiced amounts within thirty (30) days of the date of the invoice, unless otherwise agreed to in writing by the parties. With respect to leased Equipment, Customer shall pay the fee specified in the Agreement on or before the first day of each calendar month during the Term (which amount will be prorated for any partial months), commencing on the first day of the Term. NOTE: Customer will incur an additional 3% processing fee if it elects to submit payment via credit card. This notice serves as the required communication per the requirements of Visa, MasterCard, American Express, and Discover for rules to display a notice of surcharge at the point of sale. Outstanding balances not paid when due are subject to late charges accruing from the date of the invoice at the rate of the lesser of one and a half percent (1.5%) per month or the highest rate permissible under applicable law. Customer shall reimburse Company for any costs incurred to collect late payments, including attorneys' and collection agencies' fees. Company's receipt of any partial payment shall not constitute a waiver by Company of any of its rights under the Agreement. If Customer fails to pay any amounts when due under the Agreement, Company may, without limiting its other rights or remedies, suspend the performance of Services or the delivery of Products or take action to repossess Equipment, without notice, legal process, prior judicial hearing, or other liability for other damage arising from such actions. Customer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company. Until full payment of all invoiced amounts due Company for any Products, and as collateral security for the payment of all such amounts, Customer hereby grants to Company a lien on and security interest in and to all of the rights, title, and interest of Customer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code ("UCC").

3. Credit Approval. Delivery and/or performance under these Terms are subject to the approval of Company's credit department. Company may at any time decline to deliver Products/ Equipment or perform Services or any part thereof except upon receipt of payment in advance or upon such other payment terms as are acceptable to Company's credit department, including, without limitation, receipt of a minimum down payment or advance payment.

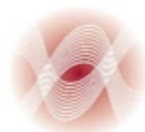
4. Delivery; Performance. Equipment and Products will be delivered within a reasonable time after Company's receipt and acceptance of Customer's purchase order. Company will use commercially reasonable efforts to meet the estimated delivery date, but Company does not guarantee delivery dates and will not be liable for any delay, loss, or damage in transit. Products and Equipment shall be delivered FOB Company's designated shipping point identified in the Order (the "Delivery Point"), using Company's standard methods for packaging and shipping, unless otherwise specified in the Order. Title and risk of loss shift to Customer upon delivery to the designated carrier at the Delivery Point. Customer is responsible for all costs and expenses relating to shipment of Products/ Equipment (including loading, freight, and insurance) and shall provide equipment and labor reasonably suited for receipt of Products/ Equipment at the Delivery Point. Customer shall be responsible for all costs and expenses, including storage and re-delivery costs, relating to the delay in shipment or delivery of

Products due to any act or omission of Customer. Company may make partial shipments of Products to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's order. Company shall not be liable for any non-delivery of Products unless Customer gives written notice to Company of the non-delivery within ten (10) days of the date when the Products would in the ordinary course of events have been received. Company shall use reasonable efforts to meet any performance dates to render the Services specified in the Order, and any such dates are estimates only. With respect to Services, Customer shall (a) cooperate with Company in all matters relating to the Services, (b) respond promptly to any of Company's requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services in accordance with the requirements of the Agreement, and (c) provide materials or information as Company may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

5. Inspection; Acceptance. Customer shall inspect Products/Equipment within ten (10) days of delivery (the "Inspection Period"). Customer will be deemed to have irrevocably accepted Products/Equipment unless it notifies Company in writing of any alleged shortage, error in delivery, or defective or non-conforming Products/Equipment ("Nonconforming Products") during the Inspection Period and provides Company with pictures, samples or other evidence documenting the alleged nonconformance as may be required by Company. If Customer timely notifies Company of any Nonconforming Products, Company shall, in its sole discretion and at its sole option, (a) replace the Nonconforming Products or (b) credit or refund to Customer the price of the Nonconforming Products. Customer acknowledges that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of Nonconforming Products.

6. Leased Equipment. Company grants to Customer a non-exclusive, non-transferrable, non-sublicensable lease to use of any leased Equipment for the period set forth in the Order (the "Term"), unless sooner terminated pursuant to the Agreement. Title to Equipment shall at all times remain vested in Company, and Customer shall have no right, title, interest, or claim in or to the Equipment, or any part thereof, except for a leasehold interest as expressly provided in the Agreement. Company may file UCC "notice filings" as it determines necessary to evidence its title to the Equipment. Notwithstanding Company's ownership of Equipment, Customer shall bear the entire risk of loss, theft, damage, or destruction of the Equipment ("Damage") during the Term from any cause whatsoever, whether or not insured. Customer shall immediately report any Damage and no Damage shall relieve Customer of the obligations under the Agreement. Customer shall keep the Equipment free and clear from all liens and encumbrances, and shall not sublet, mortgage, pledge, sell, dispose of any interest in the Equipment or otherwise allow any third party to use the Equipment, without Company's prior written consent. Customer shall: (a) use Equipment solely for its intended purpose and take all actions necessary to deter any abuse or misuse of the Equipment, (b) permit the Equipment to be operated only by trained, experienced, competent, and qualified personnel, each of whom shall use reasonable care in operating and using the Equipment, and (c) at Customer's sole expense, keep and maintain the Equipment in good and safe repair, condition, and working order, and supply, fill, and install all consumable fluids, replacement wear parts, and accessories required to maintain the Equipment in good and safe working order. Customer shall keep and store the Equipment at the location expressly permitted by Company and will not remove the Equipment from said location without Company's prior written consent (d) promptly notify Company of each accident involving the Equipment, including time, place, nature of accident or damage and such other information as available; advise Company of all correspondence, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damages from liable third parties. Company may at any time inspect the Equipment or observe its use upon prior notice to Customer. Customer shall maintain complete and accurate records relating to the maintenance of the Equipment and allow Company to inspect and make copies of such records, provided that such inspection takes place during Customer's regular business hours. Company may repossess the Equipment or require Customer promptly redeliver the Equipment at any time upon prior notice to Customer, including after expiration or termination of the Term. Customer is solely responsible for securing and maintaining in full force and effect any licenses or approvals that may be required for use of the Equipment. Customer may not alter the Equipment or make additions, modifications, subtractions, or improvements to the Equipment without the prior written consent of Company. Any approved alterations, modifications, additions, subtractions, or improvements must be performed by persons authorized by Company and shall become the property of Company and be deemed to be a part of the Equipment. Upon expiration or termination of the Term, Customer shall return the Equipment to Company, at Customer's sole expense, in the same condition as Customer received the Equipment, normal wear and tear excepted, and free and clear of all encumbrances. ALL EQUIPMENT IS LEASED FROM COMPANY IN ITS "AS IS, WHERE IS" CONDITION AND COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Customer shall, at its own expense, maintain and carry insurance in full force and effect with financially sound, reputable, and duly qualified insurers for the total replacement cost of the Equipment and commercial general liability insurance (including bodily injury, death, property damage, and contractual liability) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Customer shall provide Company with a certificate of insurance evidencing the insurance coverage specified in the Agreement. The certificate of insurance shall name Company as an additional insured. Customer shall provide Company with thirty (30) days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by applicable law, Customer shall require its insurer to waive all rights of subrogation against Company's insurers and Company. The proceeds of such insurance, at the option of Company, will be applied toward the replacement, restoration, or repair of the Equipment, or toward payment of Customer's obligations hereunder.





7. Customer's Acts or Omissions. If Company's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. No Product Warranty. Customer acknowledges that Company is not the manufacturer of the Products and that all warranties are provided directly by the manufacturer of the Products ("OEM"). To the extent transferable, Company will assign and/or pass-through to Customer any applicable Product warranties, indemnities, and remedies provided with respect to the Product by the OEM. COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ORAL OR WRITTEN, EXPRESS, OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY RELATING TO THE PRODUCTS SHALL BE THE REMEDY AFFORDED TO SUCH PARTIES BY THE OEM'S PRODUCT WARRANTY. Customer acknowledges and agrees that: (a) any pre-owned Products/Equipment are used and have been used by persons other than Company; (b) Products/Equipment may contain Hazardous Materials that may be or may become directly or indirectly hazardous to life, health, or property (by reason of toxicity, flammability, explosiveness, or otherwise during use, handling, cleaning, reconditioning, disposal, or at any other time); and (c) Products/Equipment may be dangerous if improperly used, and Customer should obtain directly from the OEM the most current installation, operation and maintenance manuals and other information to ensure the safe operation of the Products/Equipment. For purposes hereof, "Hazardous Materials" means: (i) any biologically or chemically active or other toxic or hazardous wastes, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. §9601, et seq.; (b) any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. §2601, et seq.; (c) any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §1251, et seq., as amended; (d) any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §7401 et seq.; (e) any hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq.; and (f) any hazardous or toxic substances or pollutant regulated under any other requirements. Without limiting the generality of the foregoing Section 8, except for damages or other losses arising out of Company's negligence or willful misconduct, Customer acknowledges and agrees that Company shall not be responsible for defects, damage, downtime, product failure or other issues with the Products that are discovered during the services performed by Company pursuant to a Planned Maintenance Agreement or similar agreement (whether such services involve annual, semi-annual, quarterly or custom service or load bank testing). Customer shall be responsible for the cost of (i) any repairs to Products on a time and materials basis and (ii) the cost of renting replacement Products while an existing Product is being repaired.

9. Limited Service Warranty. Company warrants that it will perform any Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Company shall not be liable for an alleged breach of the warranties set forth in this Section unless Customer notifies Company in writing of the defective Services at least ten (10) days after Customer discovers or reasonably should have discovered the defect. Any service warranty claim shall be deemed waived by Customer if not made in writing within such ten (10) day period. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY GIVEN BY COMPANY WITH RESPECT TO THE SERVICES AND COMPANY MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED SERVICE WARRANTY IS RE-PERFORMANCE OF THE APPLICABLE SERVICES.

10. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE/PROFIT, DAMAGE TO REPUTATION OR GOODWILL, DIMINUTION OR DEPRECIATION IN VALUE, DELAY OR IDLE TIME FOR LABOR AND EQUIPMENT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS, EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

11. Indemnification. To the fullest extent permitted by applicable law, Customer shall indemnify and defend and hold harmless Company (and its directors, officers, managers, equity holders, employees, representatives, agents, successors and assigns) from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses (including reasonable attorneys' fees) incurred by Company, relating to, arising out of or resulting from any claim against Company alleging: (a) a breach or nonfulfillment of any of Customer's covenants set forth in this Agreement; (b) any negligent or more culpable act or omission of Customer (including recklessness or willful misconduct); (c) any bodily injury, death of any person or damage to property caused by the acts or omissions of Customer, including, without limitation, arising out of the shipment, handling, use, operation, storage or maintenance of the Products/Equipment in any manner that does not conform to industry standards or any specific usage instructions, guidelines or specifications provided by Company or the OEM; or (d) any failure by Customer to comply with any applicable laws, rules or regulations. Company's remedies are cumulative and in addition to any other remedies available at law, in equity, by contract or otherwise. No purported limitation on Company's remedies contained in any other Customer form or document shall operate to reduce this indemnification obligation.

12. Confidential Information. All non-public, confidential, or proprietary information of Company, including, without limitation, information relating to its products, specifications, technology, designs, processes, machinery, equipment, plans, policies, procedures, employees, assets, discoveries, know-how, trademarks, patents, copyrights, trade secrets, prices, marketing, expenses, business plans, financial statements, customers and suppliers, and any other proprietary business and technical information, documents, or data disclosed by Company to Customer, whether disclosed orally or in writing or electronic or other form or media, and whether or not marked, designated, or otherwise identified as confidential in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless Customer receives advance written authorization from Company. Upon Company's request, Customer shall promptly return all documents and other materials received from Company. This Section does not apply to information that (a) is publicly available or becomes publicly available through no fault of Customer, (b) is already known to Customer at the time of disclosure, or (c) is rightfully obtained by Customer from a third party that is not obligated by an existing duty of confidentiality with respect to the information. Company shall be entitled to injunctive relief for any violation of this Section.

13. Force Majeure. Company will not be liable to Customer or any third party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement caused by or resulting from acts or circumstances beyond its direct and reasonable control, including, without limitation (a) acts of God, (b) flood, fire, earthquake, epidemic, or explosion, (c) war, invasion, hostilities, terrorist threats or acts, riots, or other civil unrest, (d) acts or omissions of any governmental authority, (e) national or regional emergencies, (f) strikes, labor disputes or shortages, or nonperformance by a third party, (g) restraints or delays affecting carriers, or (h) inability or delay in obtaining supplies of adequate or suitable materials, essential equipment or telecommunication breakdown, or power outage. If delay is caused by any such circumstances, Company may terminate all or any portion of the Agreement or extend any date upon which performance is due, without liability to Customer.

14. Relationship of Parties. The relationship between Customer and Company is that of independent contractors. Nothing contained in the Agreement shall be construed as creating an agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. The Agreement is for the sole benefit of the parties to the Agreement and their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

15. Termination. Customer may not cancel or defer any Order following acceptance by Company. Company may terminate any Order (and if applicable, discontinue performance of Services thereunder) immediately upon written notice to Customer if Customer: (a) fails to pay any amount when due under this Agreement (or any other agreement between the parties); (b) has not otherwise performed or complied, in whole or in part, with any of the terms or conditions of this Agreement; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Customer will pay Company for Services completed prior to the termination or expiration of any Order. Customer shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Company in connection with enforcing this Agreement.

16. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and all Company rules, regulations, and policies of which Customer has been made aware. Customer shall maintain in effect all licenses, permissions, authorizations, consents, and permits that are necessary to carry out its obligations under the Agreement.

17. Miscellaneous. The Agreement may not be modified or amended unless in writing and signed by both parties. Customer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any conflicts of laws provisions. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal or state courts located within Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. No waiver by Company of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement shall be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege under the Agreement precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction. Provisions of these Terms that by their nature should apply beyond their terms will remain in force after delivery of Products/Equipment or performance of Services and any termination or expiration of the Agreement.

18. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement shall be in writing and shall be deemed sufficiently given and received in all respects when hand delivered, when sent by email (with confirmation of transmission), when sent by a reputable overnight courier service (with all fees pre-paid), or three (3) days after being deposited in the United States mail (return receipt requested, postage prepaid), addressed to Company or Customer at the addresses set forth on the face of the Order (or to such other address as the receiving party may designate in writing).



Reference: Mineral Point Lift Station

Proposal Date	Proposal #	Prepared By	Terms
07/20/2026	0021161883	Dustin Blackburn	Net 30 – Pending Approval

DESCRIPTION OF EQUIPMENT AND MATERIALS

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 150 kW Rating, wired for 277/480 VAC Three Phase, 60 Hz
- Permanent Magnet Excitation
- ANSI/CAN/UL/ULC 2200
- EPA Certified, SCAQMD
- Standard Weather Protective Enclosure, Steel
 - Baked-On Powder Coat Finish
- **24" 322 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- DSE G8601 Digital Genset Controller
 - Meets NFPA 99 and 110 requirements, UL6200, CE
 - High-Resolution 240 X 128 Pixel Display
 - Integral LCD Display Heater
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Advanced PLC Functionality
 - 2 RS485 Ports, 2 USB Ports, 1 Ethernet Port, and 1 CANbus Port
 - Engine Sensors: (Examples) Oil Pressure, Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage and Charge Current, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: (Examples) Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp, Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor (on applicable models)
 - Digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection (I2T Function)
 - Configurable Timers
 - Integrated SNMP
 - DSENet (I/O Expansion Module Support)
 - 2 and 3-wire start controls for any industrial grade transfer switch

- 21 Light Remote Annunciator
 - Surface-Mount
 - Integral 8 Function Relay Board
- Remote Emergency Stop Switch, Surface-Mount, shipped loose
- MLCB, 80% rated, LSI Electronic Trip
 - 200 amp
 - Shunt Trip
 - Auxiliary Contacts, 1 Set
- Secondary Bussbar-only output connections
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed
- Engine Coolant Heater, 1500W
- Engine Run Relay, 10A
- 120V GFCI and 240V Outlet
- I/O Expansion Module
- Optional Fan and Belt Guards
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SD0150KG176.7D18CPYY3

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 200 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 22kA Any Breaker
- Withstand and Close-On Rating - 42kA Specific Breaker
- Enclosure Heater
- IO Board - 4 Inputs, 4 Outputs
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- NEMA 3R Enclosure
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX611NN0200G3CM

Site Services

- ***Freight to site (Offloading by others)-If selected***
- ***Startup and Training Included***
- ***2-Hour Bank Test Included***



Project Description	Total Net Price
150 kW Diesel Generator (28 Hour Tank)	\$48,555.00
200A ATS NEMA 3R	\$2,839.00
2-Year (Total) Comprehensive Warranty	\$482.00
5-Year (Total) Comprehensive Warranty	\$642.00
7-Year (Total) Comprehensive Warranty	\$1,252.00
10-Year (Total) Comprehensive Warranty	\$2,058.00
3-Year Service Maintenance Contract	\$10,086.00
Generator Freight to Mineral Point, WI	\$1,487.00

Prices valid for 30 days from the above date

Start Up / Delivery:

Generac Dealer Startup included (for Generator) – Inspection for warranty and building load transfer test during normal business hours (8AM – 5PM). **This includes one roundtrip within miles of the Generac dealer's facility** during normal business hours; additional mileage and/or testing can be quoted separately. Additional trips required due to incomplete site preparation will be invoiced to the customer at the dealer's prevailing service rate.

Clarifications and Exceptions:

1. Offloading and placement of the generator is not included and is the responsibility of the purchaser.
2. This proposal is based on drawing number and specification section . This proposal is intended to meet the functional intent of the drawings and specifications.
3. Generator installation services are not included and are the responsibility of the purchaser. This includes all related mechanical piping (exhaust or fuel systems), electrical conduit and electrical wiring.
4. Generator preventative maintenance services are not included and are the responsibility of the purchaser.
5. NETA acceptance testing, harmonic content testing, insulation resistance testing, infrared scanning and/or ground fault testing are not included in this proposal. Standard factory testing and standard on-site testing at unity power factor are included.
6. Coordination study, 3rd party site testing, protective relay calibration, settings, etc. are not included in this proposal.
7. Fuel is not included in this proposal unless specifically listed above. Diesel fuel is required for startup and testing of generator and will be the responsibility of the purchaser.
8. All permitting, including Air Quality Management District (AQMD or APCD), will be the responsibility of the purchaser.
9. Installation of the exhaust silencer (if removed for shipping) shall be the responsibility of the installing contractor.
10. Breaker and automatic transfer switch lugs are provided per the factory offerings and submittal information per UL2200 and UL1008 approvals. Projects that require lug changes will be done by others at their expense.
11. The proposal does not include federal, state, or local sales, use, property, TERP, or excise taxes. In lieu of such taxes, the purchaser must provide the seller a tax exemption certificate acceptable to the proper taxing authorities prior to the order being processed
12. Lead times listed in this proposal are an estimate of current factory production schedules and should be verified at the time of order release.



Energy System - Terms and Conditions

Any sale of goods or services, and any extension of credit, is governed by and subject to Energy Systems Texas, LLC Terms and Conditions of Sales and Service ("Terms") located at <https://energysystems.com/terms-and-conditions-of-sale-and-service/> which is incorporated by reference. The Terms are subject to change at any time and you are advised to frequently re-review the Terms. Unless pursuant to a written agreement mutually executed by both parties, the Terms shall be binding upon the parties, and any other terms, communications or documents are to be disregarded and hereby expressly rejected.

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as confirmation of the above terms and conditions.

Customer Signature

APPROVED AND ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

AUTHORIZED SIGNATURE: X _____

Quote Date: 07/20/2026
Quote Number: 0021161883

Sincerely,

Dustin Blackburn

Account Manager II

Cell Phone: 262-525-8011

Visit us online: [LinkedIn](#) [Energy Systems](#)



PROMISSORY NOTE

July 9, 2025

\$80,000

For Value Received, the undersigned Borrower, Pittz Premier Properties LLC, a Wisconsin limited liability company, with an address of 333 Dodge Street, Mineral Point, WI 53565 (hereinafter "Borrower"), promises to pay to the City of Mineral Point, a municipal corporation, located at 137 High Street, Mineral Point, Wisconsin, or holder, (hereinafter "Holder"), the sum of Eighty Thousand and 00/100 Dollars (\$80,000), plus accrued interest, payable as follows:

1. Interest shall accrue on this note at a rate of Three and Seventy-Five Per cent (3.75%) per annum, compounded annually, commencing January 1, 2028.

2. Seventy-two (72) monthly installment payments in the amounts stated on Schedule A shall commence on January 10, 2028, said payments to continue to be paid on the 10th day of each successive month thereafter.

3. There shall be a final payment of all principal and interest due on December 10, 2033, the maturity date.

4. Borrower is eligible for principal forgiveness in the following manner:

(A) If Borrower successfully secures a Community Development Investment Grant from the Wisconsin Economic Development Corporation and utilizes the grant to its fullest extent by making \$500,000 of permanent improvements to the real estate located at 507 Ridge Street, Mineral Point, Wisconsin, borrower will receive \$50,000 in principal forgiveness. Forgiveness will be calculated by matching the percentage of the grant secured, e.g. if \$50,000 of the \$250,000 (20%) WEDC Grant is spent on authorized improvements, 20% of \$50,000 of eligible forgiveness will be forgiven. If total improvements are made by January 1, 2028, the \$50,000 will not be calculated as part of the loan and no interest will be paid upon the \$50,000 forgiveness amount.

(B) If Borrower provides full time childcare services, for up-to two (2) children per household, at a rate not to exceed 7% of the median household income for the City of Mineral Point (calculated at \$5,760 (\$22.15/day/household) based on a household income of \$81,000), borrower's monthly payment will be forgiven 50% per household, up to two (2) households per month. This will continue for a total forgiveness of \$16,743.24, or 100% monthly payment forgiveness for up to 36 months, or 50% monthly payment forgiveness for 72 months. The eligibility for households to receive this discounted rate is based on their household income being below the household median income (\$81,000), evidenced by income tax return documentation. To receive this forgiveness, the City must be provided tax return documentation and the names and contact information of households receiving a discounted rate each month.

(C) If borrow does not utilize the full forgiveness identified in paragraph 4(A) above, the repayment schedule will be recalculated adding the principal not forgiven. The total amount to be forgiven in paragraph 4(B) will not change due the borrowing not fully utilizing the forgiveness identified in paragraph 4(A).

Borrower covenants not to take any action or permit any event to occur which materially impairs Borrower's ability to pay this Note when due, including, without limitation, the fact that Borrower, or any surety of the Note, dies, changes marital status or domicile, or becomes insolvent or is the subject of bankruptcy or other insolvency proceedings.

This Note is secured by a Security Agreement bearing even date herewith on personal property to be used in Borrower's business located at 507 Ridge St., Mineral Point, Iowa County, Wisconsin, and includes the following:

All equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in progress and materials or supplies used or consumed in debtor's business), documents relating to providing childcare services, inventory, general intangibles, accounts, contract rights, chattel papers and instruments, now owned or hereafter acquired by debtor (or by debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods, the sale of which gave rise to, and all proceeds and products of the foregoing, wherever located.

All payments shall be made to the City of Mineral Point, at 137 High Street, Mineral Point, Wisconsin, 53565.

Borrower may repay this note in full or in part, at any time, without fee, penalty, or premium.

If Borrower fails to make payments when due under the terms of this Note or Security Agreement and Borrower is not current with its payments on any of the benchmark dates, or upon any default (other than nonpayment) under the terms and conditions of this Note or Security Agreement, if said default is not cured within fifteen (15) days following the mailing of a written notice of right to cure default to the Borrower, Borrower shall cease to be eligible for the credit described under Paragraph 4 (B), above. In the alternative, Holder may accelerate the entire principal balance and accrued interest of this Note and declare the same immediately due and payable, without notice of demand. Holder is then entitled to proceed with all remedies available to Holder, pursuant to the Wisconsin Statutes for payment of the balance due under this Note.

Presentment, protest, and notice of dishonor are hereby waived.

Borrower shall pay all costs and expenses of collection, including (without limitation) reasonable attorneys' fees, except to the extent limited or prohibited by applicable law.

The Holder of this Note may grant renewals or extensions, accept partial payment, release security for anyone liable under this Note or any guarantee, without affecting the liability of Borrower and/ or any guarantor.

Dated at Mineral Point, Wisconsin, this ____ day of August 2026.

Pittz Premier Properties LLC

By: _____
Alicia Marie Gilkes, Member

By: _____

GUARANTEE OF PAYMENT AND INDORSEMENT OF INSTRUMENT

In consideration of the loan evidenced by the above instrument, the undersigned unconditionally guarantee to the City of Mineral Point and every subsequent Holder of the instrument, irrespective of the existence of any security or of any other circumstances, the prompt payment of the instrument when due, at maturity, by acceleration, or otherwise: Each signature to this Guarantee is intended to be an indorsement of the above instrument, and each of the undersigned hereby waives presentment, protest, and notice of dishonor.

Alicia Marie Gilkes

Date: _____

Date: _____

SCHEDULE A: Monthly Payment of \$465.09

Due Date	Payment #	Beginning Balance	Interest	Principal	Ending Balance
January 10, 2028	1	\$30,000.00	\$92.18	\$372.91	\$29,627.09
February 10, 2028	2	\$29,627.09	\$91.03	\$374.06	\$29,253.03
March 10, 2028	3	\$29,253.03	\$89.88	\$375.21	\$28,877.82
April 10, 2028	4	\$28,877.82	\$88.73	\$376.36	\$28,501.46
May 10, 2028	5	\$28,501.46	\$87.57	\$377.52	\$28,123.94
June 10, 2028	6	\$28,123.94	\$86.41	\$378.68	\$27,745.26
July 10, 2028	7	\$27,745.26	\$85.25	\$379.84	\$27,365.42
August 10, 2028	8	\$27,365.42	\$84.08	\$381.01	\$26,984.41
September 10, 2028	9	\$26,984.41	\$82.91	\$382.18	\$26,602.23
October 10, 2028	10	\$26,602.23	\$81.74	\$383.35	\$26,218.88
November 10, 2028	11	\$26,218.88	\$80.56	\$384.53	\$25,834.35
December 10, 2028	12	\$25,834.35	\$79.38	\$385.71	\$25,448.63
January 10, 2029	13	\$25,448.63	\$78.19	\$386.90	\$25,061.74
February 10, 2029	14	\$25,061.74	\$77.00	\$388.09	\$24,673.65
March 10, 2029	15	\$24,673.65	\$75.81	\$389.28	\$24,284.37
April 10, 2029	16	\$24,284.37	\$74.61	\$390.48	\$23,893.90
May 10, 2029	17	\$23,893.90	\$73.41	\$391.67	\$23,502.22
June 10, 2029	18	\$23,502.22	\$72.21	\$392.88	\$23,109.34
July 10, 2029	19	\$23,109.34	\$71.00	\$394.09	\$22,715.26
August 10, 2029	20	\$22,715.26	\$69.79	\$395.30	\$22,319.96
September 10, 2029	21	\$22,319.96	\$68.58	\$396.51	\$21,923.45
October 10, 2029	22	\$21,923.45	\$67.36	\$397.73	\$21,525.72
November 10, 2029	23	\$21,525.72	\$66.14	\$398.95	\$21,126.77
December 10, 2029	24	\$21,126.77	\$64.91	\$400.18	\$20,726.59
January 10, 2030	25	\$20,726.59	\$63.68	\$401.41	\$20,325.19
February 10, 2030	26	\$20,325.19	\$62.45	\$402.64	\$19,922.55

March 10, 2030	27	\$19,922.55	\$61.21	\$403.88	\$19,518.67
April 10, 2030	28	\$19,518.67	\$59.97	\$405.12	\$19,113.55
May 10, 2030	29	\$19,113.55	\$58.73	\$406.36	\$18,707.19
June 10, 2030	30	\$18,707.19	\$57.48	\$407.61	\$18,299.58
July 10, 2030	31	\$18,299.58	\$56.23	\$408.86	\$17,890.71
August 10, 2030	32	\$17,890.71	\$54.97	\$410.12	\$17,480.59
September 10, 2030	33	\$17,480.59	\$53.71	\$411.38	\$17,069.21
October 10, 2030	34	\$17,069.21	\$52.45	\$412.64	\$16,656.57
November 10, 2030	35	\$16,656.57	\$51.18	\$413.91	\$16,242.66
December 10, 2030	36	\$16,242.66	\$49.91	\$415.18	\$15,827.47
January 10, 2031	37	\$15,827.47	\$48.63	\$416.46	\$15,411.01
February 10, 2031	38	\$15,411.01	\$47.35	\$417.74	\$14,993.28
March 10, 2031	39	\$14,993.28	\$46.07	\$419.02	\$14,574.25
April 10, 2031	40	\$14,574.25	\$44.78	\$420.31	\$14,153.94
May 10, 2031	41	\$14,153.94	\$43.49	\$421.60	\$13,732.34
June 10, 2031	42	\$13,732.34	\$42.19	\$422.90	\$13,309.44
July 10, 2031	43	\$13,309.44	\$40.89	\$424.20	\$12,885.25
August 10, 2031	44	\$12,885.25	\$39.59	\$425.50	\$12,459.75
September 10, 2031	45	\$12,459.75	\$38.28	\$426.81	\$12,032.94
October 10, 2031	46	\$12,032.94	\$36.97	\$428.12	\$11,604.82
November 10, 2031	47	\$11,604.82	\$35.66	\$429.43	\$11,175.39
December 10, 2031	48	\$11,175.39	\$34.34	\$430.75	\$10,744.64
January 10, 2032	49	\$10,744.64	\$33.01	\$432.08	\$10,312.56
February 10, 2032	50	\$10,312.56	\$31.69	\$433.40	\$9,879.16
March 10, 2032	51	\$9,879.16	\$30.35	\$434.74	\$9,444.42
April 10, 2032	52	\$9,444.42	\$29.02	\$436.07	\$9,008.35
May 10, 2032	53	\$9,008.35	\$27.68	\$437.41	\$8,570.94
June 10, 2032	54	\$8,570.94	\$26.33	\$438.76	\$8,132.18
July 10, 2032	55	\$8,132.18	\$24.99	\$440.10	\$7,692.08
August 10, 2032	56	\$7,692.08	\$23.63	\$441.46	\$7,250.62
September 10, 2032	57	\$7,250.62	\$22.28	\$442.81	\$6,807.81
October 10, 2032	58	\$6,807.81	\$20.92	\$444.17	\$6,363.64
November 10, 2032	59	\$6,363.64	\$19.55	\$445.54	\$5,918.10
December 10, 2032	60	\$5,918.10	\$18.18	\$446.91	\$5,471.20

January 10, 2032	61	\$5,471.20	\$16.81	\$448.28	\$5,022.92	
February 10, 2032	62	\$5,022.92	\$15.43	\$449.66	\$4,573.26	
March 10, 2032	63	\$4,573.26	\$14.05	\$451.04	\$4,122.22	
April 10, 2032	64	\$4,122.22	\$12.67	\$452.42	\$3,669.80	
May 10, 2032	65	\$3,669.80	\$11.28	\$453.81	\$3,215.98	
June 10, 2032	66	\$3,215.98	\$9.88	\$455.21	\$2,760.77	
July 10, 2032	67	\$2,760.77	\$8.48	\$456.61	\$2,304.17	
August 10, 2032	68	\$2,304.17	\$7.08	\$458.01	\$1,846.16	
September 10, 2032	69	\$1,846.16	\$5.67	\$459.42	\$1,386.74	
October 10, 2032	70	\$1,386.74	\$4.26	\$460.83	\$925.91	
November 10, 2032	71	\$925.91	\$2.84	\$462.24	\$463.67	
December 10, 2032	72	\$463.67	\$1.42	\$463.67	\$0.00	

GENERAL BUSINESS SECURITY AGREEMENT

Dated August 11, 2026

1. SECURITY INTEREST

In consideration of any financial accommodation at any time granted by the City of Mineral Point (“Lender”) to Pittz Premier Properties LLC (“Borrower”), each of the undersigned (“Debtor,” whether one or more) grants Lender a security interest in all equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable), contract rights, chattel paper, patents, trademarks and copyrights (and the good will associated with and registrations and licenses of any of them), instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to and all proceeds, supporting obligations and products of the foregoing (“Collateral”), wherever located, to secure all debts, obligations and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, or any Borrower, to any of them and another, or to another guaranteed or endorsed by any of them (“Obligations”). A description of Borrower’s equipment that is included as Collateral upon the date of this agreement is attached hereto as “Exhibit A.”

2. DEBTOR’S WARRANTIES

Debtor warrants and agrees that while any of the Obligations are unpaid:

(a) **Ownership and use.** Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender’s security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods (including software used in the goods) covered by it, free from all other encumbrances and security interests, and no financing statement is on file or control agreement in existence (other than Lender’s) covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral and agree to the terms of this Agreement. The Collateral is used or bought for use primarily for business purposes.

(b) **Sale of goods or services rendered.** Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.

(c) **Enforceability.** Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.

(d) **Due date.** There has been no default as of this date according to the terms of any chattel paper or account constituting Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

(e) **Financial condition of account debtor.** As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Lender upon receipt of any such notice or knowledge affecting Collateral.

(f) **Valid organization.** If a corporation, limited liability company or general or limited partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.

(g) **Other agreements.** Debtor is not in default under any agreement for the payment of money.

(h) **Authority to contract.** The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor’s articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.

(i) **Accuracy of information.** All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.

(j) **Name and address.** Debtor’s exact legal name is as set forth below Section 12. If Debtor is an individual, Debtor separately provided to Lender the name of Debtor as it is indicated on Debtor’s current unexpired driver’s license or, if applicable for UCC financing statements, identification card issued by Debtor’s state of principal residence, and the address of Debtor’s principal residence is as set forth below Section 12. If Debtor is an organization that has only one place of business, the address of Debtor’s place of business, or if Debtor has more than one place of business, then the address of Debtor’s chief executive office, is as set forth below Section 12.

(k) **Location(s).** The address where the Collateral will be kept, if different from that appearing below Section 12, is 507 Ridge St., Mineral Point, WI 53565.

Such location shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(l) **Organization.** If Debtor is an organization, the type of organization and the state under whose law it is organized are as set forth below Section 12.

(m) **Environmental laws.** (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor (“Property”) during the period of Debtor’s ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action (“Hazardous Substance”) under any federal, state or local laws, regulations, ordinances, codes or rules (“Environmental Laws”), (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys’ fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from Property, or (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.

(n) **Employees.** There are no unpaid wages due employees of Debtor and there are no outstanding liens against assets of Debtor for unpaid wages due employees of Debtor.

(o) **Fixtures.** If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in each UCC Financing Statement signed or authorized by Debtor is true and correct.

3. SHIPPERS

Shippers authorized to draw drafts on Lender under section 6(c) are:
None

4. SALE AND COLLECTIONS

(a) **Sale of inventory.** So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor’s business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease or license inventory on terms customary in the trade.

(b) **Verification and notification.** Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors or other persons obligated on the Collateral to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors or other persons obligated on the Collateral. Until account debtors or other persons obligated on the Collateral are so notified, Debtor, as agent of Lender, shall make collections and receive payments on the Collateral.

(c) **Deposit with Lender.** At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. Except as provided in Section 4(d) below, all proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

(d) **Accounting.** If the extent to which Lender’s security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred; provided, however, that Lender shall retain its security interest in all Collateral regardless of the allocation of payments.

THIS AGREEMENT INCLUDES THE ADDITIONAL PROVISIONS ON PAGES 2 AND 3.

ADDITIONAL PROVISIONS

5. DEBTOR'S COVENANTS

(a) Maintenance of Collateral. Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Lender's security interest); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods, except for sales, leases or licenses of inventory as provided in this Agreement; not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments, chattel paper and letter of credit rights, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not affect the liabilities of any Debtor or Borrower under this Agreement, the Obligations or other rights of Lender with respect to the Collateral.

(b) Insurance. Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to endorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Each insurance policy shall contain a standard lender's loss payable endorsement in favor of Lender, and shall provide that the policy shall not be cancelled, and the coverage shall not be reduced, without at least 10 days' prior written notice by the insurer to Lender. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default. If Debtor fails to keep any required insurance on the Collateral, Lender may purchase such insurance for Debtor, such insurance may be acquired by Lender solely to protect the interest of Lender (and will not cover Debtor's equity in the Collateral), and Debtor's obligation to repay Lender shall be in accordance with Section 6(a).

(c) Maintenance of security interest. Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement. Debtor authorizes Lender to file Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets" or with words of similar effect) and amendments and correction statements to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will obtain for and provide to Lender control of Collateral or other security for the Obligations for which control may be required or requested to perfect Lender's security interest under applicable law, including, without limitation, the execution of control agreements by and between Debtor, Lender and any necessary third party. If the Collateral is in possession of a third party, Debtor will also join with Lender at its request in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

(d) Taxes and other charges. Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

(e) Employees. Debtor shall pay all wages when due to employees of Debtor and shall not permit any lien to exist against the assets of Debtor for unpaid wages due employees of Debtor.

(f) Records and statements. Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral. Debtor shall furnish to Lender such reports regarding the payment of wages to employees of Debtor and the number of employees of Debtor as Lender may from time to time request, and without request shall furnish to Lender a written report immediately upon any material increase in the number of employees of Debtor, the failure of Debtor to pay any wages when due to employees of Debtor or the imposition of any lien against the assets of Debtor for unpaid wages due employees of Debtor.

(g) Inspection of Collateral. At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records, and Debtor shall assist Lender in so doing.

(h) Service charge. In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement.

(i) Chattel paper. Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. Unless it consists of electronic chattel paper, Debtor shall promptly mark all chattel paper constituting Collateral, and all copies, to indicate conspicuously Lender's interest and, upon request, deliver them to Lender. If it consists of electronic chattel paper, Debtor shall promptly notify Lender of the existence of the electronic chattel paper and, at the request of Lender, shall take such actions as Lender may reasonably request to vest in Lender control of such electronic chattel paper under applicable law.

(j) United States contracts. If any Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.

(k) Modifications. Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts, letter of credit rights or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base.

(l) Returns and repossessions. Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.

(m) Promissory Notes, Chattel Paper and Investment Property. If Debtor shall at any time hold or acquire Collateral consisting of promissory notes, chattel paper or certificated securities, Debtor shall endorse, assign and deliver the same to Lender accompanied by such instruments of transfer or assignment duly executed in blank as Lender may from time to time request.

(n) Change of name, address or organization. Debtor shall not change (i) Debtor's legal name, (ii) if Debtor is an individual Debtor's name as it is indicated on Debtor's current unexpired driver's license or, if applicable for UCC financing statements, identification card issued by Debtor's state of principal residence, or (iii) Debtor's address, in each case without providing at least 30 days' prior written notice of the change to Lender. If Debtor is an individual, Debtor shall provide to Lender at least 30 days' written notice of any expiration of Debtor's driver's license or, if applicable for UCC financing statements, identification card issued by Debtor's state of principal residence. If Debtor is an organization it shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence, and Debtor whether or not Debtor is an organization shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets.

6. RIGHTS OF LENDER

(a) Authority to perform for Debtor. Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(b) Charging Debtor's credit balance. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Lender and other money now or hereafter owed Debtor by Lender, and agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender.

(c) Power of attorney. Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor (and Lender shall not be required as a condition to the exercise of this power to prove the occurrence of an event of default to the Post Office); to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; to endorse the name of Debtor upon any instruments which may come into Lender's possession; and to sign and make draws under any letter of credit constituting Collateral on Debtor's behalf. Debtor agrees that Obligations may be created by drafts drawn on Lender by shippers of inventory named in Section 3. Debtor authorizes Lender to honor any such draft accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Lender and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law. This power is a power coupled with an interest and is given as security for the Obligations, and the authority conferred by this power is and shall be irrevocable and shall remain in full force and effect until renounced by Lender except as otherwise expressly provided in this Section 6(c).

(d) Non-liability of Lender. Lender has no duty to determine the validity of any invoice, the authority of any shipper named in section 3 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

7. DEFAULT

Upon the occurrence of one or more of the following events of default:

(a) Nonperformance. Any of the Obligations are not paid when due, or Borrower or Debtor, as applicable, fails to perform, or rectify breach of, any warranty or covenant or other undertaking in this Agreement or in any evidence of or document relating to the Obligations or an event of default occurs under any evidence of or document relating to any other obligation secured by the Collateral;

(b)Inability to Perform. Borrower, Borrower's spouse, Debtor or a guarantor or surety of any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;

(c) Misrepresentation. Any warranty or representation made to induce Lender to extend credit to Debtor or Borrower, under this Agreement or otherwise, is false in any material respect when made; or

(d) Insecurity. At any time Lender believes in good faith that the prospect of payment or performance of any of the Obligations or performance under any agreement securing the Obligations is impaired;

all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code and this Agreement, as well as any other applicable law, and under any evidence of or document relating to any Obligation, and all such rights and remedies are cumulative and may be exercised from time to time together, separately, and in any order. With respect to such rights and remedies:

(e) Repossession. Lender may take possession of Collateral without notice or hearing, which Debtor waives;

(f) Assembling collateral. Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;

(g) Notice of disposition. Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

(h) Expenses and application of proceeds. Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement, before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses (including those incurred in successful defense or settlement of any counterclaim brought by Debtor or incident to any action or proceeding involving Debtor brought pursuant to the United States Bankruptcy Code) and all expenses of taking possession, holding, preparing for disposition and disposing of Collateral (provided, however, Lender has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Lender shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement. If Lender sells any Collateral on credit, Debtor will be credited only with payments that the purchaser actually makes and that Lender actually receives and applies to the unpaid balance of the purchase price of the Collateral; and

(i) Waiver. Lender may permit Debtor or Borrower to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Borrower or Debtor. Lender shall continue to have all of its rights and remedies under this Agreement even if it does not fully and properly exercise them on all occasions.

8. WAIVER AND CONSENT

Each Debtor who is not also a Borrower expressly consents to and waives notice of the following by Lender without affecting the liability of any such Debtor: (a) the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect a security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Debtor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

9. INTERPRETATION

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time, provided, however, that the term "instrument" shall be such term as defined in the Wisconsin Uniform Commercial Code-Secured Transactions Chapter 409. All references in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

10. PERSONS BOUND

Each person signing this Agreement is a Debtor. All Debtors are jointly and severally liable under this Agreement. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement.☐ If checked here, this Agreement amends and replaces in their entirety the provisions of all existing General Business Security Agreements between Debtor and Lender; provided, however, that all security interests granted to Lender under those existing security agreements shall remain in full force and effect, subject to the provisions of this Agreement. Debtor acknowledges receipt of a completed copy of this Agreement.

11. ENTIRE AGREEMENT

THIS AGREEMENT IS INTENDED BY LENDER AND DEBTOR AS A FINAL EXPRESSION OF THIS AGREEMENT AND AS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS TERMS, THERE BEING NO CONDITIONS TO THE ENFORCEABILITY OF THIS AGREEMENT, AND THIS AGREEMENT MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES TO THIS AGREEMENT. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES TO THIS AGREEMENT. THIS AGREEMENT MAY NOT BE SUPPLEMENTED OR MODIFIED EXCEPT IN WRITING SIGNED BY LENDER AND DEBTOR.

12. OTHER PROVISIONS

(If none stated below, there are no other provisions.)

None

(SEAL)

(DATE)

Alicia Gilkes, Pittz Premier Properties, LLC Member

Address: 333 Dodge St.

SEE SECTION 2(j) and (k)

Mineral Point, WI 53565

(Limited Liability Company)

TYPE OF ORGANIZATION

(WISCONSIN)

STATE OF ORGANIZATION

ORDINANCE NO. 2026 - 04

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

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

WHEREAS, the Plan Commission of the City of Mineral Point did, on August 6, 2026, meet to hold a public hearing and make a recommendation to the Common Council relating to said proposed amendment and has recommended to the Council that such amendment be adopted; and

WHEREAS, a notice of the public hearing on said proposed amendment was published in the Mineral Point Democrat Tribune on July 23 and July 30, 2026.

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

Section 1. The Zoning Code and map of the City of Mineral Point are hereby amended to reclassify for zoning purposes land at the following described locations from C-1 Central Business District to R-2 Two-Family Residential District:

A parcel of land (0.14 Acres) being part of Lots 97, 98, & 99 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0165. And further identified by the street address 15 Shake Rag St.

A parcel of land (0.17 Acres) being the east 51' of Lot 99 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0166. And further identified by the street address 17 Shake Rag St.

A parcel of land (0.23 Acres) being Lot 100 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0167. And further identified by the street address 25 Shake Rag St.

A parcel of land (0.23 Acres) being Lot 101 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0168.

A parcel of land (0.11 Acres) being the south ½ of Lot 102 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0168.A.

A parcel of land (0.31 Acres) being the NE ½ of Lot 102 and part of Lot 121 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0169. And further identified by the street address 33 Shake Rag St.

A parcel of land (0.31 Acres) being the NE ½ of Lot 102 and part of Lot 121 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0169. And further identified by the street address 33 Shake Rag St.

A parcel of land (0.27 Acres) being part of Lot 121 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0189. And further identified by the street address 37 Shake Rag St.

A parcel of land (0.05 Acres) being part of Lot 94 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0161. And further identified by the street address 26 Shake Rag St.

A parcel of land (0.24 Acres) being part of Lot 93, 94, and 95 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0162. And further identified by the street address 14 Shake Rag St.

Section 2. The Zoning Code and map of the City of Mineral Point are hereby amended to reclassify for zoning purposes land at the following described locations from R-2 Two-Family Residential District to C-1 Central Business District:

A parcel of land (0.72 Acres) being part of Lot 122 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0192. And further identified by the street address 36 Shake Rag St.

A parcel of land (0.36 Acres) being part of Lot 122 of Vliet's Survey, City of Mineral Point, Iowa County, Wisconsin. Tax Parcel ID No. 251-0118. And further identified by the street address 38 Shake Rag St.

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

Adopted and approved this 12 day of August 2026.

Dan Clark, Mayor

ATTEST:

Christy Skelding, City Clerk

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