

PECATONICA RAIL TRANSIT COMMISSION

20 S Court Street ♦ PO Box 262 ♦ Platteville, Wisconsin 53818
MEMBER COUNTIES: GREEN ♦ IOWA ♦ LAFAYETTE ♦ ROCK

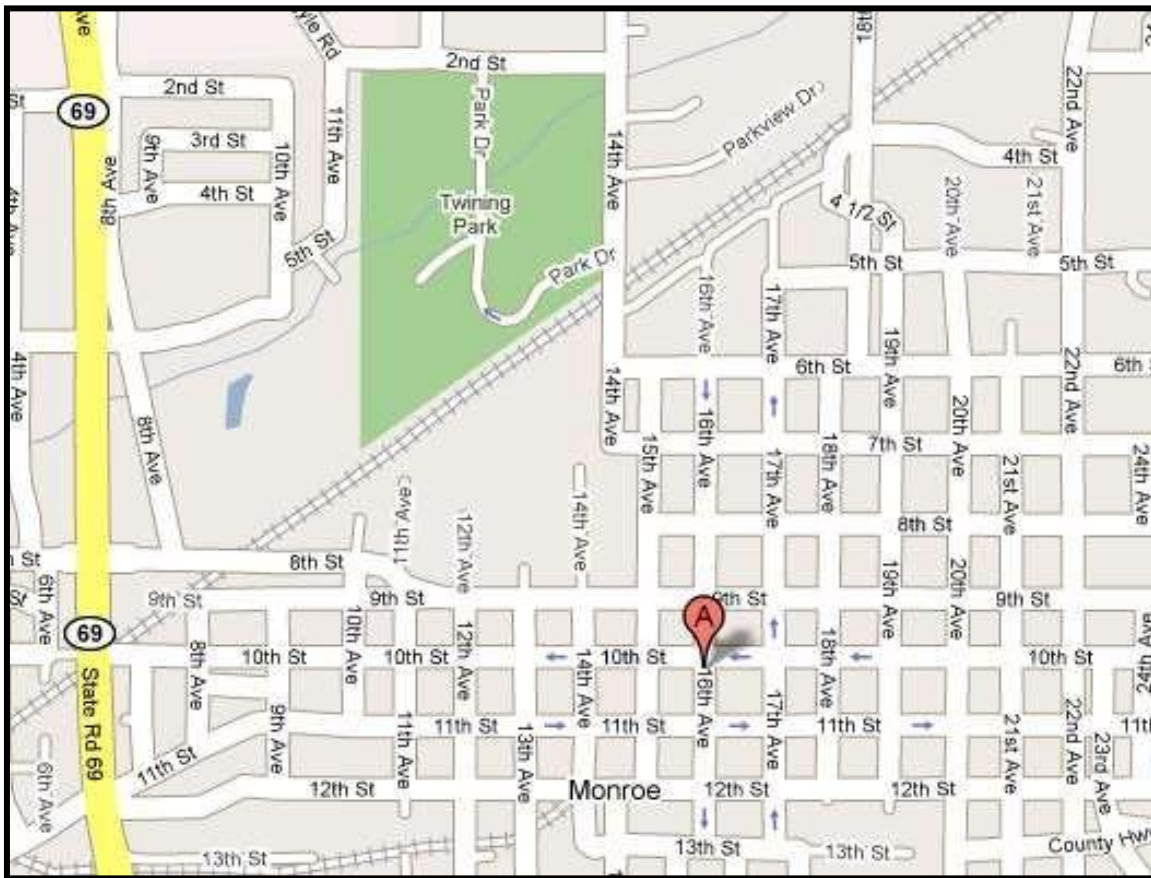
TO: Pecatonica Rail Transit Commissioners & Other Interested Persons
FROM: Alyssa Schaeffer, PRTC Administrator
RE: Friday, April 25, 2025 PRTC Meeting Agenda

Pecatonica Rail Transit Commission

2nd Floor Courtroom, 1:00 pm

Friday, April 25, 2025

Green Co. Courthouse • 1016 16th Ave • Monroe, WI



Meetings are typically held on the fourth Friday of each quarter at 1 PM in Monroe. 2025 meeting dates are January 10, April 25, July 25, and October 24.

NOTICE is sent to: County Clerks in PRTC's region for posting. If you have any questions regarding the agenda, please contact Alyssa Schaeffer at rtc@swwrpc.org or (608) 348-5055.

Thank you for your interest and assistance.

Pecatonica Rail Transit Commission

1:00pm • Friday, April 25, 2025

Green Co. Courthouse, 2nd Floor Courtroom, 1016 16th Ave • Monroe, WI

Meeting Agenda

1. 1:00 PM **Call to Order** – Harvey W. Kubly, Chair
2. Roll Call. **Establishment of Quorum** – Alyssa Schaeffer, PRTC Administrator
3. Action Item. **Certification of Meeting's Public Notice** – Noticed by Schaeffer
4. Action Item. **Approval of Agenda** – Prepared by Schaeffer
5. Action Item. **Approval of draft minutes from the previous meeting** – Prepared by Molzof, previous Admin
6. Updates. **Public Comment** – Time for public comment may be limited by the Chair
7. Updates. **Announcements / Comments by Commissioners** – Discussion may be limited by the Chair

REPORTS & COMMISSION BUSINESS

- 10 minutes estimated | Update & Action*
8. **PRTC Financial Report** – Admin, Treasurer
 - Treasurer's Report
 - Approve payment of bills, if any
 - Draft 2026 Budget Discussion
 - Discussion and possible action on legal newspaper for budget posting
 - Discussion and possible action to designate administrators Schaeffer and Hauck to have read only rights on all bank accounts
- 5 minutes estimated | Discussion & Possible Action*
9. **2026 Staff Services Agreement with Southwestern Wisconsin Regional Planning Commission (SWWRPC)** – Admin
- 10 minutes estimated | Update*
10. **WSOR Operation's Report** – Ken Lucht, WSOR
- 10 minutes estimated | Update*
11. **WisDOT Report** – Lisa Stern / Ben Mohlke, WisDOT
 - Rail assistance grants/loans
 - Janesville bridge project
- 10 minutes estimated | Update*
12. **Tri-County Trail Commission Report** – Commissioners or Max Blackburn, TCTC Coordinator
 - Update on Trail Condition
 - Update on Grant Applications
 - Update on Allen Road Bridge
- 20 minutes estimated | Discussion and possible action*
13. **PRTC Owned Tax Parcel ID 206-1078.0000, City of Darlington, Lafayette Co, WI** – Attorney / Administrator
 - Update on status with City of Darlington
 - Possible Lease Renewal Terms for Current Lease with Becky Burbach (f/k/a Becky Butson)
- 10 minutes estimated | Update & Possible Action*
14. **South Wayne Trail Maintenance** - Admin
 - Pecatonica Cooperative Oil Company Parcel ID 181.0002.0000
- 10 minutes estimated | Update & Possible Action*
15. **Discussion and possible action Leases / Agreements**
 - City of Mineral Point, Parking Lot Lease, 20-year term, ending March 31, 2025
- 5 minutes estimated | Update & Possible Action*
16. **Permit Requests, if any** – Alyssa Schaeffer, PRTC Admin
- Action Item*
17. **Adjournment**

PRTC JANUARY 10, 2025 MEETING MINUTES – DRAFT FOR APPROVAL

Pecatonica Rail Transit Commission Special Commission Meeting – Friday, January 10, 2025 at 11:00 am Meeting held in person and via zoom

1. 11:00 AM **Call to Order** – Harvey Kubly, Chair 11:00 am
2. Roll Call. **Establishment of Quorum** – Misty Molzof, Admin

Green	Harvey W. Kubly, Chair	X	Iowa	Charles Anderson, Secretary	X
	Larry Kranig	Virtual		Bill Ladewig	X
	Mark Gundlach	X		Craig Hardy	Virtual
Lafayette	Jeff Berget	X	Rock	Tom Brien, 1 st Vice Chair	X
	Luke McGuire	Virtual		Dave Homan	X
	Donna Flannery, Vice-Secretary	E		Kevin Stone	E
	Mark Pinch, Alternate	E			

Others present for all or some of the meeting:

- Misty Molzof, Administrator - Julia Potter, Attorney - Ken Lucht, WSOR - Max Blackburn, TCTC (Virtual)	- Ben Mohlke & Mike Finkenbinder, WisDOT - Becky Burbach, Lessee (Virtual) - Andrea Larson, Iowa County Citizen
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3. Action Item. **Certification of Meeting's Public Notice** – Noticed by Molzof.
 - Motion to approve meeting's public notice – Anderson/Gundlach. Passed Unanimously.
4. Action Item. **Approval of Amended Agenda** – Prepared by Molzof.
 - Motion to approve the amended agenda. Brien/Berget. – Passed Unanimously.
5. Action Item. **Approval of draft October 25, 2024 Meeting Minutes** – Prepared by Molzof.
 - Motion to approve the October 25, 2024 meeting minutes adding Julia Potter as present. Gundlach/Anderson. Passed Unanimously.
6. Updates. **Public Comment** – None.
7. Updates. **Announcements by Commissioners**– None.

REPORTS & COMMISSION BUSINESS

8. **Approve Treasurers Report and Payment of Bills** – Gundlach, Treasurer
 - Motion to approve treasurers report, payment of invoice to SWWRPC for 4th quarter 2024 administration services in the amount of \$1,928.00; transfer of funds from checking into LGIP in the amount of \$115,000.00, and transfer \$160,902.57 from Fidelity to LGIP capital funds. Berget/Anderson. Passed Unanimously.

9. **WSOR Operations Report** – Lucht, WSOR

Lucht reported WSOR is finished installing ties for the season; crews are busy with brush cutting; 2024 revenue and carloads were down due to movement of grain likely caused from the low prices; there is a high density of internal defects on the Monroe Subdivision that will be inspected more frequently and addressed as required; WSOR standard practice is to replace old timber bridges with concrete and steel or culverts when possible; the Jefferson Ethanol Plant will be reopening and have positive impact on rail; the Evansville Soybean plant has a negative impact on rail as they are using trucks instead of trains.

10. **WisDOT Report** – Mohlke, WisDOT.

Mohlke reported that the Janesville Bridge project is progressing and the plan is to lift weight restrictions and put all on the same line with trackage rights in place; preliminary engineering is moving forward; and introduced Mike Fickenbinder as a new addition to the Rails and Harbors Unit at DOT.

11. **Tri-County Trail Commission Report** – Blackburn, TCTC

Blackburn reported that bridge inspections have been done and there is mixed results, on most, the substructure is good but the decking is degraded; ties are deteriorated under the concrete decks; TCTC is looking into possible grants and funding sources; and various clubs have been doing cleaning along the corridor.

PRTC JANUARY 10, 2025 MEETING MINUTES – DRAFT FOR APPROVAL

12. Permit Requests – Molzof, Admin

- Motion to approve utility permit application for WI Power & Light, Village of Browntown, Green County, contingent upon receipt of application fee, certificate of insurance, legal review and approval of additional drawings showing the proposed construction, clearances, etc. will comply with Trans 29 before proceeding with construction work, and with a condition that the permittee will remove or relocate all above-ground facilities, including the transformer, within 90 days of receiving notice from PRTC that such removal or relocation is necessary or convenient to facilitate railroad service on the corridor. In connection with such removal or relocation, permittee will restore the affected property to a condition that is as near or as is reasonably practicable to its preexisting condition and that is reasonably acceptable by the PRTC. Failure of the permittee to satisfactorily restore the property shall be grounds for PRTC to arrange to restore the deficiency, and permittee shall pay the cost of the restoration. In addition, permittee shall place a Ballard in front of the transformer. Brien/Homan. Passed Unanimously.

13. PRTC Owned Tax Parcel ID 206-1078.0000, City of Darlington, Lafayette County, WI – Attorney / Administrator

Burbach reported that they are proceeding with building improvements and plan to work with the city to come up with a plan and timeline for repairing the wall; the permit will be applied for next week; and will attempt to adhere to the May 1st compliance deadline.

14. Encroachments and Trespassing Issues – Molzof, Admin

Potter stated that commissioners were sent a copy of the negotiated \$35,000 settlement offer, where each party will pay 1/3 of the total: Insurance company, Power, and Logging Company.

- Motion to approve settlement offer as presented and vetted by the attorney. Ladewig/Anderson. Passed Unanimously.

15. Closed Session. Consideration of and action on adjourning to closed session pursuant to Wis. Stat. Sec. 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved related to a real estate matter(s) as listed in agenda items #13 & #14 above– Attorney

- Motion to adjourn to closed session pursuant to Wis. Stat. Sec. 19.85(1)(g) as detailed above. Ladewig/Hardy. Upon Roll Call Vote, Passed Unanimously.

Meeting adjourned to closed session at approximately 11:52 am

Meeting reconvened into open session at approximately 12:10 pm.

16. PRTC Owned Tax Parcel ID 206-1078.0000, City of Darlington, Lafayette County, WI – Attorney / Administrator

- Motion for attorney to proceed as discussed in closed session. Hardy/Berget. Passed Unanimously.

17. Encroachments and Trespassing Issues – Potter, Attorney

Acted upon prior to entering into closed session.

18. Administrators Report – Molzof, Admin

Molzof reported that the PRTC received a property tax bill this year for the 1st time. After communicating with Lafayette County, the tax bill is for the Pavilion owned by TCTC and was previously issued as a personal property tax bill directly to them; however, with changes in the personal property laws starting this year, the tax bill will come to the PRTC, and we will forward it to TCTC for payment request confirmation of payment from TCTC.

19. Adjournment.

- Motion to Adjourn at 12:15 pm. Anderson/Homan. Passed Unanimously.

PRTC Cash Flow
January 1 - March 31, 2025

[illegible]

Pecatonica Transit Commission (PRTC)
Revenue/Expense Statement
For 3 Month(s) Ending March 2025

	PRTC Funds	Project Funds	Total Funds	Budget 2025	Difference Budget Less Actual
<u>Revenues</u>					
WSOR Lease	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 12,000.00	\$ 9,000.00
Land Leases/Easements	\$ 35,000.01	\$ -	\$ 35,000.01	\$ (34,750.01)	\$ (69,750.02)
Permits/Private Crossings	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ (300.00)
Interest PRTC	\$ 2,380.44	\$ -	\$ 2,380.44	\$ 1,250.00	\$ (1,130.44)
Taxes Reimbursed			\$ -	\$ -	\$ -
County Operating Revenue			\$ -	\$ -	\$ -
County-Project Revenue-2025		\$ 34,000.00	\$ 34,000.00	\$ 34,000.00	\$ 34,000.00
Total Revenue	\$ 40,680.45	\$ 34,000.00	\$ 74,680.45	\$ 12,499.99	\$ (28,180.46)
			\$ -		
<u>Expenses</u>					
General	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Management	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
Project Management		\$ -	\$ -		\$ -
Audit Services	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Rail Project		\$ -	\$ -	\$ 34,000.00	\$ 34,000.00
Other Projects		\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ 47,500.00	\$ 47,500.00
			\$ -		
Net Income	\$ 40,680.45	\$ 34,000.00	\$ 74,680.45	\$ (35,000.01)	\$ (75,680.46)

Pecatonica Transit Commission (PRTC)

Balance Sheet

For 3 Month(s) Ending March 2025

	PRTC Funds 2025	Project Funds 2025	Total Funds 2025	PRTC Funds Prior Year End	Project Funds Prior YR End	Total Funds Prior Yr End
<u>Assets</u>						
Checking Account	\$ 92,547.71	\$ -	\$ 92,547.71	\$ 137,152.79	\$ -	\$ 137,152.79
LGIP	\$ 115,888.27	\$ -	\$ 115,888.27	\$ -	\$ -	\$ -
Fidelity (4.2% Interest, Due 11/13/2025)		\$ 29,989.50	\$ 29,989.50	\$ -	\$ 30,013.50	\$ 30,013.50
Fidelity - Cash Reserves		\$ 162,395.83	\$ 162,395.83	\$ -	\$ 160,902.57	\$ 160,902.57
				\$ -	\$ -	\$ -
Total Cash Assets:	\$ 208,435.98	\$ 192,385.33	\$ 400,821.31	\$ 137,152.79	\$ 190,916.07	\$ 328,068.86
Accounts Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets		\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets		\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets		\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Current Assets:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 208,435.98	\$ 192,385.33	\$ 400,821.31	\$ 137,152.79	\$ 190,916.07	\$ 328,068.86
<u>Liabilities</u>						
Accounts Payable	\$ -	\$ -	\$ -	\$ 1,928.00	\$ -	\$ 1,928.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ -	\$ -	\$ -	\$ 1,928.00	\$ -	\$ 1,928.00
<u>Fund Balances</u>						
			\$ -			\$ -
Profit / (Loss) - Current Year	\$ 40,680.45	\$ 34,000.00	\$ 74,680.45			\$ -
Committed	\$ -	\$ 224,916.07	\$ 224,916.07		\$ 224,916.07	\$ 224,916.07
Unassigned	\$ 101,224.79	\$ -	\$ 101,224.79	\$ 101,224.79		\$ 101,224.79
Total Fund Balances	\$ 141,905.24	\$ 258,916.07	\$ 400,821.31	\$ 101,224.79	\$ 224,916.07	\$ 326,140.86

SOUTHWESTERN WISCONSIN REGIONAL PLANNING
20 S COURT STREET
PO BOX 262
PLATTEVILLE WI 53818

PECATONICA RTC
PO BOX 262
PLATTEVILLE WI 53818

**** Invoice # 1022 ****

Reference# 1st Quarter Admin

INVOICE DESCRIPTION: 1st Quarter 2025 Administrator Services

Billing Date: 03/31/2025

Due Date: 04/30/2025

Item Amount

\$2,000.00

TOTAL BALANCE DUE: \$2000.00

NOTE: THANK YOU!

Any questions, please contact us at (608) 342-6065

NOTICE OF PUBLIC HEARING and BUDGET SUMMARY FOR THE PECATONICA RAIL TRANSIT COMMISSION (PRTC)

Notice is hereby given that the SCWRTC made up of 4 Wisconsin Counties including: Green, Lafayette, Iowa, and Rock; will hold a public hearing on the Commission's proposed 2026 Budget on Friday, July 25, 2025 at 1:00 pm at the Green County Courthouse, 1016 16th Avenue, Monroe, WI. Immediately following the public hearing, a Regular Meeting of the Commission will be held to approve the 2026 budget. The proposed budget is available for inspection at: <https://www.swwrpc.org/services/transportation-planning/documents-publications/rail-transit-commissions/pecatonica-rail-transit> or by contacting the Administrator, Alyssa Schaeffer at rtc@swwrpc.org or (608) 348-5055.

Following is the proposed 2026 budget:

PRTC DRAFT 2026 Budget
Presented for Discussion and Possible Action on July 25, 2025

	2024 Budget	2025 Budget	2025 Current through March 31, 2025	% Current	2026 Budget	Budget Change	Notes/ % Change
Revenue							
Green County Contribution	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	100%	\$ 30,000.00	\$ -	0.00%
Lafayette County Contribution	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	100%	\$ 4,000.00	\$ -	0.00%
WSOR Lease	\$ 12,000.00	\$ 12,000.00	\$ 3,000.00	25%	\$ 12,000.00	\$ -	0.00%
Permits	\$ -	\$ -	\$ 300.00		\$ -	\$ -	
Land Leases Easements	\$ 250.00	\$ 250.00	\$ 35,000.01	14000%	\$ 300.00	\$ 50.00	20.00%
Interest	\$ 600.00	\$ 1,250.00	\$ 2,361.24	189%	\$ 6,600.00	\$ 5,350.00	428.00%
						\$ -	
Total Income	\$ 46,850.00	\$ 47,500.00	\$ 74,661.25	157%	\$ 52,900.00	\$ 5,400.00	11.37%
Operating Expenses							
Management and Accounting	\$ 7,712.00	\$ 8,000.00	\$ -	0%	\$ 8,400.00	\$ 400.00	5.00%
Audit Services	\$ -	\$ -	\$ -		\$ -	\$ -	
Legal Services	\$ 5,000.00	\$ 5,000.00	\$ -	0%	\$ 10,000.00	\$ 5,000.00	100.00%
Misc (safe deposit box, publication fees)	\$ 138.00	\$ 500.00	\$ -	0%	\$ 500.00	\$ -	0.00%
Capital Expense							
Rail /Trail Projects	\$ 34,000.00	\$ 34,000.00	\$ -	0%	\$ 34,000.00		0.00%
Total Expenses	\$ 46,850.00	\$ 47,500.00	\$ -	0%	\$ 52,900.00	\$ 5,400.00	11.37%
Net	\$ -	\$ -	\$ 74,661.25		\$ -	\$ -	

RENEWAL of STAFF and ACCOUNTING SERVICES AGREEMENT
Between
Pecatonica Rail Transit Commission (PRTC)
And
Southwestern Wisconsin Regional Planning Commission (SWWRPC)

As authorized by the PRTC at its April 25, 2025 meeting, the SWWRPC agrees to provide staff and accounting services to PRTC for a period of twelve (12) months from January 1, 2026 through December 31, 2026.

Staff services are defined to include personnel costs related to staffing the Commission and other direct and indirect costs related to travel, office supplies, printing, postage, and records management. Accounting services are defined to include personnel costs related to additional staffing time, and other direct and indirect costs related to travel, office supplies, printing, postage, records management, audit communications, and financial management software. Mileage will be billed at the prevailing IRS rate.

The total approved contract will not exceed \$8,400 without authorization by the PRTC.

Duties such as project management, grant writing, and grant administration are excluded from this contract and will be invoiced separately at a rate of \$110.00 per hour. No such work shall commence without PRTC authorization and approval of these services by both parties.

This agreement is executed by the PRTC and SWWRPC on _____.

South Central Wisconsin Rail Transit Commission

Harvey Kubly, Chair

Charles Anderson, Secretary

Southwestern Wisconsin Regional Planning Commission

Troy Maggied, Executive Director

Historic Staff Services Contract Information				
Year	Staffing Contract	Accounting Contract	Total Contract	Notes
2017	\$6,000		\$6,000	
2018	\$6,600		\$6,600	
2019	\$6,600		\$6,600	
2020	\$6,600		\$6,600	
2021	\$6,600		\$6,600	
2022	\$6,600	\$600	\$7,200	Addition of accounting services.
2023	\$6,732	\$612	\$7,344	Increase reflects 2% increase.
2024	\$7,069	\$643	\$7,712	Increase reflects 5% increase.
2025			\$8,000	Reflects 3.7% increase.
2026			\$8,400	Reflects 5% increase.

Town of Cadiz
W8445 County Road B
Browntown, Wisconsin 53522-9724
(608) 558-9910 Clerk
(608) 966-3829 Town Hall and Fax
Website: townofcadizwi.gov
clerk@townofcadiz.gov or cadiz.clerk@gmail.com

Board of Supervisors:

Jason Figi, Chairman
Lance Fredricks
Scott Gossen

Clerk:

Karen Signer
Treasurer:
Kathleen Gossen

February 10, 2025

Wisconsin River Rail Transit Commission
Pecatonica Rail Transit Commission
Tri-County ATV Club

Re: Tri-County Trail Bridge over Allen Road
Town of Cadiz, Green County

The former railroad bed that is now the Tri-County ATV trail, which goes through the Town of Cadiz, Green County, Wisconsin, has a bridge which spans Allen Road just south of the intersection with Franklin Road. It has been brought to our attention that the bridge is not stable enough to safely accommodate maintenance vehicles or fire and ambulance vehicles.

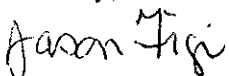
We are asking that the Wisconsin River Rail Transit Commission and the Pecatonica Rail Transit Commission have the bridge removed, taper the trail so that traffic on the trail would be able to safely cross Allen Road, and blacktop the trail access to Allen Road.

As it is set up at the current time, the bridge creates a bottleneck on Allen Road because the road at that spot is narrower than the rest of the road, creating an hourglass shape. The supports for the bridge restrict visibility on the road. Allen Road is one of our town's busiest roads and this bridge creates a safety hazard to traffic on the road, in addition to restricting traffic on the trail.

By removing this bridge, visibility at the intersection would be opened up and the bottleneck on the road would be removed which would increase safety on the road.

Thank you for your consideration. If you have any questions, please contact me at (608) 558-3126 or jasonfigi@gmail.com.

Sincerely,



Jason Figi, Chairman
Town of Cadiz



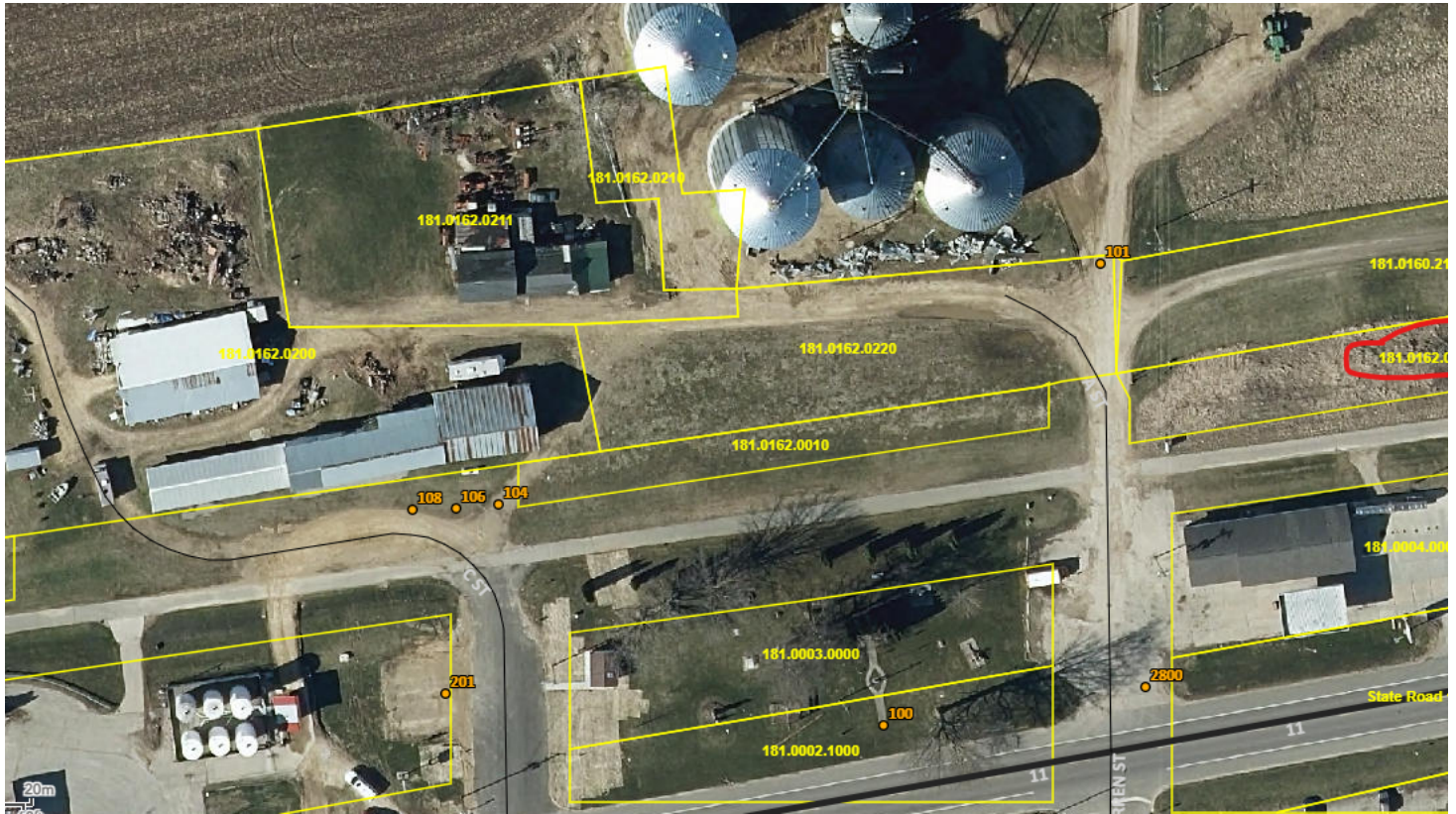
Alyssa Schaeffer <a.schaeffer@swwrpc.org>

Fwd: Voice message from MELINDA RAE MON (6085588482) to 6083421636

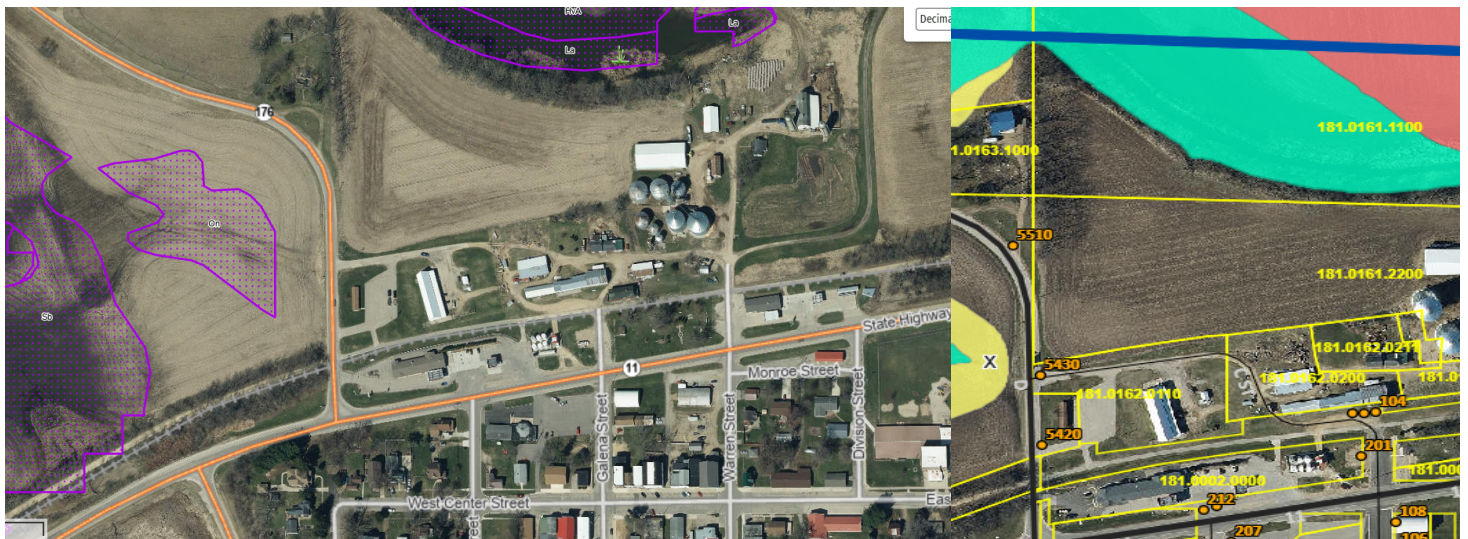
Max Blackburn <max.blackbourn@lafayettecountywi.org>
To: Alyssa Schaeffer <a.schaeffer@swwrpc.org>
Cc: Troy Maggied <t.maggied@swwrpc.org>

Hi Alyssa,

I talked with Mr. Monson (Pecatonica Co-op) and it is on a different parcel adjacent to the trail.



I checked DNR SWDV and FEMA floodplain mapping and it appears there shouldn't be any environmental issues with Mr. Monson's request.



He said he should be able to make the next commission meeting if you can fit him into the agenda.

Thanks,

Max Blackbourn

Conservation Technician | County Trails Coordinator | Cheese Country Trail & Pecatonica State Trail Coordinator
Land Conservation and Planning & Zoning Dept.

4/17/25, 3:08 PM

SWWRPC Mail - Fwd: Voice message from MELINDA RAE MON (6085588482) to 6083421636

700 Main Street Darlington, WI 53530

office- (608) 776-3836 | desk/cell phone- (608) 776-4893

max.blackbourn@lafayettecountywi.org



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From: Alyssa Schaeffer <a.schaeffer@swwrpc.org>

Sent: Thursday, April 10, 2025 3:03 PM

To: Max Blackbourn <max.blackbourn@lafayettecountywi.org>

Cc: Troy Maggied <t.maggied@swwrpc.org>

Subject: Fwd: Voice message from MELINDA RAE MON (6085588482) to 6083421636

You don't often get email from a.schaeffer@swwrpc.org. [Learn why this is important](#)

Hi Max,

Please listen to the attached voicemail. Is this land that the TCTC maintains in South Wayne? I can add this to the PRTC agenda for April as well. Here's a rough image of the land I believe S



Best,

Alyssa Schaeffer

Assistant Planner

Southwestern Wisconsin Regional Planning Commission

----- Forwarded message -----

From: Troy Maggied <t.maggied@swwrpc.org>

Date: Thu, Apr 10, 2025 at 1:25 PM

Subject: Fwd: Voice message from MELINDA RAE MON (6085588482) to 6083421636

To: Alyssa Schaeffer <a.schaeffer@swwrpc.org>

Troy Maggied

Executive Director

Southwestern Wisconsin Regional Planning Commission

20 S. Court St.

PO Box 262

Platteville, WI 53818

Office: (608) 342-1636

Cell: (614) 572-9691

t.maggied@swwrpc.org

www.swwrpc.org

----- Forwarded message -----

From: tel: 6085588482 <non-mail-user@voicemail.centurylink.com>

Date: Thu, Apr 10, 2025, 1:22 PM

Subject: Fwd: Voice message from MELINDA RAE MON (6085588482) to 6083421636

To: Troy Maggied <201905221302209116083421636@voicemail.centurylink.com>

The attached message was recently left in your voice mail account for 6083421636. We are sending you this email because you have asked for your messages to be forwarded to this address

The original message is still in your account, and will be played or shown as usual the next time you log in. If you prefer, you can use the link below to delete it. You can also mark messages as read but will not be treated as new messages.

[Delete this message \(without further confirmation\)](#)

[Mark this message as heard](#)

[Log in to your voicemail account](#)

This message was sent from CenturyLink IP Voice Mail Alerts. To update your notification preferences or if you no longer wish to receive Voice Mail notifications, you can disable this option in

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

1. PREMISES AND TERM.

1.1 Demised Premises. Lessor leases to Lessee the following:

(INSERT LEGAL DESCRIPTION)

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

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

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

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

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

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

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

2. RENT AND OTHER CONSIDERATION.

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

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

3. USE.

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

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

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

4. CARE AND REPAIR OF DEMISED PREMISES.

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

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

5. ALTERATIONS.

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

6. ASSIGNMENT AND SUBLETTING.

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

7. TAXES AND ASSESSMENTS.

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

8. INDEMNITY - LIABILITY INSURANCE

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

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

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

9. NOTICES.

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

(a) if to Lessor, to _____

(b) if to Lessee, to _____

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

10. DEFAULT

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

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

11. COMPLETE AGREEMENT AND CONSTRUCTION FORM OF AGREEMENT.

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

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

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

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

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

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

12. MISCELLANEOUS PROVISIONS.

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

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

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

13. BINDING EFFECT.

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

PECATONICA RAIL TRANSIT COMMISSION, LESSOR

By: Robert M. Hardy
Chairman

Attest: Thomas R. Linn
Secretary

CITY OF MINERAL POINT, LESSEE

By: Suzzy Bennett
Mayor

Attest: Betty Korne
City Clerk

TRI-COUNTY TRAIL COMMISSION

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

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

Date of Pecatonica Rail Transit Commission authorization: 1 March 2005

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

Attachments:

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

ORDINANCE NUMBER 666

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

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

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

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

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

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

Section 32.02. Closed Seasons

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

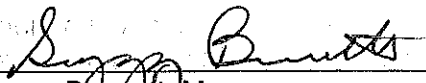
Section 32.03. Closed Hours

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

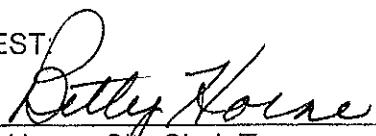
This Ordinance shall take effect after passage and publication thereof, as required by law.

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

APPROVED:


Gregory Bennett, Mayor

ATTEST:


Betty Horne, City Clerk Treasurer

ORDINANCE NUMBER 667

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

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

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

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

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

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

(A) General.

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

(B) Exceptions

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

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

(C) Speed.

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

(D) Operational Time Restrictions.

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

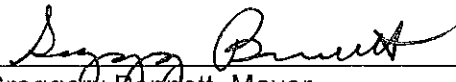
(E) Violation.

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

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

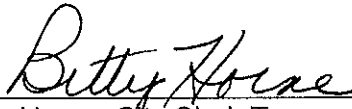
Adopted and passed at the December meeting of the Common Council of the City of Mineral Point, held in the Council Chambers at the Mineral Point Senior Citizens Center, in the City of Mineral Point, Iowa County, Wisconsin, on December 7, 2004.

APPROVED:



Gregory Bennett, Mayor

ATTEST:



Betty Horne, City Clerk Treasurer

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EAER INSURANCE

PAGE 02



7633 Ganser Way, Suite 200
Madison, Wisconsin 53719

Policy Declarations

1 of 1

POLICY ENDORSEMENT

This Policy is Accessible

Policy Number 25251

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

Endorsement Effective 3/2/2005

Declaration 2 in Term

Added an additional insured

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

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

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

Wisconsin Municipal Policy Form

WM

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

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

Total Annual Premium
Quarterly Installments

Endorsement-No Premium Change

Signed, Secretary: *Dan Thompson*

League Of Wisconsin Municipalities Mutual Insurance

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

Endorsement Form

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

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

Additional Insured - Lessors Of Premises

This endorsement modifies insurance provided under the following:

SPECIAL COVERAGE FORM

Designated Premises, Parking Lot on Old Darlington Road

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

Additional Premium: \$0

Limitation of Coverage:

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

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

This insurance does not apply to:

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

Signed, Secretary *Dan Thompson*

CITY OF MINERAL POINT



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

FAX# (608) 987-3885



BETTY HORNE
CLERK-TREASURER

FACSIMILE TRANSMISSION SHEET

MARY E. JAMES
DEPUTY CLERK-TREAS.

Date: 3-16-05

To: PRTA

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

SUBJECT: Evidence of Insurance
Pequot Trail Transit

Number of Pages (not including cover sheet): 2

(Call sender if pages are unclear or missing)

Additional Notes: _____

