



Mineral Point, Wisconsin

CITY OF MINERAL POINT

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

AGENDA

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, July 11, 2023, 6:00 PM

City Hall Community Room/Virtually (see instructions below)

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

- 1. Call to Order. Roll Call. Confirmation of Compliance with the Open Meetings Law.**
- 2. Pledge of Allegiance.**
- 3. Persons Desiring to be Heard** – Five-minute limit except by consent of Council; no action will be taken on any item that is not specifically listed on the agenda.
- 4. Mayor's Correspondence.**
 - a. Recognition and appreciation of the efforts made by the Community and Chamber of Commerce for the 2023 4th of July Celebration.
 - b. Recognition and appreciation of Dick Poad for the 20+ years of service on the Historic Preservation Commission.
 - c. Moment of silence in remembrance of Christine "Chris" Phillipson.
- 5. Administrator's Report.**
- 6. Clerk-Treasurer's Correspondence.**
- 7. Consent Agenda.**
 - a. Approval of Minutes and Proceedings from June 13 and June 27, 2023 meetings.
 - b. Approval of monthly bills. *Finance Committee recommendation to be reported at Council meeting.*
- 8. New Business.**
 - a. Consideration of Pay Applications for the Historic Downtown Reconstruction Project. *Finance Committee recommendations are to be reported at the Council meeting.*
 - i. Delta 3 - Engineering.
 - ii. Delta 3 – SDWL Grant Administration. Delta 3 Engineering.
 - iii. Parisi Construction Pay Application #4.
 - b. Consideration of the Mayor's appointment to the Joint Review Board.
 - c. Discussion of the 2024 Emergency Medical Services Agreement with the Mineral Point Rescue Squad.
 - d. Approval of Access and Lift Station Easements for Fair Street Lift Station rehabilitation and relocation. *Staff recommends approval.*
 - e. Approval of Resolution No. 2023-05, amending the City of Mineral Point 2023 Operating Budget. *Finance Committee recommendation to be reported at Council meeting.*
- 9. Adjourn.**

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Jason Basting

City 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

Join Zoom Meeting

<https://us06web.zoom.us/j/83804593388?pwd=c1FoOFd2d3Rjc3ZhN1ZYVvpvZ2hnQT09>

Meeting ID: 838 0459 3388

Passcode: 019048

Dial by your location +1 312 626 6799 US

Agenda Posted and Distributed: Friday, July 7, 2023

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

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Jason Basting

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

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

MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, June 13, 2023 – 6:00 PM

City Hall Community Room

CALL TO ORDER/ROLL CALL

Meeting called to order by Mayor Jason Basting at 6:02 PM.

Present: Alders McCoy, Weier, Clark, Martin, Graber, Engels, and Galle

Also Present: Clerk-Treasurer Christy Skelding, Interim Water & Sewer Superintendent Nate Fosbinder, Police Chief Bob Weier, Fire Chief Bryan Marr, Library Director Diane Palzkill, Street Foreman Paul Mohlmann and other interested parties attending in-person and virtually.

Absent/Excused: Alder Burrows.

PERSONS DESIRING TO BE HEARD – Bri Erskine – 75 S. Euclid Ave, Bellvue, PA – introduced herself as she is trying to get to know the community.

MAYOR'S CORRESPONDENCE – None.

CLERK-TREASURER'S CORRESPONDENCE – None.

CONSENT AGENDA

- a. Approval of May 9, 2023 Minutes and Proceedings.
- b. Approval of monthly bills.
- c. Approval of a Certified Survey Map requested for a parcel split at 610 State St (Parcel No. 251-0875).
- d. Approval of 2023-2024 Liquor License renewals.
- e. Approval of 2023-2024 Sidewalk Café/Parklet Permits.
- f. Approval of 2023-2024 Extension of Premise Licenses.
- g. Approval of 2023-2024 Outdoor Drinking Permits..
- h. Approval of 2023-2024 Cigarette Licenses.
- i. Approval of 2023-2024 Coin Operator Licenses.

Clerk-Treasurer Skelding received a letter from Kwik Trip with a change of agent application for their liquor license. This will need approval at a special Council meeting.

Motion (Clark/McCoy) to approve the consent agenda, except for the applications for a “Class A” beer & liquor license and Cigarette license for Kwik Trip, 537 Ridge Street, Patti Heller, Agent. Motion carried by roll call, all voting aye (7-0).

NEW BUSINESS

Conditional Use Permit Requested by Upland Hills Health, Inc.

The conditional use permit requested by Upland Hills Health, Inc., to allow the expanded use of a clinic in the C-2 Highway Commercial District was reviewed by Delta 3 Engineering and the Plan Commission. Plan Commission recommends Council approval.

Motion (Weier/Clark) to approve a Conditional Use Permit requested by Upland Hills Health, Inc., to allow the expanded use of a clinic in the C-2 Highway Commercial District. Motion carried by roll call, 6 voting aye, and alder Engels abstaining. (6-0-1)

Consideration of Pay Applications for the Historic Downtown Reconstruction Project.

Finance Committee Chair Engels provided an update on the three pay applications. Finance Committee recommends approval.

Motion (Martin/Clark) to approve Engineering Services invoice in the amount of \$44,035, and Grant Administration invoice in the amount of \$500 for Delta 3 Engineering for the Historic Downtown Reconstruction Project, and Pay Application #3 to Parisi Construction, LLC in the amount of \$1,039,583.00. Motion carried by roll call, all voting aye (7-0).

Consideration of Change Order #1 for the Historic Downtown Reconstruction Project

Change order number 1 includes changing the substantial completion date from November 10, 2023, to September 29, 2023.

Motion (Engels/Galle) to approve Change Order #1 for the Historic Downtown Reconstruction Project. Motion carried by roll call, all voting aye (7-0).

Consideration of Scope of Work Modification Requests by the City of Mineral Point

The Council discussed stormwater and groundwater management at the intersection of Fountain and Commerce Streets. Project Engineer, Mark Digman, presented a possible solution of installing a storm sewer to collect the leaking water, which would stop the water from coming out of the road. The project has an estimated expense of \$35,000. The engineer is confident this water is coming from a leaking water main. The contractor, Parisi Construction, hired a leak locator who spent two days searching for the leak but was unable to locate it.

Council members discussed the presented solution. Council would like to move forward with installing a storm sewer at the intersection, but would also like to continue trying to locate the leak to repair the issue at the source.

Motion (Clark/Weier) to approve Parisi Construction to do stormwater and groundwater management at the intersection of Fountain and Commerce Streets at an estimated expense of \$35,000. Motion carried by roll call, with 7 ayes and 1 nay (Graber) (6-1).

Project Engineer, Mark Digman, discussed the installation of 4" conduit on Chestnut Street for overhead wire relocation, an estimated expense of \$10,000. Digman has spoken with Frontier and informed them that Parisi Construction would be putting in a 4" conduit and that should satisfy the work that Frontier needs. In return, he asked that Frontier move the overhead utilities from Jail Alley to the south side of High Street on Chestnut Street to underground at no cost to the city. Frontier agreed with this plan, which saves the City an estimated \$35,000. In addition to the \$35,000 savings, the original estimated expense of \$10,000 for Parisi to install the 4" conduit, has been reduced to approximately \$3,500.

Motion (Galle/Engels) to approve the installation of a 4" conduit on Chestnut Street for overhead wire relocation at an estimated expense of \$10,000.

Amended Motion (Galle/Engels) to approve the installation of 4" conduit on Chestnut Street for overhead wire relocation at a cost not to exceed \$5,000. Motion carried by roll call, all voting aye (7-0).

Discussion on concern of High Street bump-outs

Alder Galle requested this agenda item due to getting citizen concerns/comments with the bump-outs and that they may restrict traffic flow. Council discussed the concerns. Police Chief Weier expressed concern about the potential bottlenecking of traffic at the intersections. Council took the recommendation for the bump-outs from the High Street Steering Committee after multiple meetings to discuss the High Street project. Council decided to keep the plans and work moving forward as-is.

No action.

Consideration of Mayor's appointment to Park Board

Mayor Basting requests the appointment of Tom Ingwell to the Park Board.

Motion (Engels/Clark) to approve the appointment of Tom Ingwell to the Park Board. Motion carried, all voting aye (7-0)

Consideration of a Trial Adjustment of hours for City Hall Staff

City Hall staff is proposing a trial of summer hours. The proposed schedule would be Monday – Thursday, 7:30 am – 5:00 pm, and Friday, 7:30 am – 11:30 am. This trial period would run from June 19, 2023, through September 15, 2023.

Motion (Clark/McCoy) to approve the trial adjustment of hours for City Hall staff. Motion carried by roll call, all voting aye (7-0).

Consideration of Employment Agreement with Gabe Ottoway as Water and Sewer Operator

Motion (Engels/Graber) to approve the appointment and employment agreement with Gabe Ottoway as Water and Sewer Operator. Motion carried by roll call, all voting aye (7-0).

Approval of Mineral Point Chamber of Commerce's request to close the portions of Fountain, Commerce, Decatur, Maiden, and Iowa Streets for the 4th of July Parade and reserve Water Tower Park for live music and a cook-out event.

Motion (Galle/Clark) to approve the Mineral Point Chamber of Commerce's request to close portions of Fountain, Commerce, Decatur, Maiden, and Iowa Streets for the 4th of July Parade and reserve Water Tower Park for live music and cook-out event. Motion carried, all voting aye (7-0).

Consideration of the proposal from Southwestern Wisconsin Regional Planning Commission for the creation of a mixed-use TIF district

City Administration has been exploring the opportunity for a TIF district and has spoken with two organizations about the ability to pursue a TIF district before the end of the year. Upon Council approval, Southwestern Wisconsin Regional Planning Commission would begin this work immediately. The cost for Southwestern Wisconsin Regional Planning Commission to perform all tasks required for creation of the TIF plan is proposed to not exceed \$8,000.

Motion (Galle/Weier) to approve proposal from Southwestern Wisconsin Regional Planning Commission for the creation of a mixed-use TIF district. Motion carried by roll call, all voting aye (7-0).

Approval of Ordinance No. 2023-08, rezoning a parcel of land on the corner of State Street and 5th Street from R-2 Two-Family Residential District to R-3 Multiple-Family Residential District (Parcel 251-0896.A)

This zoning change request is to accommodate a potential multi-unit building, subject to further review when plans are complete.

Motion (McCoy/Galle) to approve Ordinance No. 2023-08, rezoning a parcel of land on the corner of State Street and 5th Street from R-2 Two-Family Residential District to R-3 Multiple-Family Residential District (Parcel 251-0896.A). Motion carried by roll call, all voting aye (7-0).

Approval of Resolution No. 2023-04 authorizing approval and submittal of the 2022 Compliance Maintenance Annual Report (CMAR)

Motion (Clark/Galle) to approve Resolution No. 2023-04 authorizing approval and submittal of the 2022 Compliance Maintenance Annual Report (CMAR). Motion carried by roll call, all voting aye (7-0).

ADJOURNMENT

Motion (Clark/Galle) to adjourn at 7:16 PM. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator

Approved:

MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, June 27, 2023 – 5:30 PM

City Hall Community Room and via Zoom

CALL TO ORDER/ROLL CALL

Meeting called to order by Mayor Jason Basting at 5:30 PM.

Present: Alders McCoy, Weier, Clark, Martin, Graber, Engels, and Galle

Also Present: Clerk-Treasurer Christy Skelding.

Absent/Excused: Alder Burrows.

PERSONS DESIRING TO BE HEARD – None.

NEW BUSINESS

Approval of 2023-2024 Liquor License renewal.

- Kwik Trip, 537 Ridge St., Julie Oxnem, Agent

Motion (Clark/Martin) to recommend Council approval of a 2023-2024 “Class A” Beer and Liquor License for Kwik Trip, 537 Ridge Street, Julie Oxnem, Agent. Motion carried, all voting aye (7-0)

Approval of 2023-2024 Cigarette License renewal.

- Kwik Trip, 537 Ridge St.

Motion (Clark/Martin) to recommend Council approval of a 2023-2024 Cigarette License for Kwik Trip, 537 Ridge Street. Motion carried, all voting aye (7-0)

ADJOURNMENT

Motion (Clark/Graber) to adjourn at 5:33 PM. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator

Approved:

**Council Check Report
Monday, July 10, 2023**

	Regular	Manual	Pay Apps	Total
Pooled Cash - General	75,554.21	34,465.29		110,019.50
Pooled Cash - Library	4,495.01	3,255.97		7,750.98
Pooled Cash - Debt Service				-
Pooled Cash- Capital Projects Fund	375.00			
Pooled Cash - Capital Purchases				-
Pooled Cash - Water	14,040.49	3,395.06		17,435.55
Pooled Cash - Sewer	2,142.08	7,465.70		9,607.78
Sewer Loan Checking	4,995.60			4,995.60
Police/City Garage Fund				
MP Summer Rec	590.00			590.00
DARE Program				-
Capital Project Checking-MCB	128,007.03		932,133.00	1,060,140.03
Total	\$ 230,199.42	\$ 48,582.02	\$ 932,133.00	\$ 1,210,914.44

Finance Committee Approval

David Engels

Gary Galle

Dean Martin

Alternate

Delta 3 Engineering, Inc.
875 S. Chestnut Street
Platteville, WI 53818
608.348.5355

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

Invoice number 20323
 Date 06/05/2023

Project **D18-039 Mineral Point Downtown/High Street Reconstruction**

Professional services rendered through May 21, 2023.

(50% - Water; 50% - General Fund)

Description	Prior Billed	Current Billed	Total Billed	Current Billed
FIELD WORK	38,617.50	0.00	38,617.50	0.00
PRELIMINARY DESIGN	43,022.00	0.00	43,022.00	0.00
FINAL DESIGN	120,632.50	0.00	120,632.50	0.00
REPORT	1,207.50	0.00	1,207.50	0.00
PERMIT APPLICATIONS	0.00	0.00	0.00	0.00
EASEMENTS	0.00	0.00	0.00	0.00
MEETINGS	4,575.00	0.00	4,575.00	0.00
BIDDING/CONSTRUCTION CONTRACTS	1,000.00	0.00	1,000.00	0.00
CONSTRUCTION STAKING	12,150.00	10,897.50	23,047.50	10,897.50
CONSTRUCTION ADMINISTRATION/ENGINEERING	41,772.50	33,137.50	74,910.00	33,137.50
PROJECT CLOSEOUT	0.00	0.00	0.00	0.00
REIMBURSEABLE EXPENSES/PERMIT FEES	358.75	0.00	358.75	0.00
*ADDITIONAL SERVICES:	0.00	0.00	0.00	0.00
Total	263,335.75	44,035.00	307,370.75	44,035.00

Invoice total **44,035.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20323	06/05/2023	44,035.00	44,035.00				
	Total	44,035.00	44,035.00	0.00	0.00	0.00	0.00

Thank you for your business.

Delta 3 Engineering, Inc.
875 S. Chestnut Street
Platteville, WI 53818
608.348.5355

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

Invoice number 20324
Date 06/05/2023

Project **D18-039-2 Mineral Point Downtown High
Street Reconstruction Grant
Administration**

Professional services rendered through May 21, 2023.

(100% - Water)

Description	Prior Billed	Current Billed	Total Billed	Current Billed
GRANT ADMINISTRATION SERVICES	1,500.00	500.00	2,000.00	500.00
Total	1,500.00	500.00	2,000.00	500.00

Invoice total **500.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20324	06/05/2023	500.00	500.00				
	Total	500.00	500.00	0.00	0.00	0.00	0.00

Thank you for your business.


	Application Period: June 3, 2023 to June 30, 2023	Application Date: July 11, 2023
To (Owner): City of Mineral Point	From (Contractor): Parisi Construction, LLC	Via (Engineer): Mark Digman, P.E.
Project: Proposed Historic Downtown Reconstruction	Contract: #1 – Utility and Street Construction	
Owner's Contract No.: 1	Contractor's Project No.: N/A	Engineer's Project No.: D18-039

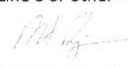
**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 3,891,488.70
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 3,891,488.70
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 3,090,024.17
			5. RETAINAGE:	
			a. 5% X \$3,090,024.17 Work Completed.....	\$ 154,501.17
			b. X Stored Material.....	\$ 0.00
			c. Total Retainage (Line 5a + Line 5b).....	\$ 154,501.17
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 2,935,523.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 2,003,390.00
			8. AMOUNT DUE THIS APPLICATION.....	\$ 932,133.00
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$
TOTALS				
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

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

By:  Date: 7/5/23

Payment of: **\$ 932,133.00**
(Line 8 or other - attach explanation of the other amount)
is recommended by:  Digitally signed by Mark Digman
Date: 2023.07.01 13:41:17-05'00'
(Engineer) (Date)

Payment of: **\$ 932,133.00**
(Line 8 or other - attach explanation of the other amount)
is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Sanitary System = \$0.00

Water System = \$244,746.00

General = \$687,387.00

Progress Estimate

Contractor's Application

For (Contract): #1 – Utility and Street Construction							Application Number: 4		
Application Period: June 3, 2023 to June 30, 2023							Application Date: July 11, 2023		
A				B	C	D	E	F	
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)
Bid Item	Description								
1	Mobilization, Bonds, and Insurance as specified and indicated.	1 L.S.	\$250,000.00 / L.S.	\$250,000.00	1 L.S.	\$250,000.00		\$250,000.00	100%
2	Implementation of Traffic Control as specified and indicated.	1 L.S.	\$14,900.00 / L.S.	\$14,900.00	0.95 L.S.	\$14,155.00		\$14,155.00	95%
3	Implementation of Erosion Control as specified and indicated.	1 L.S.	\$10,500.00 / L.S.	\$10,500.00	0.95 L.S.	\$9,975.00		\$9,975.00	95%
4	Crack and Damage Survey completed as specified and indicated.	1 L.S.	\$5,100.00 / L.S.	\$5,100.00	0.50 L.S.	\$2,550.00		\$2,550.00	50%
5	Provide Temporary Intersection Lighting as specified and indicated.	1 L.S.	\$1,800.00 / L.S.	\$1,800.00	1 L.S.	\$1,800.00		\$1,800.00	100%
6	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	346 L.F.	\$85.00 / L.F.	\$29,410.00	346.0 L.F.	\$29,410.00		\$29,410.00	95%
7	10" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	101 L.F.	\$90.00 / L.F.	\$9,090.00	101.0 L.F.	\$9,090.00		\$9,090.00	95%
8	4' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	4 Each	\$7,000.00 / Each	\$28,000.00	4 Each	\$28,000.00		\$28,000.00	100%
9	Sanitary Sewer Manhole Chimney Rehabilitation as specified and indicated.	3 Each	\$1,600.00 / Each	\$4,800.00	Each				
10	Connection to Existing Sanitary Sewer as specified and indicated.	5 Each	\$2,600.00 / Each	\$13,000.00	5 Each	\$13,000.00		\$13,000.00	100%
11	Replace Existing Sanitary Sewer Lateral to New Sanitary Sewer Main as specified and indicated.	2 Each	\$4,900.00 / Each	\$9,800.00	1 Each	\$4,900.00		\$4,900.00	95%
12	Replace Existing Sanitary Sewer Lateral to Existing Sanitary Sewer Main as specified and indicated.	9 Each	\$5,400.00 / Each	\$48,600.00	6 Each	\$32,400.00		\$32,400.00	95%

13	Reconnect Existing Sanitary Sewer Lateral as specified and indicated.	1	Each	\$1,500.00 / Each	\$1,500.00	2	Each	\$3,000.00		\$3,000.00	100%
14	Post-Construction Televising of Sanitary Sewer as Specified and indicated.	447	L.F.	\$3.10 / L.F.	\$1,385.70	447	L.F.	\$1,385.70		\$1,385.70	95%
15	6" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	718	L.F.	\$76.00 / L.F.	\$54,568.00	718.0	L.F.	\$54,568.00		\$54,568.00	95%
16	8" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	2,266	L.F.	\$82.00 / L.F.	\$185,812.00	2,140.0	L.F.	\$175,480.00		\$175,480.00	94%
17	10" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	566	L.F.	\$94.00 / L.F.	\$53,204.00	566.0	L.F.	\$53,204.00		\$53,204.00	95%
18	6" Gate Valve installed as specified and indicated.	5	Each	\$3,600.00 / Each	\$18,000.00	5	Each	\$18,000.00		\$18,000.00	100%
19	8" Gate Valve installed as specified and indicated.	12	Each	\$4,400.00 / Each	\$52,800.00	12	Each	\$52,800.00		\$52,800.00	100%
20	10" Gate Valve installed as specified and indicated.	6	Each	\$5,600.00 / Each	\$33,600.00	6	Each	\$33,600.00		\$33,600.00	100%
21	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	10	Each	\$12,000.00 / Each	\$120,000.00	10	Each	\$120,000.00		\$120,000.00	100%
22	Remove Existing Fire Hydrant as specified and indicated.	6	Each	\$1,200.00 / Each	\$7,200.00	6	Each	\$7,200.00		\$7,200.00	100%
23	Installation Only of Pressure-Reducing Valve Station (Supplied by Owner) as specified and indicated.	1	Each	\$14,500.00 / Each	\$14,500.00	1	Each	\$14,500.00		\$14,500.00	100%
24	Connection to Existing Water Main as specified and indicated.	6	Each	\$2,900.00 / Each	\$17,400.00	6	Each	\$17,400.00		\$17,400.00	100%
25	Type 1 Existing Water Service Replacement as specified and indicated.	80	Each	\$3,800.00 / Each	\$304,000.00	83	Each	\$315,400.00		\$315,400.00	95%
26	Type 2 Existing Water Service Replacement as specified and indicated.	3	Each	\$7,800.00 / Each	\$23,400.00	1	Each	\$7,800.00		\$7,800.00	95%
27	Type 3 Existing Water Service Replacement as specified and indicated.	6	Each	\$4,100.00 / Each	\$24,600.00	6	Each	\$24,600.00		\$24,600.00	95%

28	Type 4 Existing Water Service Replacement as specified and indicated.	6 Each	\$8,100.00 / Each	\$48,600.00	1 Each	\$8,100.00		\$8,100.00	95%
29	Type 5 Water Service Installation as specified and indicated.	7 Each	\$6,500.00 / Each	\$45,500.00	7 Each	\$45,500.00		\$45,500.00	95%
30	Type 6 Existing Water Service Replacement as specified and indicated.	5 Each	\$8,100.00 / Each	\$40,500.00	4 Each	\$32,400.00		\$32,400.00	95%
31	Type 7 New 1" Water Service installed as specified and indicated.	1 Each	\$3,800.00 / Each	\$3,800.00	1 Each	\$3,800.00		\$3,800.00	95%
32	Type 8 Replace Existing Water Service with 1-1/2" Water Service as specified and indicated.	1 Each	\$5,700.00 / Each	\$5,700.00	1 Each	\$5,700.00		\$5,700.00	95%
33	Type 9 Replace Existing Water Service with 2" Water Service as specified and indicated.	4 Each	\$8,400.00 / Each	\$33,600.00	3 Each	\$25,200.00		\$25,200.00	95%
34	Replace 6" Water Service and 6" Gate Valve as specified and indicated.	1 Each	\$11,100.00 / Each	\$11,100.00	2 Each	\$22,200.00		\$22,200.00	95%
35	Valve Box Top Cover over Curb Stop in Concrete or Pavement installed as specified and indicated.	86 Each	\$150.00 / Each	\$12,900.00	87 Each	\$13,050.00		\$13,050.00	95%
36	Rock Excavation as specified and indicated.	1,750 C.Y.	\$0.01 / C.Y.	\$17.50	1,750 C.Y.	\$17.50		\$17.50	100%
37	Connect Existing Roof Drain Piping to Concrete Curb with Curb Casting and 3" SCH 40 PVC Pipe as specified and indicated.	5 Each	\$650.00 / Each	\$3,250.00	6 Each	\$3,900.00		\$3,900.00	95%
38	6" SCH 40 PVC Storm Sewer Roof Drain Pipe installed as specified and indicated.	74 L.F.	\$46.50 / L.F.	\$3,441.00	147.5 L.F.	\$6,858.75		\$6,858.75	95%
39	12" High Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	50 L.F.	\$69.00 / L.F.	\$3,450.00	46.0 L.F.	\$3,174.00		\$3,174.00	92%
40	15" High Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	1,492 L.F.	\$65.00 / L.F.	\$96,980.00	1,552 L.F.	\$100,880.00		\$100,880.00	90%
41	18" High Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	244 L.F.	\$82.00 / L.F.	\$20,008.00	244 L.F.	\$20,008.00		\$20,008.00	95%

42	36" High Density Polyethylene (HDPE) Storm Sewer installed as specified and indicated.	156 L.F.	\$140.00 / L.F.	\$21,840.00	149 L.F.	\$20,860.00		\$20,860.00	96%
43	2' x 3' Precast Concrete Storm Sewer Catch Basin installed as specified and indicated.	21 Each	\$3,700.00 / Each	\$77,700.00	22 Each	\$81,400.00		\$81,400.00	90%
44	4' Dia. Precast Concrete Storm Sewer Catch Basin installed as specified and indicated.	1 Each	\$4,300.00 / Each	\$4,300.00	1 Each	\$4,300.00		\$4,300.00	100%
45	4' Dia. Precast Concrete Storm Sewer Inlet installed as specified and indicated.	3 Each	\$4,500.00 / Each	\$13,500.00	3 Each	\$13,500.00		\$13,500.00	90%
46	5' Dia. Precast Concrete Storm Sewer Inlet installed as specified and indicated.	1 Each	\$8,000.00 / Each	\$8,000.00	1 Each	\$8,000.00		\$8,000.00	100%
47	Connection to Existing Storm Sewer as specified and indicated.	7 Each	\$920.00 / Each	\$6,440.00	8 Each	\$7,360.00		\$7,360.00	90%
48	Heavy Rip-Rap over Geotextile Fabric installed as specified and indicated.	10 C.Y.	\$110.00 / C.Y.	\$1,100.00	C.Y.				
49	Coal Storage/Window Well Abandonment as specified and indicated.	8 Each	\$2,100.00 / Each	\$16,800.00	7 Each	\$14,700.00		\$14,700.00	90%
50	Excavation/Fill (13,000 c.y.) as specified and indicated.	1 L.S.	\$260,000.00 / L.S.	\$260,000.00	0.99 L.S.	\$257,400.00		\$257,400.00	99%
51	Geotextile Fabric installed as specified and indicated.	7,400 S.Y.	\$2.10 / S.Y.	\$15,540.00	7,326.0 S.Y.	\$15,384.60		\$15,384.60	99%
52	Breaker Run installed as specified and indicated.	6,700 TON	\$14.50 / TON	\$97,150.00	6,338.0 TON	\$91,901.00		\$91,901.00	95%
53	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	9,200 TON	\$15.75 / TON	\$144,900.00	6,043.0 TON	\$95,177.25		\$95,177.25	66%
54	Concrete Curb and Gutter (24") installed as specified and indicated.	6,475 L.F.	\$22.75 / L.F.	\$147,306.25	5,943.0 L.F.	\$135,203.25		\$135,203.25	92%
55	Sloped Concrete Curb and Gutter (24") installed as specified and indicated.	455 L.F.	\$23.25 / L.F.	\$10,578.75	380.0 L.F.	\$8,835.00		\$8,835.00	84%
56	Concrete Pedestrian Curb installed as specified and indicated.	75 L.F.	\$67.00 / L.F.	\$5,025.00	10.0 L.F.	\$670.00		\$670.00	13%
57	Concrete Sidewalk (4") replaced as specified and indicated.	37,600 S.F.	\$8.50 / S.F.	\$319,600.00	21,000.0 S.F.	\$178,500.00		\$178,500.00	56%

58	Concrete Driveway (6") replaced as specified and indicated.	3,650 S.F.	\$9.40 / S.F.	\$34,310.00	2,359.0 S.F.	\$22,174.60		\$22,174.60	65%
59	Concrete Steps replaced as specified and indicated.	30 S.F.	\$44.75 / S.F.	\$1,342.50	39.0 S.F.	\$1,745.25		\$1,745.25	90%
60	Handicap Ramp Detectable Warning Field (2'x4') installed as specified and indicated.	39 Each	\$410.00 / Each	\$15,990.00	31 Each	\$12,710.00		\$12,710.00	79%
61	Bollard installation as specified and indicated.	20 Each	\$790.00 / Each	\$15,800.00	8 Each	\$6,320.00		\$6,320.00	100%
62	1-1/2" SCH 40 Rigid Nonmetallic Conduit installed as specified and indicated.	5,400 L.F.	\$9.90 / L.F.	\$53,460.00	5,273.0 L.F.	\$52,202.70		\$52,202.70	98%
63	Electrical Wire Lighting (8 AWG) installed as specified and indicated.	3,600 L.F.	\$0.60 / L.F.	\$2,160.00	L.F.				
64	Electrical Wire Lighting (6 AWG) Ground Wire installed as specified	6,000 L.F.	\$0.90 / L.F.	\$5,400.00	L.F.				
65	Electrical Wire Lighting (4 AWG) installed as specified and indicated.	3,900 L.F.	\$3.90 / L.F.	\$15,210.00	L.F.				
66	Electrical Wire Lighting (3 AWG) installed as specified and indicated.	4,500 L.F.	\$2.30 / L.F.	\$10,350.00	L.F.				
67	Lighting Control Cabinet (120/240) installed as specified and indicated.	2 Each	\$11,700.00 / Each	\$23,400.00	Each				
68	Concrete Light Pole Base installed as specified and indicated.	53 Each	\$1,300.00 / Each	\$68,900.00	49 Each	\$63,700.00		\$63,700.00	92%
69	7' Light Pole installation as specified and indicated (light pole and fixture materials provided by others).	11 Each	\$870.00 / Each	\$9,570.00	Each				
70	13' Light Pole installation as specified and indicated (light pole and fixture materials provided by others).	42 Each	\$1,200.00 / Each	\$50,400.00	Each				
71	8" Portland Cement Concrete (PCC) Pavement (Commerce Street: STH '23'/'39' - Fountain Street) installed as specified and indicated.	1,900 S.Y.	\$80.00 / S.Y.	\$152,000.00	1,850.0 S.Y.	\$148,000.00		\$148,000.00	97%
72	8" Portland Cement Concrete (PCC) Pavement (High Street: Wisconsin Street - Commerce Street) installed as specified and indicated.	5,000 S.Y.	\$76.25 / S.Y.	\$381,250.00	2,750.0 S.Y.	\$209,687.50		\$209,687.50	55%
73	4MT Hot Mix Asphalt Pavement installed as specified and indicated.	1,750 TON	\$91.00 / TON	\$159,250.00	537.77 TON	\$48,937.07		\$48,937.07	31%

74	Traffic Signage installation as specified and indicated (materials provided by others).	1	L.S.	\$41,700.00 / L.S.	\$41,700.00	L.S.				
75	Pavement Markings installed as specified and indicated.	1	L.S.	\$25,400.00 / L.S.	\$25,400.00	0.25 L.S.	\$6,350.00		\$6,350.00	25%
76	Landscaping installed as specified and indicated.	1,000	S.Y.	\$10.00 / S.Y.	\$10,000.00	S.Y.				
TOTAL - Contract #1 =					\$3,891,488.70		\$3,090,024.17		\$3,090,024.17	



AGENDA REQUEST

Mineral Point, Wisconsin

7/11/2023

TOPIC: Discussion of the 2024 Emergency Medical Services Agreement with the Mineral Point Rescue Squad.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: City Council
Department Reporting: Administration	Submitted by: Matthew Honer
ISSUE: A new contract is being presented to the City. The new contract has an increased annual cost that reflects the rescue squad's hiring of staff to ensure required coverage.	
BACKGROUND/ANALYSIS: The City of Mineral Point had a contract with the Mineral Point Rescue Squad (MPRS) initially signed in 2015. That contract was terminated this year in anticipation of a new contract in 2024 with an increase in the contract amount. The proposed contract amount is \$98,258.00/year. In June, the City held a meeting with the Mineral Point Rescue Squad and other municipalities that are served by MPRS. At the meeting, MPRS confirmed all communities will be paying \$38.07 per resident for services in 2024, the rescue squad is unable to negotiate that price, and the only option for the municipalities is to pay the fee provided. The increase in the fee being charged is due to the need to hire staff to provide the required full coverage. The rescue squad stated at the meeting that an increase of 5-10% annually may be needed to continue to provide service. In addition to the increase in the service fee, other material changes in the contract provided to the City by MPRS include: <ul style="list-style-type: none">• The new contract is one year with no automatic renewal. The previous contract was two years with automatic renewal.• The terms of vehicle liability insurance have changed from a single limit of \$1,000,000/vehicle and \$10,000,000/occurrence in the old contract to \$500,000/vehicle to \$1,000,000/occurrence.• The terms of liability insurance changed from a minimum of \$1,000,000 per occurrence, claim, or incident and \$2,000,000 aggregate in the previous contract to \$500,000/occurrence, claim, or incident and \$1,000,000 annual aggregate.• In addition to the MPRS indemnifying and holding the City harmless, the new contract has a clause that the City indemnifies and holds the MPRS harmless.• The MPRS building is prioritized over any other location in the City for snow and ice removal in both contracts, the old contract excepted the Police and Fire buildings. The new contract removes the exception. Some additional language has changed in <u>Item 2: Snow Removal and Lawn Maintenance</u>. The recent Shared Revenue Bill and the provisions of which were included in the 2023-2025 State Budget include an increase in shared revenue intended to be spent on Emergency Services (Fire, Police, and EMS). In a letter from the Legislative Fiscal Bureau to the Wisconsin Legislature it was estimated the City will receive an additional \$73,358. This is not a one-time increase but is intended to be an ongoing addition to the City's shared revenue. This increase covers the increase in cost associated with the new contract provided by MPRS.	

City Attorney Eileen Brownlee was not the attorney for the city for the 2015 contract. In discussions with her, she is comfortable with City Council reviewing and discussing the proposed contract before she provides her recommendations. She advised that she will have changes to the proposed 2024 contract.

RECOMMENDATION: Staff supports Council discussing the terms of the contract at the July Council meeting. Items discussed in the meeting will then be sent to Attorney Brownlee to prepare a recommended draft. Additional negotiations of terms may continue with the rescue squad but Staff anticipates a final draft being ready for approval at the August or September meeting.

FISCAL IMPACT: BUDGET

2024 - \$98,258.00. Future year increases of 5-10%

ATTACHMENTS: 2015 Contract and 2024 Draft Contract.

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the 1st day of January, 2024,

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

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

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

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

WHEREAS, the City, under Section 62,133, Wis Stats., and the MPRS, under its Articles of Incorporation and Bylaws, are authorized to enter into this Agreement;

NOW THEREFORE, the City and the MPRS agree as follows:

1. Description of Services. The MPRS hereby agrees to provide EMS, including ambulance services, to the City. The MPRS, or another EMS service under a current mutual aid agreement, shall have available, 24 hours per day, 7 days per week, a Basic Life Support (BLS) ambulance and licensed Emergency Medical Technicians (EMTs) to provide EMS within the jurisdictional boundaries of the City.
2. Term of Contract. The term of this Agreement shall be 12 months, commencing on the 1st day of January, 2024, and expiring on the 31st day of December 2024. There shall be no automatic renewal of this Agreement. Should one party want to cancel this Agreement, said party must notify the other party, in writing, at least 3 months prior to the date that this Agreement shall be canceled. Should the City and MPRS want to continue with EMS service in the City for 2025, a new contract will need to be mutually agreed upon and executed.
3. Price. For 2024, the City shall pay the MPRS \$98,258.00. This amount shall be paid no later than January 31, 2024. Should MPRS fail to receive payment in full by that date, MPRS reserves the right to cancel this Agreement, in writing, at any time.
4. Snow Removal and Lawn Maintenance. The City shall provide lawn mowing and snow removal services at the MPRS property at 907 Ridge Street, Mineral Point. It shall be the City's policy to remove any snow and ice as soon as possible during and after a snow event to ensure that MPRS can safely navigate vehicles, emergency and private, in a timely fashion during emergency and non-emergency events. Snow and ice removal at the MPRS property shall be completed prior to any other locations in the City. Should MPRS determine that the City deviated from the above policy during or after a snow event, the City shall reimburse MPRS for costs incurred by MPRS to have snow and ice removed by a third party. Should the parking lot area need snow piles hauled away during the winter months, the City shall load and haul snow away in a prompt

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

5. Insurance. The MPRS shall acquire and maintain, throughout the term of this Agreement, insurance covering services and vehicles provided by the MPRS of the following types and policy limits:
 - a. Vehicle liability insurance for bodily injury or death and property damage, with a combined single limit of \$500,000 per vehicle and \$1,000,000 per occurrence.
 - b. Liability insurance for bodily injury, personal injury or death, and property damage, with a minimum of \$500,000 per occurrence, claim, or incident, and \$1,000,000 annual aggregate.
6. Indemnification. The MPRS indemnifies the City against and holds the City harmless from any liability, losses, costs, and expenses, including reasonable attorney fees, for injuries to any persons or damage to any property arising out of or resulting from the provision of EMS, except for any of the foregoing caused by the City's negligence or willful misconduct. The City indemnifies the MPRS against and holds the MPRS harmless from any liability, losses, costs, and expenses, including reasonable attorney fees, for injuries to any persons or damage to any property arising out of or resulting from the provision of EMS, except for any of the foregoing caused by the MPRS's negligence or willful misconduct.
7. Dispatch and Communication Systems. The MPRS will equip and maintain the necessary equipment to effectively and efficiently communicate with the Iowa County Sheriff's Department Communication Center.
8. Licenses and Certifications. The MPRS will maintain all licenses and certifications required by the State of Wisconsin for EMS providers.
9. Rights and Remedies. In the event of litigation between the parties for disputes arising out of this contract, claims for unpaid amounts, or claims for negligence or willful misconduct, that litigation shall be brought only in the Circuit Court of the County of Iowa, State of Wisconsin, and the parties consent to the jurisdiction and venue of such court.
10. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
11. Entire Agreement. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made by any party to this Agreement or any third party on or before the effective date of this Agreement will be binding on the parties.
12. Assignability. This Agreement is not assignable by the City without the approval of the MPRS. This Agreement is not assignable by MPRS without the approval of the City.

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

City of Mineral Point

Mineral Point Rescue Squad, Inc

By: _____

By: _____

Jason Basting, Mayor

Steve Simmons, MPRS Service Director

Attest: _____

Matthew Honer, City Administrator

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the 15th day of May, 2015, by and between the City of Mineral Point, a Wisconsin municipal corporation (hereinafter referred to as "City"), and the Mineral Point Rescue Squad, Inc., a Wisconsin non-stock corporation (hereinafter referred to as "MPRS").

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

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

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

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

NOW THEREFORE, the City and the MPRS agree as follows:

1. Description of Services. The MPRS hereby agrees to provide EMS, including ambulance services, to the City. The MPRS shall have available, 24 hours per day, 7 days per week, an Basic Life Support (BLS) ambulance and licensed Emergency Medical Technicians (EMTs) to provide EMS within the jurisdictional boundaries of the City
2. Term of Contract. The term of this Agreement shall be two years, commencing on the 1st day of January, 2015, and expiring on the 31st day of December, 2016. The term of this Agreement shall automatically renew for successive one year renewal terms commencing on the 1st day of January, 2017, and each 1st day of January thereafter, unless one party notifies the other, in writing, at least 6 calendar months prior to the expiration date of the initial term or the applicable renewal term, as the case may be, of its intent not to renew. Indemnification and hold harmless provisions shall survive the termination of this Agreement and any renewal of it.
3. Price. For 2015, the City shall pay the MPRS \$24,870.00, that is, \$10.00 per resident, based on the 2014 population estimate determined by the Wisconsin Department of Administration. The first year rate of \$10.00 per year per person may be adjusted upward or downward, provided, however, that any upward adjustment in the per person per year rate shall not exceed 5%.
4. Snow Removal and Lawn Maintenance. The City shall provide lawn mowing and snow removal services at the MPRS building at 907 Ridge St., Mineral Point. It shall be the

City's policy to remove any snow and ice as soon as possible during and after a snow event to ensure that MPRS can safely navigate the ambulances in a timely fashion during emergencies. Snow and ice removal at the MPRS property shall be completed prior to any other locations in the City, with the exceptions being the Mineral Point Police Department and the Mineral Point Fire Department. Should MPRS determine and verify that the City deviated from the above policy during or after a snow event, the City shall reimburse MPRS for costs incurred by MPRS to have snow removed by a third party.

5. Insurance. The MPRS shall acquire and maintain throughout the term of this Agreement insurance covering services and vehicles provided by the MPRS of the following types and policy limits:
 - a. Vehicle liability insurance for bodily injury or death and property damage, with a combined single limit of \$1,000,000 per vehicle and \$10,000,000 per occurrence.
 - b. Commercial liability and professional liability insurance for bodily injury, personal injury or death, and property damage, with a minimum of \$1,000,000 per occurrence, claim, or incident, and \$2,000,000 annual aggregate.
6. Indemnification. The MPRS indemnifies the City against and holds the City harmless from any liability, losses, costs, and expenses, including reasonable attorney fees, for injuries to any persons or damage to any property arising out of or resulting from the provision of EMS, except for any of the foregoing caused by the City's negligence or willful misconduct.
7. Dispatch and Communication Systems. The MPRS will equip and maintain all necessary equipment to effectively and efficiently receive, dispatch, and communicate with the Iowa County Sheriff's Department, the Mineral Point Police Department, the Mineral Point Fire Department, the Wisconsin State Patrol, and other public safety service providers, as appropriate.
8. Licenses and Certifications. The MPRS will maintain all licenses and certifications required by the State of Wisconsin for EMS providers.
9. Rights and Remedies. In the event of litigation between the parties for disputes arising out of this contract, claims for unpaid amounts, or claims for negligence or willful misconduct, that litigation shall be brought only in the Circuit Court of the County of Iowa, State of Wisconsin, and the parties consent to the jurisdiction and venue of such court..
10. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
11. Entire Agreement. This Agreement contains the entire agreement of the parties. No other


agreement, statement, or promise made by any party to this Agreement or any third party on or before the effective date of this Agreement will be binding on the parties.

12. Assignability. This Agreement is not assignable by MPRS without the approval of the City.


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

City of Mineral Point

Mineral Point Rescue Squad, Inc.

By: 
Greggory Bennett, Mayor

By: 
Steven M. Simmons, Chief/President

Attest: 
Debi Heisner,
City Administrator, Clerk-Treasurer



AGENDA REQUEST

Mineral Point, Wisconsin

7/11/2023

TOPIC: Approval of Access and Lift Station Easements for Fair Street Lift Station rehabilitation and relocation.

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

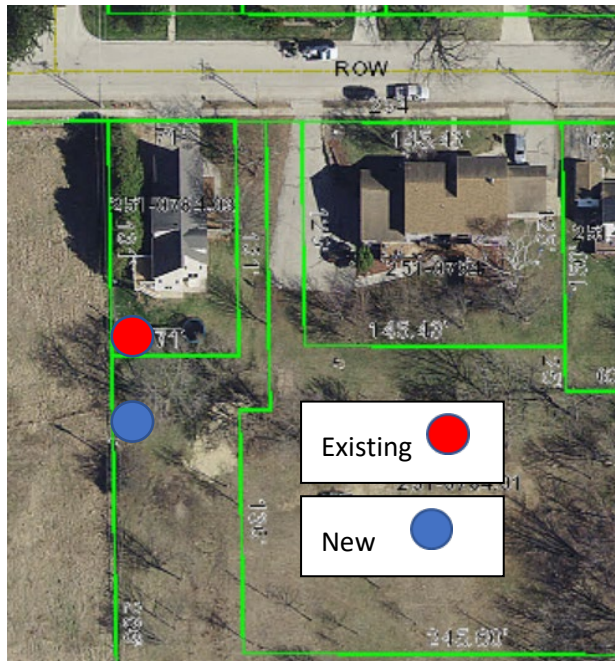
Meeting: City Council

Department Reporting: Administration

Submitted by: Matthew Honer

ISSUE: The approved lift station and relocation of the Fair Street easement requires a legal easement for the placement and access to the lift station.

BACKGROUND/ANALYSIS: The Fair Street and 9th Street lift stations are anticipated to be completed this later this year. The Fair Street lift station is being moved from the back yard of the residential lot at 750 Fair Street to the neighboring parcel. It is anticipated the movement of the lift station will allow the City easier access and be less intrusive to residents in the area.



RECOMMENDATION: Staff recommends approval of the lift station and access easements.

FISCAL IMPACT: OTHER FUNDING

Lift station relocation and rehabilitation are anticipated expenses in the 2022 Sewer Revenue bond. There are no expected compensation fees for the easement. The easements do have engineering, design, legal review, and recording fees.

ATTACHMENTS: Lift Station and Access Easements

LIFT STATION EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

RESERVED FOR RECORDING

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the Grantor and located in the City of Mineral Point, Iowa County, Wisconsin, ("Parcel") which portion is more generally described as the Easement Area on Exhibit A and depicted on Exhibit B, which are attached hereto and incorporated by reference ("Easement Area").

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

251-0784.02 (pt.)
PARCEL IDENTIFICATION NUMBER

2. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor hereby grants to City a perpetual right and easement to survey, construct, install, operate, maintain, alter, replace, repair and remove a lift station on, over, in, under and through the Easement Area, along with any and all necessary supporting and incidental apparatus and facilities.

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

4. Construction. Grantee shall notify Grantor prior to commencing construction with the intent of enabling the parties to work together in good faith to minimize any inconvenience during construction.

5. Restoration and Maintenance. The City shall restore, as best as practicable, the Easement Area to the condition existing prior to use of the same by the City. Restoration includes, but is not necessarily limited to, replacing topsoil and grass. The duty to restore shall extend to disturbances of existing conditions, other than those arising out of ordinary use and operation, resulting from construction, installation, operation, maintenance, alteration, replacement, repair or removal of lift station facilities. Following completion of construction or other restoration, the Grantee will retain responsibility for general maintenance.

6. Grantor's Continuing Right of Use; No Obstruction. The Grantor shall have the right to use the Easement Area for purposes not inconsistent with City's full enjoyment of the rights granted by this easement, provided that the Grantor shall not erect or construct any building or other permanent structure or plant any trees within said tract of land.

7. No Assumption by Grantor; Indemnification. By granting this easement, the Grantor is not assuming City's obligations with respect to construction, maintenance and/or repair of the lift station. The City covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, its successors and assigns. City shall indemnify, defend and hold harmless the Grantor, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from City's and/or City's agent's acts or omissions with respect to construction, maintenance and/or repair of the lift station in the Easement Area or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the City, except to the extent caused by the negligence or willful misconduct of the Grantor or the Grantor's agents, employees, guests, invitees, and licensees.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor and City have hereunto set their hands and seals this ____ day of _____ 2023.

GRANTOR:
ULLT LLC

GRANTEE:
City of Mineral Point

By: _____
Member

By: Jason Basting
Mayor

Attested By: Christy Skelding
City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2023, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

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

NOTARY SEAL

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2023, the above-named Jason Basting, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

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

NOTARY SEAL

EXHIBIT A

Easement Description:

A Sanitary Sewer Lift Station Easement for the purpose of installation and maintenance of sanitary sewer lift station and all associated components located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 6, Township Four North (T4N), Range Three East (R3E), City of Mineral Point, Iowa County, Wisconsin, within the property as described in Lot #3 of Certified Survey Map No. 1005, recorded in Volume 7 of Certified Survey Maps at Pages 104 and 105 as Document #289230, more fully described as follows:

Commencing at Northwest corner of Lot #4 of Certified Survey Map #1005 being the Northwest corner of Section 6, Township Four North (T4N), Range three East (R3E), thence S 89°42'48" E 71.00' along the north line of the Northwest Quarter (NW 1/4) of said Section 6 to the northeast corner of said Lot #4 of said Certified Survey Map #1005;

Thence continuing S 00°52'12" E 161.00' to the southeast corner of said Lot #4 of Certified Survey Map #1005 and the Point of Beginning;

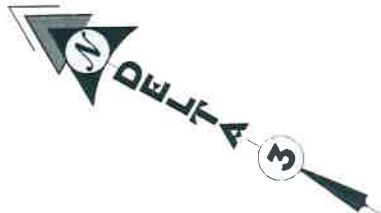
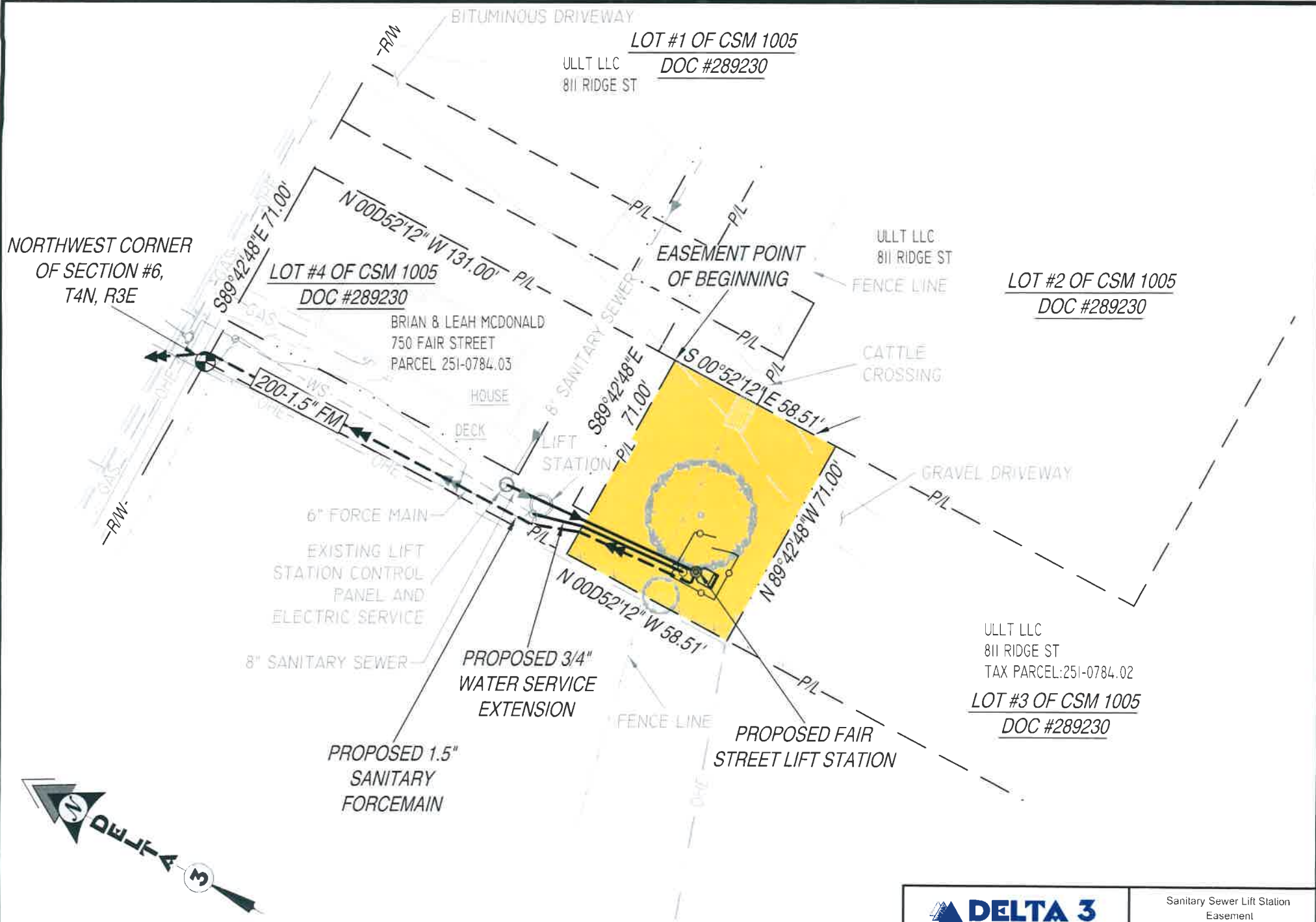
Thence continuing S 00°52'12" E 58.51' along the east line of Lot #3 of Certified Survey Map #1005;

Thence N 89°42'48" W 71.00' to the west line of said Lot #3 of Certified Survey Map #1005;

Thence N 00°52'12" W 58.51' to the northwest corner of said Lot #3;

Thence S 89° 42'48" E 71.00' to the southeast corner of said Lot #4 of Certified Survey Map #1005 and the Point of Beginning.

The above-described Sanitary Sewer Lift Station Easement contains 0.10 acres, more or less, and is subject to any and all easements of record and/or usage.



FOR THE LOCAL MUNICIPAL AND REGIONAL ENGINEERING
 DESIGN • LAND DEVELOPMENT • PLANNING • AND IMPROVEMENTS
 675 SOUTH GARDEN STREET, SUITE 100 (202) 458-5555
 RAVENHILL, WISCONSIN 53074
 FOR SERVICE SKILL: (262) 540-7800
 20211021-1231 Civil CAD/Exhibit/LSE Easement.dwg

Sanitary Sewer Lift Station
 Easement
 Mineral Point, Wisconsin

Project No. 0221-123	Drawn By: C. Cooper
Date: June 2, 2023	Scale: 1" = 40'
For Questions Regarding this Project, Please Contact: Mr. Bart P. Nien, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	

ACCESS EASEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

1. Property Subject to Agreement. The real property subject to the Agreement is owned by the Grantor and located in the City of Mineral Point, Iowa County, Wisconsin, and is more generally described as the Access Easement on Exhibit A which is attached hereto and incorporated by reference ("Easement Area").

2. Grant of Access Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor hereby grants to Grantee a perpetual right and easement for ingress and egress on, over, across, through and under the Easement Area, including the right to manage and maintain the Easement Area.

3. Grantor's Continuing Right of Use; No Obstruction. The Grantor shall have the right to use the Easement Area for purposes not inconsistent with Grantee's full enjoyment of the rights granted by this easement. Neither the Grantor, Grantee nor any person permitted to use the Easement Property under the terms of this easement may utilize the Easement Area in a way that interferes with its use by any other person permitted to use it. Any obstructions or impediments to the use of the Easement Area may be removed, without notice, by the Grantor or Grantee and the cost of such removal shall be borne by the party causing or responsible for such obstruction.

4. Improvements and Maintenance. The Grantee shall have the right, but not the obligation, to construct, at its sole expense, improvements upon the Easement Property to make the Easement Area suitable for vehicular use. The Grantee shall be responsible for maintaining the Easement Area to the extent necessary for the uses described in this Access Easement, but the Grantor shall be responsible for construction, maintenance (including plowing), replacement and/or repair of any driveway on, over or through the Easement.

5. No Assumption by Grantor; Indemnification. The grant of this easement does not require the Grantor to assume Grantee's obligations with respect to construction, maintenance (including plowing), replacement and/or repair of any driveway on, over or through the Easement Area. Grantee covenants to use the easement for access and egress only so that no unreasonable damage will result from its use to the adjacent land of the Grantor, its successors and assigns. Each party shall indemnify, defend and hold harmless the other party, its employees and its agents, from any cost, claim, suit, liability and/or award which might come, be brought, or be assessed, resulting from that party's or its agent's use of the Easement Property, except to

RESERVED FOR RECORDING

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

251-0784.01 (pt.) and 251-0784.02 (pt.)
PARCEL IDENTIFICATION NUMBER

the extent caused by the negligence or willful misconduct of the other party or its agents, employees, guests, invitees or licensees.

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

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

8. Representations and Warranties; Authority to Bind. By signing this Agreement, the parties warrant and represent, respectively, that it has full authority to sign this Agreement and to bind the property accordingly.

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

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

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

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

IN WITNESS WHEREOF, the Grantor and City have hereunto set their hands and seals
this ____ day of _____ 2023.

GRANTOR:
ULLT LLC

GRANTEE:
City of Mineral Point

By: _____
Member

By: Jason Basting
Mayor

Attested By: Christy Skelding
City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2023, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

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

NOTARY SEAL

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF IOWA)

Personally came before me this ____ day of _____ 2023, the above-named Jason Basting, Mayor, and Christy Skelding, City Clerk, to me known to be the persons and officers who executed the foregoing instrument and acknowledge the same.

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

NOTARY SEAL

EXHIBIT A

Access Easement Description:

An Access Easement for ingress and egress on, over, across, through and under the following described property for the purpose of accessing a sanitary sewer lift station and all associated components; said Access Easement being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 6, Township Four North (T4N), Range Three East (R3E), City of Mineral Point, Iowa County, Wisconsin, within the property as described in Lots #2 and #3 of Certified Survey Map No. 1005, recorded in Volume 7 of Certified Survey Maps at Pages 104 and 105 as Document #289230, more fully described as follows:

Commencing at Northwest corner of Lot #4 of Certified Survey Map #1005 being the Northwest corner of Section 6, Township Four North (T4N), Range Three East (R3E), thence S 89°42'48" E 71.00' along the north line of the Northwest Quarter (NW 1/4) of said Section 6 to the northeast corner of said Lot #4 of said Certified Survey Map #1005 and the Point of Beginning;

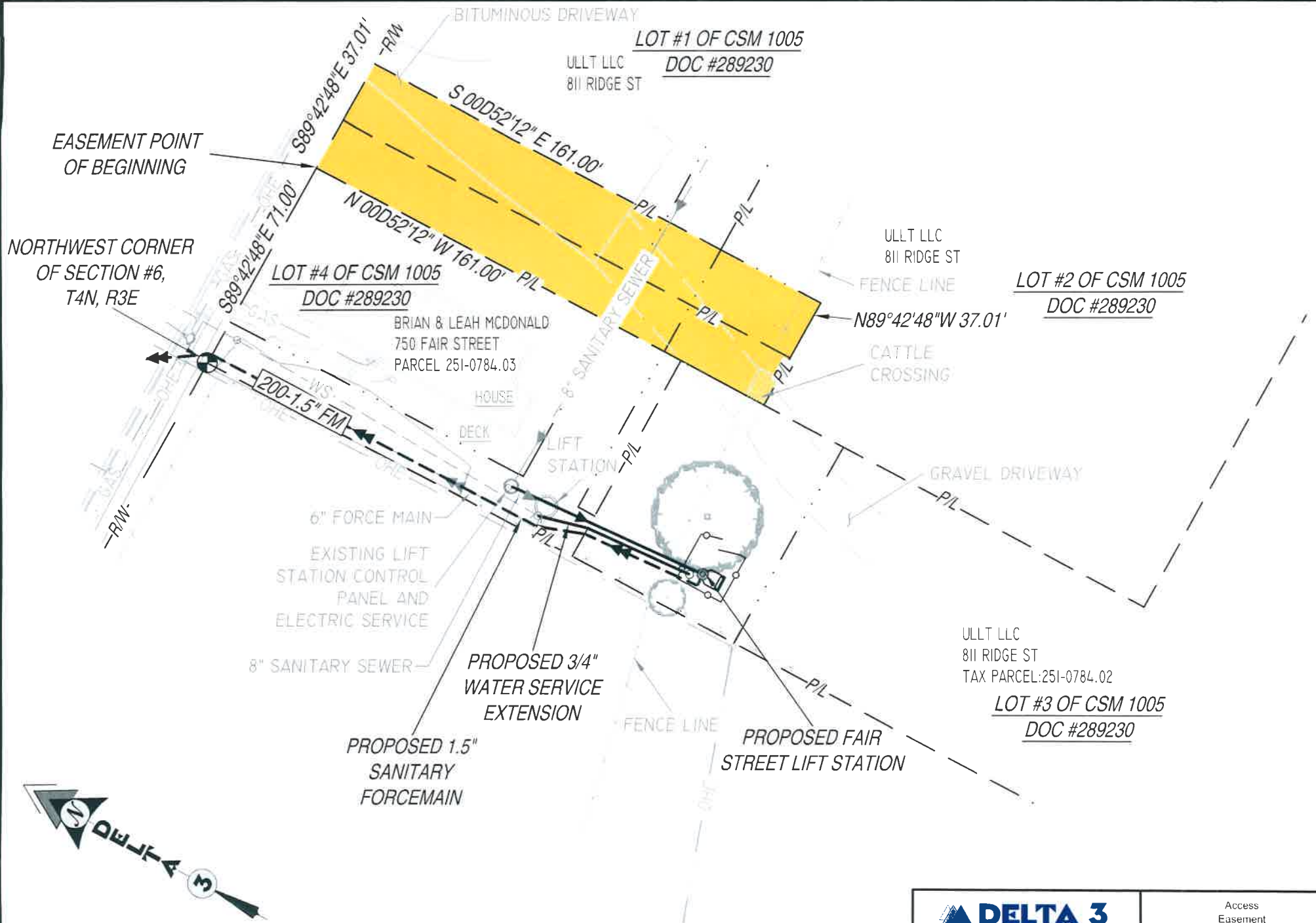
Thence continuing S 89°42'48" E 37.01' to the northwest corner of said Lot #1 of Certified Survey Map #1005;


Thence S 00°52'12" E 161.00' along the west line of Lot #1 of Certified Survey Map #1005;

Thence N 89°42'48" W 37.01' to the west line of Lot #2 of Certified Survey Map #1005;

Thence N 00°52'12" W 161.00' to the northeast corner of said Lot #4 and the Point of Beginning.

The above-described Access Easement contains 0.14 acres, more or less, and is subject to any and all easements of record and/or usage.



 <p>PROFESSIONAL ENGINEERING & SURVEYING CIVIL ENGINEERING • LAND DEVELOPMENT • PLANNING & LAND SERVICES 800 SOUTH DELTA DRIVE, SUITE 100 • P.O. BOX 348 • 53001 FARMVILLE, WISCONSIN 53001 800 JEROME STREET • P.O. BOX 348 • 53001 DELAWARE, ILLINOIS 60814</p>		Access Easement Mineral Point, Wisconsin	
		Project No: D21-123 Date: June 2, 2023	Drawn By: C. Coyne Scale: 1" = 40'
2021D21-123/Civil/CAD/Exhibit/AccessEasement.dwg		For Questions Regarding this Project, Please Contact Mr. Stan P. Niles, P.E. Delta 3 Engineering, Inc. Telephone: 608-348-5355	



AGENDA REQUEST

Mineral Point, Wisconsin

6/10/2023

TOPIC: Resolution 2023-05, amending the City of Mineral Point 2023 Operating Budget.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Finance Committee
Department Reporting: Administration	Submitted by: Matthew Honer
<u>ISSUE:</u> The cost of a planned stormwater project exceeded the storm sewer maintenance budget.	
<u>BACKGROUND/ANALYSIS:</u> City Council approved \$10,500 for a stormwater project to stabilize a drainage way at 911 Fountain St. November 2022. The approved 2023 budget only had \$6,000 for stormwater maintenance. The project was completed at a total cost of \$9,122. In the ongoing budget management effort, the proposed resolution would move \$3,122 from the contingency expenditure account to the storm sewer expenditure account. No additional stormwater projects are expected this year. The proposed transfer would result in a balance of \$28,161 in the contingency account.	
<u>RECOMMENDATION:</u> Staff recommends the transfer of \$3,122 from the contingency fund to the storm sewer account.	
<u>FISCAL IMPACT:</u> BUDGET Click here to enter text.	
<u>ATTACHMENTS:</u> Invoice from Ivey Construction	



Ivey Construction Inc

1020 Bollerud St

Mineral Point, WI 53565

Invoice

Date	Invoice #
5/25/2023	238650

Bill To
Mineral Point, City of-Water 137 High Street Suite 1 Mineral Point, WI 53565

Ship To

P.O. Number	Terms	Due Date	Project
	Net 40	7/4/2023	

Description	Quantity	U/M	Price Each	Amount
05/24/23: Robin Wiegmann Drainage Ditch				
RIP RAP- yards	270	ton	18.10	4,887.00
MOVING CHARGE- Delivery of equipment	2	hr	205.00	410.00
LABOR- hour	15	hr	75.00	1,125.00
OPERATE 250X4 LINKBELT- hr	9	hr	205.00	1,845.00
TRACTOR & DISC- hour	2	ea	105.00	210.00
STRAW BALES- each	35	ft	7.00	245.00
GRASS SEED- total	1	ea	400.00	400.00
<i>Storm sewer maint budget (6000)</i> <i>100-00-53440-310</i>				

			Sales Tax (5.5%)	\$0.00
			Total	\$9,122.00
			Payments/Credits	\$0.00
			Balance Due	\$9,122.00

Phone #
6089872967

RESOLUTION NO. 2023-05

RESOLUTION AMENDING THE CITY OF MINERAL POINT 2023 OPERATING BUDGET

WHEREAS, the City of Mineral Point has approved expenditures requiring transfer of funds between budgeted appropriations in the adopted 2023 Operating Budget; and

WHEREAS, the City of Mineral Point desires to follow sound accounting practices in managing its General Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MINERAL POINT, IOWA COUNTY, WISCONSIN, that the 2023 Operating Budget is amended as follows:

The sum of \$3,122 is hereby added to the following Expenditure Account:

100-00-53440-310-000 Storm Sewers

The sum of \$3,122 is hereby removed from the following Expenditure Account:

100-00-59900-000-000 Financing Contingency

Adopted and approved this ____ day of _____, 2023.

Jason Basting, Mayor

ATTEST:

Christy Skelding, City Clerk/Treasurer

It was moved by _____ and seconded by _____
that the foregoing resolution be adopted.
Upon roll call vote, the following voted Aye: _____

The following voted No: _____
The Mayor declared the resolution adopted.