#### **PUBLIC NOTICE**



Common Council Regular Meeting Wednesday, April 02, 2025 at 5:30 PM City Hall, 100 E Fountain St, Dodgeville, WI 53533

#### AGENDA

- I. CALL TO ORDER AND ROLL CALL
- I. PLEDGE OF ALLEGIANCE
- **II. CONSENT AGENDA** 
  - <u>1.</u> Approval of Minutes from March 18, 2025.
  - 2. Approval of a Fireworks Permit to Chrome Fireworks & Displays for the Farmer's Appreciation Day celebration on July 12, 2025.
  - 3. Approval of Claims for April 2, 2025.
- III. PUBLIC COMMENT Citizen or delegation presentations, requests or comments and discussion of same, pursuant to Wis. Stat. Sec. 19.83 (2) and Sec. 19.84 (2). Ten minute limit except by consent of council. No action will be taken on any item that is not specifically listed on the agenda.

#### **IV. REPORTS/RECOMMENDATIONS**

- 4. 2024 Dodgeville Police Department Annual Report
- 5. Recreation Report
- 6. Clerk/Treasurer Report
- 7. Mayor Report

#### V. PROCLAMATION

8. Proclamation: National Library Week, April 6-12, 2025

#### **VI. OLD BUSINESS**

<u>9.</u> Discussion and possible action to approve the 2025 Iowa County Youth Soccer Contract (*tabled from the 3-18-2025 Council Meeting*).

#### **VII. NEW BUSINESS**

- <u>10.</u> Discussion and possible action to approve Summer Recreation and Pool Staff wage increases.
- <u>11.</u> Discussion and possible action regarding asbestos bids for the City Administrative building.
- <u>12.</u> Discussion and possible action regarding the Washington Street Reconstruction bid selection.
- 13. Discussion of Phase 2 Cost Estimate for the new City Administrative Building.
- Discussion and possible action to approve an agreement with Vierbicher Associates, Inc for Engineering Services related to a Topographic Survey for the new City Hall Administrative Building.

- <u>15.</u> Approval of a Cigarette, Tobacco and Electronic Vaping Device (CTV) License for "Hot Spot Tobacco Inc" located at 1210 Bequette St, Suite B, Dodgeville, WI.
- <u>16.</u> Discussion and possible action to approve an amended contract with the WI Department of Administration for the Flexible Facilities Program (Library Project).

#### **VIII. ADJOURN**

17. Motion to Adjourn

Any person who has a qualifying disability, as defined by the Americans with Disabilities Act, that requires the meeting or material at the meeting to be in an accessible location or format, must contact the City Clerk at the address listed above or call 930-5228, prior to the meeting so that any necessary arrangements can be made to accommodate each request.

#### MINUTES



Common Council Regular Meeting Tuesday, March 18, 2025 at 5:30 PM City Hall, 100 E Fountain St, Dodgeville, WI 53533

#### I. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Mayor Hottman at 5:30 pm. PRESENT: Roxanne Reynolds-Lair, Shaun Sersch, Tom DeVoss, Jeff Weber, Dan Meuer, Jerry Johnson, Julie Johnson-Solberg, Larry Tremelling

#### I. PLEDGE OF ALLEGIANCE

#### II. CONSENT AGENDA

Motion by DeVoss, second by Johnson to approve the following consent agenda items. Voice vote. Motion carried 8-0.

- 1. Approval of Minutes from March 4, 2025.
- 2. Approval of a Special Event License for the "Babies Gone Too Soon" memorial walk and ceremony on May 24,2025
- Approval of Claims from March 18, 2025
   General \$447,181.49, Water \$19,632.30, Sewer \$18,175.59, Total \$484,989.38

#### **III. PUBLIC COMMENT**

Pat Sieling addressed a concern regarding the cost of public fire protection and would like the fire hydrants updated.

#### **IV. APPOINTMENTS**

4. Appointments to the newly created Dodgeville Joint Room Tax Commission (inaugural terms to expire in April 2026). Mayor Hottmann would like to appoint Beth Mikrut-Gilles and Stephany Marten to the newly created Dodgeville Joint Room Tax Commission. The inaugural term of these appointments will expire in April 2026. The Town of Dodgeville also has two appointments- Dave Pope and Autumn Gallon. Collectively the four appointees will appoint 2 more individuals from the industry so that they have a full Commission. Motion by Meuer, second by Weber to accept the appointments. Voice vote. Motion carried 8-0.

#### V. REPORTS/RECOMMENDATIONS

- 5. *Recreation Report.* Rec Director James provided updates on programming: basketball training, fitness classes, and working summer program participation. A babysitting class is coming soon. Summer job openings are posted and wages are being discussed. The summer activity program is being finalized. Summer registration on April 1st. James is also looking at a discounted ticket program where the City will retain \$1 or every sale. The sales would occur at the pool.
- 6. Clerk/Treasurer Report: Aulik provided the following times: Open Book: April 7th via Phone; Board of Review: April 30th 10AM-Noon. Spring Cemetery Clean Up: begins April 1st. Early In-Person Absentee Voting: March 18th-28th. Voting is never allowed the day before an election. Aulik provided updates on open book and board or review (Open Book: April 7th via Phone; Board of Review: April 30th 10AM-Noon). Spring Cemetery Clean Up: begins April 1st. Early In-Person Absentee Voting: March 18th-28th. Voting is never allowed the day before an election. Aulik also addressed having a set deadline for future agenda items and packet information. She will bring this back through ordinance committee.
- 7. *Mayor Report:* Mayor Hottmann stated that the Chamber of Commerce after 5 pm. Many attendees learned about the library project. Mayor Hottmann introduced the new Assistant Director of Public Works, Dylan Wadzinski.

#### **VI. NEW BUSINESS**

- 8. Discussion and possible action to approve a Special Event License for Cars & Coffee for the second Saturday morning every month May through October. Cars & Coffee are seeking a special event license for their Sat morning events this summer. They are asking for a waiver of the City's liability insurance which a requirement for the license. The City needs to be cautious to not set a precedence with this waiver request. Motion by Johnson, second by Reynolds-Lair to table this item send this back to the Ordinance Committee to develop a formal waiver process for cases such as these. Voice vote. Motion carried 8-0.
- 9. Discussion and possible action to approve a volunteer deposit policy for the Dodgeville Swim Team. Rec Director James addressed Council regarding a procedure to handle concession volunteer needs for Swim Team meets. The requirement would be to prepay \$100 and then families must cover 4 concession shifts. For each shift covered, the would be refunded \$25 at the end of the season. Various scenarios were discussed and concern was expressed requiring the information up front. A disclaimer was also discussed.

Motion by DeVoss, second by Meuer to approve the volunteer deposit policy proposal for the Dodgeville Swim Team with discretion granted to the Rec Director to make changes with approval from the City attorney. Voice vote. Motion carried 8-0.

- Discussion and possible action to approve the 2025 Iowa County Youth Soccer Association contract. The contract was not reviewed until just prior to the meeting. There are some items that should be addressed before it is final. Motion by Meuer, second by Reynolds-Lair to table the 2025 Iowa County Youth Soccer Association contract until April 2nd. Voice vote. Motion carried 8-0.
- 11. Consideration of a request from Public Works to fill vacant seasonal parks and cemetery positions. DPW Lee reported that some seasonal staff are not returning this year creating a vacancy in both Parks and Cemetery. Motion by DeVoss, second by Weber to approve filling the vacant seasonal parks and cemetery positions. Roll call vote. Motion carried 8-0.
- 12. Consideration of a request from the Police Department to sell surplus materials (item list provided in packet). The PD is doing some in-house cleaning and would like to get rid of some older items. Some of the officers may purchase some older equipment. Motion by DeVoss, second by Meuer to approve the sale of surplus materials from the Police Department as presented. Voice vote. Motion carried 8-0.
- Bid Selection Phase 1 of the City Administrative Building. Phase 2 will be in the paper with bid selection on April 15th. Motion by Meuer, second by Johnson-Solberg to approve the Phase 1 amount not to exceed \$1,616,0845. Roll call vote. Motion carried 8-0.
- 14. Discussion and possible action to approve reconstruction on the 100 block of East Fountain Street. As part of the library project, a fire protection main is needed. They are looking at putting this in the 100 block of East Fountain St - in which case we would look at the storm sewer. Lee discussed redoing the whole street since it would be coming up. The rough estimate is \$150-200K. The item was not in the 2025 budget but could fit within the Washington St budget if construction costs come down. Motion by DeVoss, second by Weber to approve reconstruction on the 100 block of East Fountain Street. Roll call vote. Motion carried 8-0.
- Consideration of a recommendation from the Ordinance & Regulation Committee to approve Ordinance 2025-01: Repealing and Reserving Sec. 12.06(g) Relating to the Term for Weights
   City of Dodgeville | 100 E Fountain St | Dodgeville, WI 53533 | https://dodgevillewi.gov | 608-930-5228

*and Measures Licenses.* This ordinance amends the term to follow the States term of July 1 - June 30th. Motion by Meuer, second by Johnson-Solberg to approve Ordinance 2025-01: Relating to the Term for Weights and Measures Licenses. Roll call vote. Motion carried 8-0.

- 16. Consideration of a recommendation from the Ordinance & Regulation Committee to approve Ordinance 2025-02: Amending Sec. 12.12(a)(1) Relating to Exceptions to for Mobile Food Vending Permits. The ordinance adds a permit exception to mobile food trucks at events that are issued Special Event Licenses. Motion by Johnson, second by Johnson-Solberg to approve Ordinance 2025-02: Relating to Exceptions to for Mobile Food Vending Permits. Roll call vote. Motion carried 8-0.
- 17. Consideration of a recommendation from the Ordinance & Regulation Committee to approve Ordinance 2025-01: Creating Sec. 12.15 Relating to Temporary Rooming House Permits, Resident Agent Licenses, and Requiring Annual Fire Inspections. This creates a permit requirement for short term rentals and requires they have annual fire inspections. Motion by Johnson, second by Meuer to approve Ordinance 2025-03: Relating to Temporary Rooming House Permits, Resident Agent Licenses, and Requiring Annual Fire Inspections. Roll call vote. Motion carried 8-0.
- 18. Consideration of a recommendation from the Ordinance & Regulation Committee to approve Ordinance 2025-04: Amending Sec. 9.06(a)-(c) and Creating (d) Relating to Loud and Unnecessary Noise and Exceptions Thereto. The ordinance adds clarity to some exceptions for City workers following weather events and allows the PD to issue noise permits for special circumstances. Motion by Johnson-Solberg, second by Johnson to approve Ordinance 2025-04: Relating to Loud and Unnecessary Noise and Exceptions. Roll call vote. Motion carried 8-0.
- 19. Consideration of a recommendation from the Ordinance & Regulation Committee to approve Ordinance 2025-05: Repealing and Recreating Sec. 9.13 Relating to Burning Regulations. This ordinance repeals the existing regulations and uses a model burn ordinance from the DNR with modifications from the police and fire chiefs. Motion by Meuer, second by Johnson to approve Ordinance 2025-05 Relating to Burning Regulations. Roll call vote. Motion carried 8-0.

20. Consideration of a recommendation from the Ordinance & Regulation Committee to approve Ordinance 2025-06: Amending Sec. 7.145(e) Relating to ATV/UTV Hours of Operation. The ordinance would amend the City's ATV/UTV hours to follow the same hours as Iowa County. The Mayor has received feedback from citizens with this request. Johnson pointed out that ordinances can be amended as needed. Motion by DeVoss, second by Johnson to approve Ordinance 2025-06: Relating to ATV/UTV Hours of Operation. Roll call vote. Motion carried 7-1 (Reynolds-Lair).

#### **VII. ADJOURN**

 Motion to Adjourn. Motion by Weber, second by Meuer to adjourn the meeting. Voice vote. Motion carried 8-0. Time: 6:39 pm

Section II. Item #2.



P.O. Box 44186 Madison, WI 53744

#### Phone: (608) 732-4545 chromefireworks@gmail.com www.chromefireworks.com

#### PERMIT TO POSSESS AND DISPLAY FIREWORKS

To whom it may concern, Greetings!

The local authority having jurisdiction grants Chrome Fireworks and Displays, LLC right to exhibit display fireworks for the following event:

State:	WI	
County:	IOWA	
Fireworks Event:	FARMER'S APPRECIATION DAY	
Event Sponsor:	CITY OF DODGEVILLE	
Date of Display:	SAT, JULY 12, 2025	
Rain Date:	SUN, JULY 13, 2025	
Fireworks Location:	HARRIS PARK	
Approx. Display Star	t Time; Subject to Change with Weather:	DUSK/9 PM

MAYOR:

Signature of Official Issuing Permit

BARRY N. HOTTMAN

Print Name and Title of Official Issuing Permit

(Email or send a copy of this permit to Chrome Fireworks at least one month prior to display)

(Keep a copy of this permit for Sponsor's records)

Section IV. Item #4.

# 2021-2024 Combined Annual Report



## Presented by: Chief of Police Brandon Wilheln <sup>9</sup>

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## DODGEVILLE POLICE DEPARTME

111 W. Merrimac Dodgeville, WI 53533 Telephone: 608-935-3238 Fax: 608-935-9655

Chief of Police Brandon Wilhelm

March  $3^{rd}$ , 2025

Mayor, Barry Hottmann, Members, Common Council Commissioners, Dodgeville - Police and Fire Commission Citizens of Dodgeville

Dear Mayor Hottmann, Council Members and Commissioners, and Citizens of Dodgeville,

On behalf of the men and women of the City of Dodgeville Police Department, I proudly present you with the Dodgeville Police Department 2024 annual report. This report represents the work of the department members throughout the year while demonstrating our commitment to the community through our mission, vision, and core values of this organization. In addition to the 2024 Annual Report, I am also providing a synopsis of important information from 2021 through 2023 to encapsulate that time not documented by previous reports.

The past four years have represented times of great change in the world and within the Dodgeville Police Department. 2022 saw a shift from COVID-era restrictions and guidelines that placed extra stressors on the community and your first-line workers, including police. Throughout these periods of change and uncertainty, the members of this department have continued to provide first-class service to the citizens of Dodgeville and those who find themselves in our community.

In addition to these outside events, there have been multiple changes within the internal structure of the Police Department.

 In June, 2023, Chief David Bauer retired after 33 years with the Dodgeville Police Department. He served in multiple roles throughout his tenure and provided technical assistance and professional guidance, which is difficult to replace. With his retirement, Shannon Jasica was hired as Chief in July, 2023, but resigned in early March, 2024. With her resignation, the Council approved my appointment as Chief of Police in April 2024.

- In July 2024, Benjamin Conway was hired to fill the subsequent Lieutenant Section IV. Item #4.
- In June 2023 Sgt. Wetter resigned from the Police Department, creating a vacancy at the Sergeant position. In April, 2024, Blake Weier was promoted to that position.
- In August 2023, Officer Evan Andrews resigned. Garrett Faull and Mandi Andrews were then hired to fill open positions. More information relating to the roles and duties of Officers and Command staff at the Department is contained within this report.

In the face of these many challenges and adjustments, our Officers have continued to exhibit the utmost professionalism and level of service. The work done daily by the members of our department is a testament to the resiliency of those who wear the Dodgeville Police Department badge and uniform. I realize that the strength of our department lies within these men and women who serve 24/7 and I am proud to work with them each day.

As we look forward to 2025, it feels as though the waters of the past few years have settled and we are positioned, with the support of the Council, the Police and Fire Commission, and the community, to take on new challenges, expand our services, and engage in diverse and collaborative efforts with the staff and citizens of the City of Dodgeville to progress our growing community and our Police Department.

Sincerely,

Brandon E. Wilhelm

Brandon E. Wilhelm, Chief of Police

## <u>Mission</u>

## "To protect and serve, in partnership with our community, through integrity and compassion."

## **Organizational Values**

Human Life	We value human life above all. We will defend it with reasonable force if
	necessary.
Respect	We value respect, through fair and impartial deployment of our police
	services.
Integrity	We believe that character is the foundation of our value system and its
	preservation.
Teamwork	We believe strength is derived from its employees and each is valuable in achieving these goals.
Accountability	We believe accountability preserves the basic tenets of our organizational values.

## **Structure**

## <u>Elected</u> Mayor and Common Council 2025

Mayor Barry Hottmann	
Shaun Sersch	Ward 1, 2, 10
Roxanne Reynolds-Lair	Ward 1, 2, 10
Tom Devoss	Ward 3,4
Jeff Weber	Ward 3,4
Dan Meuer (President)	Ward 5, 6
Jerry Johnson	Ward 5,6
Julie Johnson-Solberg	Ward 7,8,9
Larry Tremelling	Ward 7,8,9

#### Appointed Police and Fire Commission

Marie Fralick (President) Mary McKinley(Secretary) Tom Demuth (Vice President) Mike Humke Ken Von Rueden Patrick Forsyth(Alternate) John Pipal(Alternate)

## DODGEVILLE POLICE DEPARTMENT STAFF



Command Staff

Under the general direction of the Mayor, Common Council, and Dodgeville Police and Fire Commission, the Chief of Police, Brandon Wilhelm, is responsible for planning through policy development, coordinating, supervising, and evaluating all police department operations.

Lieutenant Benjamin Conway is second in command and is responsible for assisting the Chief in policy development, supervision, hiring processes, and evaluation of department operations. The Lieutenant also directs and conducts investigations, assists the Chief in fulfilling necessary duties, and fills in for the Chief of Police in his absence.

## Sergeant and Police Officers

The Sergeant and Police Officers provide various services to citizens and our community. The Sergeant, Blake Weier, supervises police officers, reviews reports, and completes all scheduling for the Department.

Police Officers' tasks include community service calls, enforcement of state statutes, local ordinances, and traffic laws, criminal investigations, deterrence efforts through community engagement, outreach, and presentations, and preventative patrol. Many of our Officers also have specialized skills, allowing them to conduct more complex investigations from start to finish.

Full-time officers include Sergeant Blake Weier, David Brennum, Jared Weier, Garrett Faull, Cody Durni, Joseph Pepper, Nathan Birdsill, Shane Groom, and Mandi Andrews. We have two part-time officers: David Pope and Todd Oellerich.

In 2024 Dodgeville Police Officers assisted with 2,971 calls for service. A breakdown of calls and yearly comparisons is documented in the section: Yearly Incidents and Clearance Rates.

Section IV. Item #4.



CHIEF BRANDON WILHELM Serving since 2006



SERGEANT BLAKE WEIER Serving since 2017



OFFICER NATHAN BIRDSILL Serving since 2013



LIEUTENANT BEN CONWAY Serving Since 2024



OFFICER JOSEPH PEPPER Serving since 2003



OFFICER DAVID BRENNUM Serving since 2016

Section IV. Item #4.



OFFICER JARED WEIER Serving since 2015



## OFFICER SHANE GROOM Serving since 2019



OFFICER MANDI ANDREWS Serving since 2024



OFFICER CODY DURNI Serving since 2017



OFFICER GARRETT FAULL Serving since 2023



THERAPY DOG CHARLIE Serving since 2024

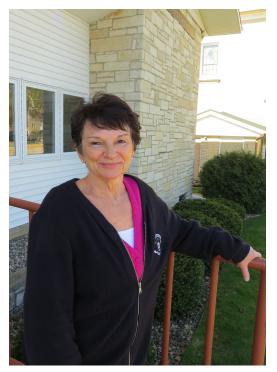
## Support Staff - Confidential Secretary

Roseann Rossing and Amy Michek provide support at the direction of the Chief and Lieutenant regarding purchasing, records maintenance, transcription, open records requests, crime reporting submissions, report review, submission, and dissemination, and customer service. They work a rotating schedule with Amy Michek working approximately 24 hours a week and Roseann Rossing working approximately 16 hours a week.

In 2024 Administrative Assistants assisted with the review and the subsequent dissemination of 416 cases, the transmittal of 118 Cases to the District Attorney's Office, the processing of 590 parking citations, 247 open records requests, 323 invoices, and took approximately 4,000 calls to the Police Department.

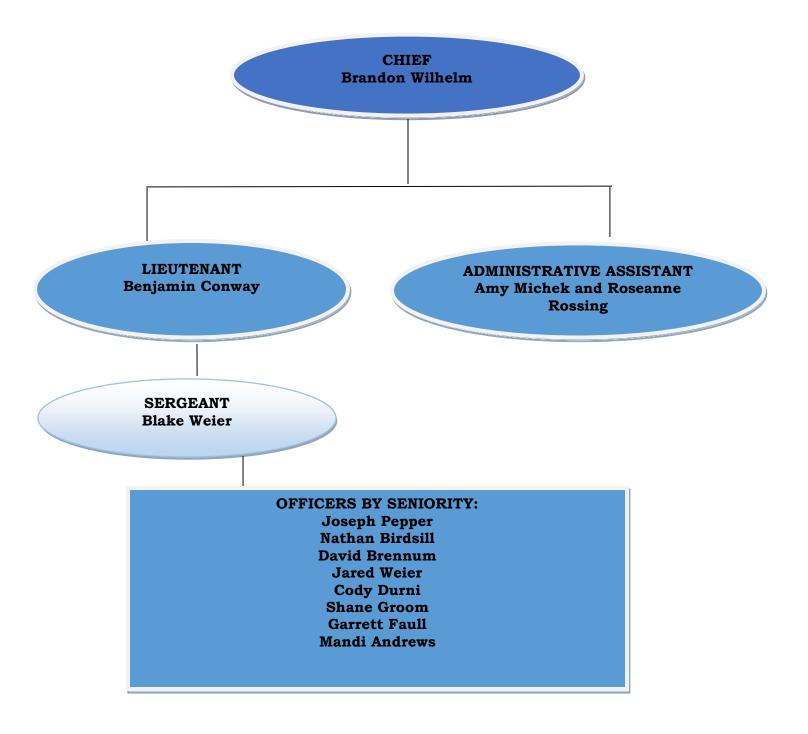


AMY MICHEK Serving since 2019



ROSSEANN ROSSING Serving since 2015

## ORGANIZATIONAL CHART



## CITY OF DODGEVILLE DEMOGRAPHICS

### Population

Population estimates, July 1, 2023,	5,085
Population, percent change - April 1, 2020 to July 1, 2023,	2.0%
Population, Census, April 1, 2020	<u>4,984</u>
Population, Census, April 1, 2010	4,693
Persons under 5 years, percent	6.8%
Persons under 18 years, percent	18.5%
Persons 65 years and over, percent	21.5%
Population per square mile, 2020	1,227.0
Land area in square miles, 2020	4.06

#### Race and Origin

White alone, percent	90.6%
Black alone, percent	1.6%
<u>American Indian and Alaska Native alone, percent (a)(a)</u>	0.2%
Asian alone, percent (a)(a)	2.3%
Native Hawaiian and Other Pacific Islander alone, percent (a)(a)	0.0%
Two or More Races, percent	4.8%
Hispanic or Latino, percent (b)(b)	2.1%
White alone, not Hispanic or Latino, percent	89.6%

#### **Population Characteristics**

<u>Veterans, 2019-2023</u>	151
Foreign-born persons, percent, 2019-2023	2.2%

## Housing

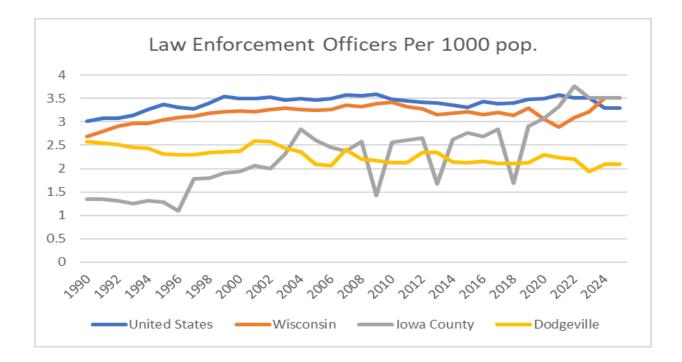
Housing Units, July 1, 2023,	2261
Owner-occupied housing unit rate, 2019-2023	61.7%
Median value of owner-occupied housing units, 2019-2023	\$234,000
Median selected monthly owner costs - with a mortgage, 2019-2023	\$1,626
Median selected monthly owner costs -without a mortgage, 2019-2023	\$622
Median gross rent, 2019-2023	\$984
Affordability Index Score	121

## Families & Living Arrangements

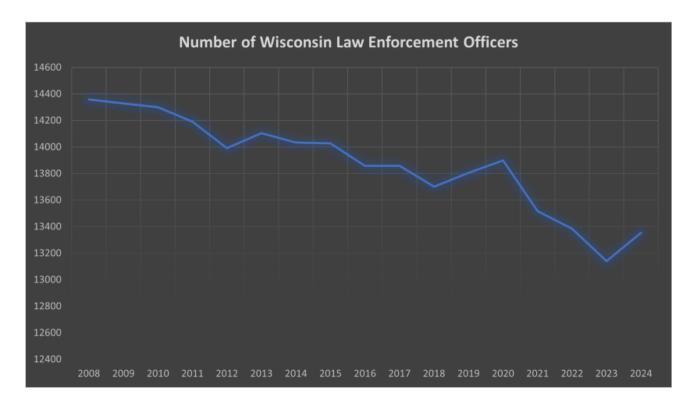
Households, 2019-2023	2,323
Persons per household, 2019-2023	2.12
Living in the same house 1 year ago, percent of persons age 1 year+ , 2019-2023	92.2%
Language other than English spoken at home, percent of persons age 5 years+, 2019-2023	1.9%

Education	Section IV. Item #4.
High school graduate or higher, percent of persons age 25 years+, 2019-2023	95.4%
Bachelor's degree or higher, percent of persons age 25 years+, 2019-2023	31.1%
Health	
With a disability, under age 65 years, percent, 2019-2023	11.1%
Persons without health insurance, under age 65 years, percent	3.3%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2019-2023	68.6%
Total retail sales, 2022 (\$1,000)	1,531,236
Total retail sales per capita, 2022	\$300,419
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2019-2023	24.0
Income & Poverty	
Median households' income (in 2023 dollars), 2019-2023	\$72,768
<u>Per capita income in past 12 months (in 2023 dollars), 2019-2023</u>	\$40,512
Persons in poverty, percent	8.4%

(United States Census Bureau QuickFacts, n.d.)



The above chart represents data collected from FBI statistics relating to the number of Law Enforcement Officers per 1,000 citizens (Federal Bureau of Investigation, n.d.). As identified in the chart, the ratio is on a general increase nationwide, in the State of Wisconsin, and within Iowa County, but on a decrease for the City of Dodgeville. Dodgeville currently has 11 full-time Law Enforcement Officers and an estimated 2025 population of 5,119 which will likely increase in the near future. This places our ratio at 2.15 Officers per 1,000 people. Another relevant statistic relates to cities similar in size to Dodgeville. In 2019, the highest ratio of officers to individuals among the city population groups was an average of 4.2 officers per 1,000 inhabitants in cities with fewer than 10,000 residents. (Criminal Justice Information Services Division, n.d.) A 2020 study by the US Department of Justice found that local police departments serving fewer than 10,000 residents had 2.8 full-time sworn officers per 1,000 residents on average. (U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics, and Goodison 2022, p. 4) Though these figures differ considerably, both data sets demonstrate that with the population of Dodgeville increasing, additional Officers may soon be necessary to meet service demands.



Applicants for Law Enforcement positions have decreased at a steady rate from 2008 to 2023 (Cameron, 2025). A 4 % rebound in 2024 shows potential for a longer-term increase in applicants to the profession, but additional data over corresponding years will be necessary to determine support of that trend. Considering these statistics, it is imperative police departments retain quality employees and recruit quality candidates when vacancies exist. When comparing wage and benefits with 15 departments in Grant and Iowa County<sup>1</sup>, the Dodgeville Police Department currently ranks 1st in wages and 1<sup>st</sup>/2<sup>nd</sup> in time off<sup>2</sup>. However, the top three are all very close in total time off. Though costs associated with ongoing benefits and wages often involve high levels of scrutiny, it is important to realize the costs associated with hiring new officers to fill vacancies.

In July 2023, a hiring process was initiated to fill a patrol officer opening. During the process, a second position would become available as well. The Police Department received eight applications for the listed position. Of those applicants, five showed up for initial testing, two of whom had been through the academy. One subject dropped out of the last stage of the process by not attending the PFC interview. Of the four remaining subjects, only one had been through the academy. This person was hired in

<sup>1</sup>Agencies compared include: Boscobel, Cuba City, Grant County S.O., Iowa County S.O., Fennimore, Hazel Green, Lancaster, Mineral Point, Muscoda, Platteville, Prairie Du Chien, UW Platteville, Cassville, and Dickeyville. <sup>2</sup>Comparison methods utilized included combining 1<sup>st</sup> year, and 8<sup>th</sup> year benefits as an aggregate total.

Section IV. Item #4. October of 2024. An eligibility list was created with the remaining three application was offered a position but ultimately withdrew from consideration. A background investigation was then conducted on the two remaining applicants and one subject was removed from consideration following the background. The other subject, fortunately, was a phenomenal candidate. Although the cost of sending this candidate through the academy was a great undertaking, with the approval of the Council, the Department took the risk and paid for their training.

When considering those costs associated with retention such as salary and benefits, we must also assess the costs of hiring. The cost of the academy itself (tuition, books, etc.) is reimbursed by the State of Wisconsin to sponsoring agencies. This amounts to approximately \$5,000, however, the City covered around \$25,000 in wages (720 hours). The hiring process also involves a great time commitment and effort of multiple officers, administration, and committees. It is conservatively estimated that at least \$1000 is spent on salaries devoted to associated hiring tasks. Once there is a conditional offer, an extensive background investigation is completed. Conservative estimates for wages related to backgrounds are \$1,000. Following the background, there is psychiatric testing, which is required when hiring law enforcement. The current rate is \$1,400 for this testing. Then there is drug testing (\$120-200). If we are fortunate enough that all of these things still lead to a final offer, additional costs are necessary before the officer can fill shifts. Uniforms and equipment are approximately \$1,000, not including radio/firearm, and 10 weeks of field training salary/associated expenses is approximately \$14,000. Consideration must also be given to the likelihood that the prolonged time frame of the hiring and training process results in additional overtime costs to fulfill shift needs based on the vacancy. This could vary greatly but, in many cases, likely extends into the \$5,000 to \$10,000 range. Ultimately, costs for filling a vacancy may be as high as \$55,000.

These costs diminish quickly when there are qualified applicants who have already completed the academy and have experience. The addition of lateral hire language to recent union contracts may assist with these types of hires. Qualified lateral applicants often take less time to hire, less time to train, and would not have costs associated with academy training. Lateral hires would likely cost around \$15,000 based on these savings.

As stated before, the importance of retention by remaining competitive in wages and benefits is evidenced by the cost of replacing existing Officers. In addition to the financial loss incurred when an Officer leaves the Department, there are also the years of experience, training, and community relationships they have built that go with them. These Section IV. Item #4. losses are incalculable but vast.

Some of the efforts made to assist in recruitment and retention during the 2025 contract negotiations include the following:

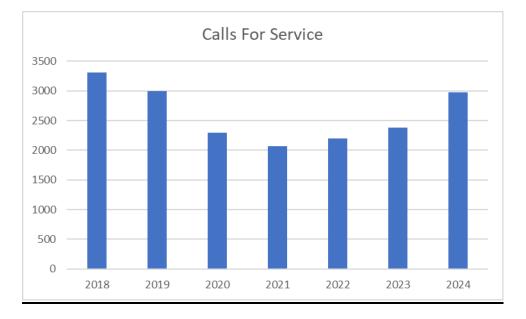
- Increasing Salary by 7% in 2025, 4% in 2026 and 4% in 2027= \$39.58/hr. in 2027
- Increasing shift differential pay for undesirable hours by 25 % (.80-\$1.00)
- Increasing the hours eligible for shift differential pay by 16% (4p-6a from 6p-6a)
- Increasing the longevity bonus after 5 years 33% (\$40 for each year instead of \$30)
- Increasing the longevity bonus after 10 years 66% (\$50 for each year instead of \$30)
- Increasing the longevity bonus after 15 years 100% (\$60 for each year instead of \$30)
- Increasing the longevity bonus after 20 years 133% (\$70 for each year instead of \$30)
- Recognizing past Law Enforcement experience when determining vacation benefits.
- Increasing uniform allowance by 9% (\$550-\$600)
- Increasing pay for hours Officers spend training other officers by 100%(\$1.00-\$2.00)
- Increasing vision reimbursement by 33% (\$375-\$500)
- Providing a fitness membership reimbursement allowance up to \$300 per year
- Providing a "wellness day" each year for Officers on/near their anniversary date.
- Providing an option for light-duty work

We remain hopeful that with these changes, Officer retention is enhanced and applications for vacant positions increase.

## YEARLY INCIDENTS AND CLEARANCE RATES- COMPARISON

## CALLS FOR SERVICE

Call for service data was obtained from call records via Iowa County Dispatch beginning in 2018, the earliest year available with the new software. The data shows a decline beginning in 2019 and continuing throughout the years of the pandemic. Calls for service now appear to be on a rebound with 2024 nearly reaching 2019 levels with 2,971 calls for service.



3 Abuse 53 Alarms 102 Animal Related 8 Assaults 38 Assist Other 2 Attempt to Locate 5 Bail Jumping 52 Bar/Tavern Checks 22 Animal Bites **5** Burglaries 12 Child Custody Matters 268 Assist Citizens **15** Civil Issues 99 Motor Vehicle Accidents 26 Hit and Runs 17 Debris in roadway 12 Abandoned Vehicles

3 Stolen Vehicles

78 Disturbances 172 Door Checks 11 Drug Investigations 284 EMS Calls 4 Overdoses 10 Pulseless non-breathers 7 Special Patrol 19 Fires 4 Gas Leaks 145 Follow Up 12 ATL Vehicle 25 Fraud 40 Harassment 8 Jail Incidents 36 Juvenile Incidents 8 Civil Standbys 77 Motorist Assist 20 Warrant Attempts

2 Littering 3 Livestock in Roadway 29 Mental Health Assessment 44 Noise Complaints 20 Misc. Ordinance Inv. 70 Parking Complaints 9 Missing Persons 129 Suspicious Activity 26 Damage to Property 28 Lost/Found Property **10** Special Events 5 Storm damage responses 43 Traffic Direction/Control 36 Theft 16 Trespassing **69** Traffic Complaints 70 Vehicle Lockouts 126 Welfare Checks

#### CRIME

800 758.2 747.1 Reported violent crime rate per 1 00,000 population 700 600 504.5 501.8 492.8 476.7 500 134.3 411.8 389.4 386.3 370.3 372.4 376.5 400 364.4 360.9 300 

Overall, nationwide crime has been on a significant and steady decrease since the early 1990's.

This graph represents that decrease but does not include 2024 totals that have yet to be finalized. Initial estimates appear to show an additional 3% decrease from 2023. Two areas of crime that have increased, at least since 2019, include Motor Vehicle Thefts and Shoplifting (Lopez, E., & Boxerman, B., 2025).

#### Americans tend to believe crime is up nationally, less so locally

% of U.S. adults who say there is more crime in \_\_\_\_\_ than there was a year ago

Regardless of this overall decrease in crime, there is a strong misconception by many citizens that crime is actually *increasing*. Opinions vary on the reasoning for such fluctuation from reality but many experts believe that it is due at least in part to misinformation, or misinterpretation of, mass media.

(Gramlich, 2024)



Their area

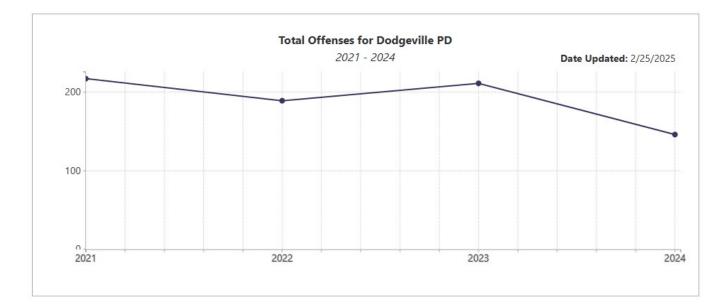
Note: 2012 data is not available. Source: Gallup.

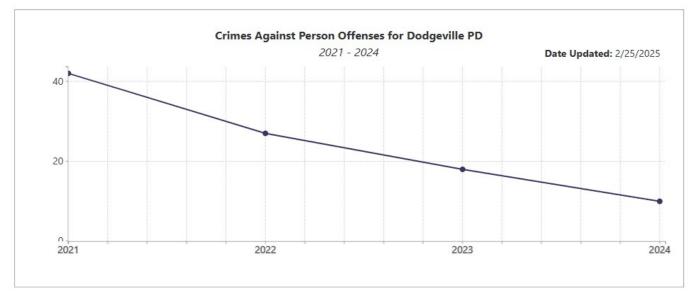
#### PEW RESEARCH CENTER

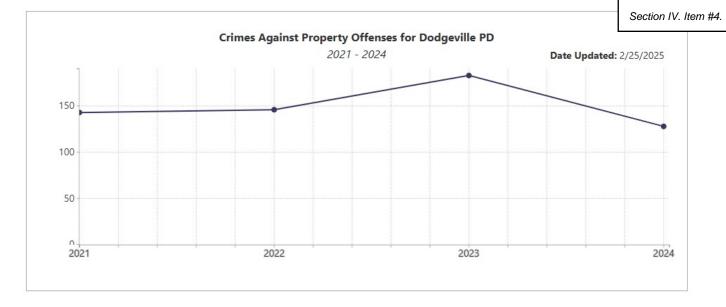
The U.S.

## **Dodgeville Crime Statistics**

At least since 2021, Dodgeville crime statistics have shown a similar decline to nationwide statistics. The 2020 annual report included information referencing crime statistics and data for 20 years from 2000-2020. This information was gathered after an extensive individual review of cases from that period. Since 2021, the Dodgeville Police Department has submitted statistics to the Wisconsin Incident-Based Reporting System(WIBRS). The graphs below show data as submitted to their agency. Notably, crimes against persons have been on a downward trend throughout the past four years seemingly following the trend(s) identified in the 2020 report. Crimes against property, such as theft, are holding relatively stable. It should be noted that uniform crime reporting (UCR) accounts for shoplifting as a theft. Subsequently, a substantial portion of our thefts counted towards UCR are shoplifting incidents at Walmart (Approximately 50-70%).

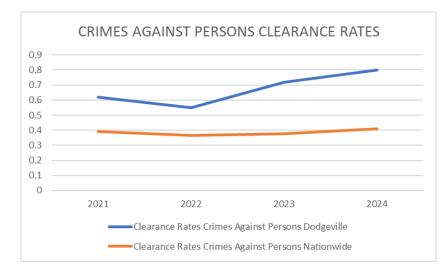






## CRIME CLEARANCE RATES

The 2020 Annual report contained crime clearance rates for a twenty-year period from 2000-2020 that had been gathered via review of individual cases to determine if clearance had been achieved. Wisconsin Incident-Based Reporting has unique and specific determining factors for clearance. 2021-2024 rates were obtained via the Wisconsin incident-based



Reporting Data and are displayed in the adjacent charts.



Regardless of variations in clearance interpretation methods, the rates of clearance for the Dodgeville Police Department show that in both property and person crimes, the likelihood of the crime being cleared by arrest or by other methods is nearly double the nationwide rate.

## FIELD SERVICES AND OUTREACH

The core ideology within law enforcement is to provide fair and impartial service to the public. The Dodgeville Police Department strives to partner with many groups and organizations to provide public services and work consistently with members of the public to address needs and concerns. We work closely with the courts, social services, probation, and parole as well as other law enforcement agencies and emergency services. Dodgeville Police Officers are also encouraged to contact citizens in various methods to reduce stigmas and misconceptions and allow for open dialogue regarding the issues that citizens face daily. You will often see Dodgeville Officers at a sporting or community event engaging with members of the public, handing out stickers to children, or just being a visible and welcoming presence. The Dodgeville Police Department has also taken part in many community organizations and engagements such as the Grilled Cheese Contest, Lands' End Jam, Dodge Fest, Farmers Appreciation Day, Santa Cop, Stuff the Squad, Special Olympics Torch Run, Dr. Seuss reading program, Dodgeville Middle School Mock Trial, Cops and Bobbers, Feeding Friends, Upland Hills Fun Day, Youth Disability Mentoring Day, and many more. We also give multiple tours and presentations each year to various organizations.





"To protect and serve, in partnership with our community, through integrity and compassion."





## School Resource Officer Program

School Resource Officer (SRO) Joseph Pepper was hired, full-time, by the City of Dodgeville in October 2003. Ever since he has been a Dodgeville Police Officer, the Police Department and school district have had a partnership with having a School Resource Officer Program. SRO Pepper has had the honor of being the Dodgeville School District SRO for two terms, and nearly ten years, with his most recent term beginning in 2017.



Officer Pepper provides run-hide-fight training to Lands' End Staff

Due to events within our nation involving violence at schools, SRO Pepper's primary priority is keeping the staff and students at the school district safe every day. The second priority is being a resource to the schools (staff and students alike). He provides multiple presentations on a wide range of subjects, reviews and updates safety protocols, assesses potential threats, provides legal guidance, and conducts investigations related to criminal matters.

School Resource Officer Pepper is a certified trainer in Avoid Deny Defend (also known as Run, Hide Fight) pertaining to school and community safety and active threats. Annually he provides this training to new teachers, substitute teachers, and existing staff. He also provides multiple presentations to business and community organizations throughout Iowa County.



Officer Pepper congratulates students at the 2024 DARE Graduation

In 2023 Officer Pepper completed his certification to become a DARE Officer and the program was reintroduced into the Dodgeville School District after a long hiatus. The new curriculum for DARE focuses less on drugs and alcohol and more on making overall healthy and positive choices. In Spring of 2024, Officer Pepper's first class of 5<sup>th</sup> Grade Dare students graduated at Dodgeville Middle School and St. Joseph's.



## Therapy Dog Charlie

Section IV. Item #4.

In early 2024, The City of Dodgeville and the Dodgeville Police Department (DPD) approved a new and exciting therapy dog program. The undertakings of this program were conducted by School Resource Officer (SRO) Joe Pepper and his family in conjunction with the Dodgeville School District.

The initial idea of this program began with evaluating a similar program at the Mineral Point School District involving School Resource Officer Bill Ottoway, and his therapy dog, Bocephus. The agreement was for "Bo" to be the school therapy dog, but Bo would reside with SRO Ottoway and his family. SRO Pepper and the Dodgeville School District (DSD) had an opportunity to see the interaction and response of

staff and students with Bo when he came to visit

the Dodgeville High School (DHS). SRO Pepper expressed interest in creating a similar program in the City of Dodgeville.

On March 15, 2024, Therapy Dog Charlie was brought home to SRO Pepper's family. Charlie was only three months old at the time. Charlie is a male, English Cream Retriever. Charlie was later given the honor of being a "sworn", DPD Officer with the department. After only being with SRO Pepper's family for three days, he began his first shift with SRO Pepper at the DPD. On his first day of work, Charlie assisted a young, sensitive crime victim by offering his comfort during an interview. In these types of situations "Charlie" has shown his benefits and we look forward to utilizing him in a wide range of public service and proactive methods in the coming years.

Officer Pepper had the following to say regarding the program:

"Charlie has offered so many shared moments now with DSD Staff and Students, City of Dodgeville citizens and the Police Department. The countless times citizens say he has made their day says it all of the positive vibes he can spread to others!"



## TRAINING

The delivery of quality police service to the community requires that officers be trained in a wide variety of tasks. This is especially true within smaller departments where the necessity to investigate a wide array of incidents results in investigations by officers instead of specialized units such as at larger agencies. The problems that face officers today and the decisions they have to make are growing in complexity in direct relation to societal issues, advancements in technology, and ever-changing laws and interpretations of those laws. With this in mind, it is essential that Officers be provided opportunities for advanced training that corresponds with mandatory training while recognizing the needs of the department and the community.

## MANDATORY TRAININGS

- In-Service Training 24 hours of training for each officer is the minimum requirement to remain certified. Dodgeville Officers averaged 77 training hours per Officer in the 2023/2024 training period, not including one officer's 720 academy hours of training.
- Firearms Training All sworn officers are required to demonstrate shooting competency with a minimum level of expertise as specified by state standards annually. In addition to the yearly handgun qualification, there is at least one, and generally two, additional handgun/rifle trainings.
- Advanced Vehicle Operation/Pursuit Training is a bi-annual four-hour requirement providing skills in vehicle operation and methods of bringing vehicles to a stop that minimize the risk to the officer and other motorists.
- Quarterly department meetings were reinitiated in 2024. These meetings focus on department issues while completing some of the required annual trainings.
- In addition to specialized trainings received by the Officers, and the mandatory trainings listed above, Officers are required on an annual basis to have training in the following areas:
  - o Sexual Harassment
  - o De-escalation
  - Bloodborne pathogens, CPR, AED, Nasal Naloxone
  - o Ethics
  - o 4<sup>th</sup> Amendment
  - o Hazmat Response
  - o Anti-Bias



## SPECIALIZED TRAINING IN 2023/2024

## Wellness and Leadership Webinars

Staff can attend virtual trainings regarding Officer Wellness and Leadership related curriculum provided free of charge by the Wisconsin Department of Justice via an online platform.

## Police1 Academy

The Police1 Academy program was purchased by the Dodgeville Police Department midway through 2020. The platform allows further online training without the added expense of travel, meals, and accommodations.

## Specialized trainings/Certifications

Anticipating a shift to red-dot sights on firearms, two Officers attended training at Vortex to assist with the training necessary for the transition. In 2024, Officer Pepper attended a DARE Officer certification. In 2025, officers transitioned to the Taser 7 platform and received associated training in 2024. In 2024, a grant was obtained for a Tru-Narc drug identification system costing nearly \$50,000. This system utilizes spectrometry for accurate drug identification. All officers received training in 2024 in the use of this device. In 2024, Stop Stick devices were obtained and placed into the squad cars and officers were trained on their use. In 2022, all Officers were trained on new high risk vehicle stop curriculum that will soon be standardized in Wisconsin. Officers were also provided with vehicle close quarters combat training at this time.

## Active Shooter Response

In 2023 and 2024, officers participated in various trainings related to active shooter/killer response and incident management. This included attending a virtual reality "Virtra" training at Vortex where use of force scenarios are displayed on a screen and Officers interact and make decisions based on their observations. Administration also had an introductory Active Shooter Incident Management course (ASIM) that Officers will have in 2025. Officers also had rescue task force(RTF) classroom training, two rescue task force (RTF) hands-on trainings with EMS, and a large-scale active shooter incident training. The large-scale active shooter incident identified areas of improvement that will be addressed in future trainings. In conjunction with the Iowa County Sheriff's Office, plans are being made to continue this type of training throughout 2025 and into the future, with additional active shooter incident management courses and hands-on scenarios being provided.

## Conferences

In 2022 through 2024, the following conferences were attended by various Police Department Staff: Wisconsin School Resource Officer Conference, Wisconsin Internet Crimes Against Children Conference, Active Threat Integrated Response Conference, New Chiefs of Police Conference, Sexual Assault Response Team Conference, and the FBI Law Enforcement Technical Forum in Orlando, FL.

## BUDGET AND EQUIPMENT

## Vehicles

Two, 2025 Ford Explorers, have been purchased as part of the biannual squad rotation. We plan to keep the 2019 squad and increase our marked squad fleet to four. This is based partially on the uncertainty in ordering/obtaining new squads, increasing patrol shifts, and having additional squads available during squad service/maintenance. There has also been difficulty outfitting the squad cars, but both new vehicles are anticipated to be up and running by summer 2025. One of the new squads is a hybrid, bringing two of the four squads in the rotation to hybrids. There have already been some noticeable savings in fuel usage with the one Hybrid squad in the rotation.

In 2024, a Ford Hybrid Escape was also purchased for Officer trainings or other travel outside of the City.

In 2024, the squads were all standardized in equipment layout to assist with Officer retrieval when needed.

In 2023, new first aid backpacks were placed into the squads, along with suction devices, to be used when responding to chokings.

In 2022, new radar units were installed to replace the aging units.

In 2024, stop sticks were placed into squad cars to assist in vehicle pursuits.

In 2024, the sets of keys in each squad car for various buildings throughout the city were updated, labelled, and a sheet was created to identify their function.

In 2022, new Motorola Squad cameras were placed into squad cars to replace the unsupported Watchguard cameras.

## Firearms

New Sig Sauer short barrel rifles (SBR) with suppressors were purchased in 2024. These have less likelihood of causing hearing damage if used in an incident and allow the department to utilize existing rifles as backups in times of need.

New Shadow Systems 9mm firearms were purchased in 2024 with red-dot sights. These will likely lower ammo costs, improve accuracy, and increase sight windows for officers. Final transition is anticipated after training and qualification in Spring 2025.

In 2022, firearm lights were upgraded to High Lumen TLR-1 Streamlight HLs.

In 2024, Officers were allowed to utilize \$200 of their uniform allowance to purch Section IV. Item #4. safe for their residence to ensure department firearms were properly and safely stored.

In 2024, tourniquet holders were added to the firearm holsters to standardize the location of tourniquets.

## Uniforms

In 2024, we began ordering uniforms and supplies from TopPack in Sun Prairie, Wi. We are noticing faster turnaround times and ease of access when obtaining these items.

Outer carriers were implemented near the end of 2022 and are now used by nearly all officers. Officers have reported less back pain and more ease of access to duty gear. The outer carriers also allow for better identification of officers by having an embroidered "POLICE" on the back.

## Equipment

Our records management system (RMS) was changed to Zuercher/Central Square in 2024 to coordinate with the reporting system that the County is using. We went live with the new system January 1<sup>st</sup>, 2025. This was a huge undertaking. Officers report better efficiency for record management, workflow accountability, and streamlined access to records throughout local law enforcement agencies. Officers also have real-time information from Iowa County Dispatch in squad cars regarding call response and information. Officers anecdotally report they spend approximately 50% less time on reports with the new system.

In 2021, Tasers were upgraded from all black to yellow. This was done to diminish the possibility for weapon confusion in tense situations. In 2024, new Taser 7s were purchased from the County when they transitioned to the Taser 10. This also allowed each Officer to have their own taser instead of sharing the three available while also upgrading from the older Taser model.

In 2022, a shield was acquired for use by the Department in high-risk situations. New technology providing for lighter shields, with similar ballistic capabilities, is now available and the potential purchase of a new shield will be considered in the next few years.

In 2023, we changed to Motorola body cameras following Watchguard body cameras no longer being supported. Efforts were also made with the new cameras and in-squad video systems to increase the speeds at which videos are uploaded. Currently officers are not noticing a lag in internet connection during video uploads.

## Department

Since 2020, there has been an ongoing task of organizing and purging the Department of outdated equipment and files. This included a purge of records dating back to 1970 per the record retention guidelines. We have also cleaned nearly every room and storage area within the department, and updated many files to electronic format. A large amount of outdated computer equipment was also purged, with hard drives that had to be removed because of the security of confidential files. These efforts resulted in approximately 20-30 times the dumpster being filled and one large truckload containing 440 lbs. of electronics being taken to Faherty.

In 2024, a new interview room was constructed in the office of the Lieutenant to provide ADA access to members of the public and limit public access to unsecured areas of the department.

In 2021, monitors were installed in the administrative office to allow viewing of the City camera network.

In 2024, the main lobby area of the department was reorganized and brochures available to the public were updated.

In 2024, the main entryway into the secure portion of the Police Department was updated to include current Officer pictures. A display featuring officers from the past and community engagement was also created.

In 2024, a Sergeant's office was created where the old interview room was located and we are currently updating the room to meet the needs of the Sergeant.

## Budget

In FY 2024 the Dodgeville Police Department budget was \$1,393,541.00. Even with the many equipment purchases mentioned above in 2024, we came in below budget by \$2,789.39.

#### RECENT CHANGES/UPDATES

In 2024, Officers were assigned to specific wards in the city for ordinance enforcement. In the first year, nearly 70 letters were mailed to residences within the City. Almost all of those residences complied with the guidance. We will continue those efforts in Spring of 2025.

In 2019, a Citywide camera system program was initiated. At this time there are 97 cameras located throughout the City. Efforts have been made to identify how often the cameras have assisted in cases that otherwise might not have been solved. At last count, that included 42 cases, though the number is likely much higher.

In 2024, there was approval to begin an Officer Wellness Day providing Officers with a yearly visit to a psychiatrist in allowance for the remainder of the day off. With renewed focus on Officer well-being, this is a monumental step in ensuring that Officers have opportunities they might not otherwise take for mental wellness. In 2023, officers also had an opportunity to attend, with their families, an officer wellness presentation at the Dodgeville High School. In addition to these changes, we have also continued having an annual holiday party and began incorporating an annual awards banquet into that party.

In February of 2022, the new Iowa County Jail opened. Officers have been learning new protocols and procedures for the jail and taking advantage of the enhanced features available.

One major change to services provided to citizens includes the procedure, implemented in 2024, to assist citizens with all vehicle lockouts utilizing our vehicle lockout kits. Drivers are required to sign a waiver in case of damage before attempts are made to unlock vehicles. We completed 70 vehicle lockouts in the first year of implementation.

In 2024, we transitioned all shotguns in the squad cars to less lethal shotguns which fire bean bag projectiles. As part of this update, all shotguns were marked with orange stocks bearing "Less Lethal" on the grips. This was done to allow all officers this option in the use of force continuum instead of having only one less lethal shotgun available in one squad car.

In 2023 and 2024, officers began participating more frequently in speed and traffic enforcement shifts, which are reimbursed from the State of Wisconsin for overtime. This resulted in more citations issued than in previous years and more operating while intoxicated arrests.

In 2022, we began partnering closely with the Mineral Point Police Department to assist with large-scale special events such as parades. This often results in at least one Mineral Point Officer being sent to assist with those events and one Dodgeville Officer being sent to assist with their events.

In late 2024, early 2025, the Emergency Response Guide for the City was updated implemented. This will be occurring on an annual basis.

In 2024, the Department website on the City of Dodgeville web page was updated to include current information, forms, and resources, necessary for citizens to navigate a wide array of topics.

Recently, we have been working closely with the ordinance committee to address outdated or obsolete ordinances within the city. One of those ordinances included a revision and update to archery practices. A standardized methodology for the issuance of archery range permits was then created. We also addressed special event licensing and food truck ordinances. In 2025, we will be looking to update and enhance our city burning ordinance, noise ordinance, and identify some streets that may benefit from no parking areas.

In 2024, we renewed our partnership with the Midwest Organized Crime Information Center (MOCIC). This partnership allows us multiple investigative tools for use in complex investigations. It also provides a repository for property which is pawned throughout the nation.

In 2024, we entered into a partnership with Carfax, which provides some investigative tools available for crash investigations. Carfax also allows citizens to obtain car crash reports directly via their website instead of going to the Police Department or emailing to obtain them.

In 2024, monthly reports to the Common Council were reinitiated per Ordinance 4.04(f)

In 2024, the field training manual was evaluated and updated.

#### UPCOMING GOALS

In the next five years we would like to achieve the following goals:

**Obtaining Cellbrite.** We currently have two officers trained in Cellbrite cellular extraction. Until 2023, the Dodgeville PD had a Cellbrite extraction device located at the Police Department, which was obtained as part of the drug task force. That device has since been provided to Platteville PD as part of the drug task force to perform cellular extractions. It would be beneficial to have a device available to Dodgeville officers to assist with investigations solely in Iowa County. Cost would be approximately \$10,000 with some annual renewal fees.

Increase to 50% property crime clearance, maintain 80% crimes against persons clearance rates. Property crime clearance rates are generally quite low, due largely in part to the nature of these offenses, and misreporting. Though the Dodgeville Police Department has nearly double the clearance rate for this type of crime, efforts will be made to increase the clearance rates to 50%. This can be achieved through additional follow-up methods, utilizing different new technology resources, and ensuring that cases are accurately coded. The Dodgeville Police Department has an 80% clearance rate for crimes against persons. Ensuring that we remain at this threshold will require continuing to diligently follow up on these matters, and utilizing the investigative resources available to the department.

WILEAG Core Standards- The Wisconsin Law Enforcement Accreditation Group (WILEAG) has identified 49 CORE standards in its accreditation program. These 49 select standards and the associated agency policies are at the heart of the program. They are focused on key Federal & State statutory mandates related to law enforcement, requirements arising from case law, inherent issues related to high risk law enforcement operations, and sensitive areas involving community relations. The cost would be minimal and the benefits would include verification that our agency is meeting/exceeding minimum expectations in essential areas of operations and management.

**Firearms detection training for Charlie.** This certification may be available to train Charlie in explosives detection, including ammunition. This would be used in conjunction with his role in the school setting. Cost is unknown at this time as different training options are being sought.

Officer Training. Continuing to ensure that Officers receive adequate training and tightening the range with Officers' training hours to provide better opportunities to all.

**City Camera Expansion.** Increasing the city's camera System; Additional cameras would be beneficial at the following locations: USH 18/Johns St., STH 23/CTH YZ.

**Speed Enforcement.** Obtaining a second speed sign at STH 23 near the Hospital. CLOSING

The Department would like to thank Mayor Hottmann, the common council, the Police and Fire Commission and the citizens of Dodgeville for providing the necessary resources to fulfill our mission. We look forward to our continued relationship and having the opportunity to serve and protect this fine community.

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#### **National Library Week 2025 Proclamation**

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities;

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning;

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

WHEREAS, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community;

**WHEREAS**, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;

**WHEREAS**, libraries nurture young minds through Storytime, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;

**WHEREAS**, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression;

**WHEREAS**, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme "Drawn to the Library";

**NOW, THEREFORE**, be it resolved that I, Mayor Barry N. Hottman, proclaim April 6–12, 2025, as *National Library Week*. During this week, I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library draws us together as a community.

Dated this 2<sup>nd</sup> day of April, 2025.

Signed: \_\_\_\_\_

Barry N. Hottmann, Mayor

Attest: \_

Lauree Aulik, Clerk/Treasurer

#### AGREEMENT FOR USE OF PARK FACILITIES

The City of Dodgeville, a municipal corporation of Iowa County, Wisconsin ("the City") and the Iowa County Soccer Association, a <u>non-profit organization</u> ("the Association"), agree as follows:

1. The City grants the Association use of the facilities described below for the following term, commencing the spring season on March 22, 2025 through June 21, 2025 and the fall season on August 9, 2025 through November 22, 2025.

2. During the term specified above, the Iowa County Soccer Association shall have the use of the restrooms and the changing rooms in the pavilion, and use of all Harris Park soccer facilities. All use of the Pavilion meeting room and arena will require prior approval from the Recreation Director. The Association shall also have the use of Wilson Park during the fall season. Wilson Park bathrooms will be operable, weather permitting.

3. During the hours of usage by the Association, the facility shall be supervised by the Association, with the toilet facilities open and the sale of concessions at the option of the Association.

4. The City of Dodgeville Parks and Recreation Commission will provide heat and electricity. The Iowa County Soccer Association shall be responsible for picking up all trash and debris inside and outside of the pavilion and depositing it in trash receptacles during the term of the permit.

5. The Iowa County Soccer Association shall pay a fee of \$3,000.00 per season.

6. The City reserves the right to use the soccer fields for other activities during the lease upon a 10-day notice given to the Iowa County Soccer League.

7. The following representatives of the Iowa County Soccer Association will act as contact people.

President	GREG WILSON	608-574-5762	GREGORY3562@GMAIL.COM
Secretary	DANIELLE KRATCHA	608-341-7237	IOWACOUNTYSOCCER@GMAIL.COM

Any written notices or other documents concerning this agreement shall be served on the Association by mailing or personal delivery to at least one of the above-named persons, and on the City by mailing or personal delivery to 100 E. Fountain St., Dodgeville, WI 53533.

8. Use of the scoreboard by the Association shall be permitted subject to its being returned in good condition; and the association shall assume the full risk of theft, loss or damage to the scoreboard and shall be responsible for the cost of any and all repairs. The scoreboard may be checked out from the Recreation Director.

9. In consideration of the usage referred to above, the Iowa County Soccer Association agrees to:

- a. Maintain all facilities in as close to original condition as is practical and possible.
- b. Provide a safe environment at all times when the Association is supervising the games, practices and activities related to the conduct of the sport of soccer.
- c. Provide adequate supervision for all Association games and practices and during Association events.
- d. Provide the City of Dodgeville, a Certificate of Insurance showing evidence of liability coverage with overall limits of \$500,000 and property damage coverage with limits of \$25,000, to be in effect during the term of this agreement and covering the use of Harris Park/Ley Memorial Pavilion facilities by the Association. In addition, the Association agrees to name the City as an additional insured, under its policy, as respects the games, practices and activities related to the sport of soccer.
- e. Return the facility to its original condition except that designated equipment may be left with the approval of the Parks and Recreation Commission.
- f. Maintain the premises in a neat and clean condition.
- g. Report promptly to the City Clerk's office any building damage, malfunction of equipment or items needing repair. Obtain City approval in writing for repairs, improvements and/or maintenance cost before incurring expense for such work or materials.
- h. The Recreation Director and Park Foreman shall be given a schedule of all practice/game times and locations prior to the term of this agreement.
- i. All soccer goals shall be moved around during practices to prevent excessive field wear that normally occurs at the goal locations. All goals must be taken off the fields at the end of practices or games and put in a safe and secure location, as designated by the Park and Recreation Commission.
- j. The City reserves the right to refuse the use of the fields if poor weather conditions make damage to the fields probable.

10. The Iowa County Soccer Association shall defend and hold the City of Dodgeville, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Iowa County Soccer Association, its officers, agents or employees.

The City of Dodgeville shall defend and hold the Iowa County Soccer Association, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City of Dodgeville, its officers, agents or employees.

Nothing contained within this paragraph or agreement is intended to be a waiver or estoppel of the City of Dodgeville or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the City of Dodgeville or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

IOWA COUNTY SOCCER ASSOCIATION

CITY OF DODGEVILLE

President

BARRY N. HOTTMANN, Mayor

LAUREE AULIK, Clerk-Treasurer

#### SEASONAL POOL STAFF WAGE INCREASE PROPOSAL

Increase the pay rates for pool staff members by \$0.50 per hour. This would be an increase to the base rate (starting wage), as well as an increase on top of the returning employees' rates.

- The estimated increase is based on employees working for 12 weeks at 30 hours per week. We have employees who work 40 hours a week during the pool season, but we also have employees who only work 10-15 hours a week; so this estimate may be on the higher end.
- With this estimation in mind, it will leave us with approximately \$1,468.87 left in our budget for pool staff wages for any added hours that were not accounted for.

#### Current base rate/starting wage for pool staff (hourly rates unless otherwise noted):

Pool Manager: \$20.00 Head Lifeguards - \$14.50 Lifeguard/WSI Teaching - \$13.50 Lifeguard/WSI - \$13.25 Lifeguard (must be 15) - \$13.00 Front Desk Personnel - \$11.00 Pool Maintenance Worker - \$20.75 Asst Swim Team Coaches - \$13.00 \*Head Swim Team Coach - \$3000/season

#### Budget:

- o 2024 Pool Wages Budgeted \$85,000.00
- o 2024 Pool Wages Expended \$81,331.13
- o 2025 budgeted is \$90,000.00, which accounts for \$5,000 expected increase
- An increase by \$0.50 hourly would be \$7,200 additional to *what we paid* last year (based on last year numbers). This option would leave \$1,468.87 left in budget based on the estimation.

#### **REFERENCE POINT: Other Local Pool Positions and Pay Wages:**

Community	Position	Starting Pay (hourly)	Yearly Increase (hourly)
Mineral Point	Lifeguard	\$13.00	\$0.30
	*Lifeguards are also	front desk emplo	yees
Darlington	Pool Manager	\$16.07	-
	Assistant Manager	\$14.98	-
	Lifeguards	\$11.75	\$0.16
Dodgeville	Lifeguard	\$13.00	\$0.50
	Head Lifeguard	\$14.50	\$0.50
	Front Desk	\$11.00	\$0.50
Mount Horeb	Lifeguard	\$15.00	\$0.25
	Head Lifeguard	\$17.00	\$0.25
	Pool Attendant	\$10.00	\$0.25
Platteville	Lifeguard	\$15.00	\$0.50
	Pool Attendant	\$9.00	\$0.50

## CITY OF DODGEVILLE (Armory) Administration Building Asbestos Removal

Bidder Name & Address	Abate Tile & Seal Mastic	Abate Tile & Remove Mastic
MV Service 4575 County Road C Spring Green, WI 53588	\$9,900	\$15,590.00
BLT Construction, LLc 4106 Ihm Harris Rd Barneveld, WI 53507	\$34,300	\$38,540.00

Section VII. Item #12.





201 E. Main St., Suite 100 Reedsburg, WI 53959 (800) 261-6468 Toll-Free www.vierbicher.com

March 27, 2025

Greg Lee, Director of Public Works City of Dodgeville 100 East Fountain Street Dodgeville, WI 53533

Re: Washington Street Reconstruction Vierbicher Project No. 240658 Dodgeville, WI Bid Results & Notice of Award

Dear Greg:

We have reviewed the bid received on March 27, 2025, for the above-referenced project. One bid was received in the amount of \$2,496,087.85. This bid amount includes the base bid, and alternative bid items 73A, 76A, 77A, and A2. Rule Construction Ltd. was the low bidder. A full tabulation is attached.

The bid submitted by Rule Construction Ltd. meets the requirements of the bidding documents and is therefore considered responsive. We therefore recommend acceptance of the bid submitted by Rule Construction Ltd.

Attached, please find the Notice of Award for the above referenced project. Once the contract has been awarded by the City of Dodgeville, please have the Notice of Award signed, then scan and email to our attention. We will then forward the documents onto the Contractor for execution.

If you have any questions, please let us know.

Sincerely,

Logan Hansen, PE

Enclosures

Notice of Award Bid Tabulation

Section VII. Item #12.

#### SECTION 00 51 00

#### NOTICE OF AWARD

Date: April 2, 2025

#### Project: Washington Street Reconstruction

Owner: City of Dodgeville

Engineer's Project No.: 240658

Bidder: Rule Construction Ltd.

Bidder's Address: 3696 State Road 23, Dodgeville, WI 53533

You are notified that your Bid dated March 27, 2025, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for

Reconstruction of Washington St. from STH 23 to Chapel St (3,000LF), reconstruction of Johnson St. from Washington St. to a half block north (300LF), and E Fountain St from STH 23 to S Union St (300LF) including complete reconstruction of street, curb and gutter, storm sewer, sanitary sewer main and services and water main and services, restoration of the work area, and other miscellaneous items in conformance with the Contract Documents.

The Contract Price of your Contract is Two million, four hundred ninety-six thousand, eighty-seven dollars and 85/100 (\$2,496,087.85). This Bid includes the base bid, and Alternate bid items 73A, 76A, 77A, and A2.

1 copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

- 1. Deliver to the Owner 1 fully executed counterparts of the Contract Documents.
- 2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
- 3. Other conditions precedent: Insurance Certificates as indicated by the General Conditions (Paragraph 5.03)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

	<u>of Dodgeville</u> Owner
By:	
-	Authorized Signature

Title

Date

#### BID TABULATION Dodgeville - Washington Street Reconstruction ENGINEER'S PROJECT # 240658 Bid Open March 27, 2025 at 10am





	ton Street Reconstruction			Rule Construction, Ltd			
id Item	Item Description	Units of	Estimated		Unit		Total
lumber		Measure	Quantity		Cost		Amount
treet &	Site Work - W. Washington Street						
1	Mobilization	LS	1	\$	25,000.00		25,000.0
2	Performance & Payment Bonds	LS	1	\$	24,000.00	\$	24,000.0
3	Remove Existing Tree	EA	1	\$	750.00	\$	750.0
4	Site Clearing & Grubbing	LS	1	\$	10,000.00	\$	10,000.0
5	Temporary Traffic Control	LS	1	\$	14,000.00	\$	14,000.0
6	Relocate Signs & Mailboxes	LS	1	\$	1,500.00	\$	1,500.0
7	Remove Existing Asphalt	SY	12,815	\$	2.50	\$	32,037.5
8	Common Excavation (Estimated 8,000 CY +/-)	LS	1		152,000.00		152,000.0
9	Strip, Salvage, & Re-Spread Topsoil	LS	1	\$	10,000.00	\$	10,000.0
10	Excavation Below Subgrade (EBS) (Excavation	CY	1,000	\$	10.00	\$	10,000.0
	Only)					•	
11	Base Aggregate Dense - 1 1/4" (6")	SY	15,120	\$	4.35		65,772.0
12	Base Aggregate Dense - 3" (12")	SY	15,120	\$	8.70	\$	131,544.0
13	Base Aggregate Dense - 3/4" Sidewalk & Driveway	SY	1,230	\$	6.35	\$	7,810.5
14	Base Aggregate Dense - 3" (For EBS)	CY	1,000	\$	29.00	\$	29,000.0
15	Finish Grading In Prep. Of Paving	LF	3,125	\$	5.00	\$	15,625.0
16	Sawcut Asphalt	LF	350	\$	2.00	\$	700.0
17	Sawcut Concrete	LF	700	\$	3.00	\$	2,100.0
18	HMA Pavement - Upper Layer (2"), 4 LT 58-28S	SY	12,890	↓ \$	9.25		119,232.5
19	HMA Pavement - Lower Layer (2.5"), 3 LT 58-28S	SY	12,870	\$	10.50		135,345.0
	HMA Pavement - Driveways & Patches (2.5") 4 LT 58-						
20	285	SY	150	\$	19.00	\$	2,850.0
21	Asphalt Cleaning & Sweeping	SY	12,890	\$	0.05	\$	644.
22	Asphaltic Tack Coat	SY	12,890	\$	0.10	\$	1,289.0
	Erosion Mat DOT Class I, Type A w/ Seed & Fertilizer						
23	(Biodegradable Mat & Staples)	SY	2,700	\$	9.00	\$	24,300.0
24	Silt Sock (5' Length)	EA	25	\$	25.00	\$	625.0
25	Inlet Protection - Type D	EA	26	\$	125.00	\$	3,250.0
26	Clear Stone Tracking Pad	TON	80	\$	10.00	\$	800.0
27	Remove Existing Curb & Gutter	LF	6,225	\$	4.00	\$	24,900.0
28	Concrete Curb & Gutter - 30"	LF	6,275	\$	19.00		119,225.0
29	Concrete Sidewalk (4")	SF	5,950	\$	5.50	\$	32,725.0
	Concrete Driveway Apron, Driveways, & Sidewalk						
30	(6")	SF	5,000	\$	6.00	\$	30,000.0
01	Remove Existing Concrete (sw, driveway apron,	05	F 000	۴	0.00	¢	10,000
31	driveways, etc.)	SF	5,000	\$	2.00	\$	10,000.0
32	Truncated Dome Detectable Warning Field (2x2)	EA	16	\$	130.00	\$	2,080.0
	Subtotal - Street & Site Work -						039,105.0
nitary	Sewer - W. Washington Street	W. Washin	gion on cer	Ŷ		1,	507,100.
33	Sanitary Sewer - 8" PVC SDR 35	LF	1,490	\$	91.00	\$	135,590.0
34	Rock Excavation - Utility Trenches	CY	30	۹ \$	130.00	Դ \$	3,900.0
35	Sanitary Sewer Bypass Pumping	LS	1	\$	2,000.00	\$	2,000.0
36	Sanitary Sewer Televising	LF	1,490	\$	3.00	\$	4,470.0
37	Sanitary Sewer - 48" Dia. Manhole	EA	7	\$	4,435.00	\$	31,045.0
	Sanitary Sewer Manhole Casting & Lid Neenah R-						
38	2050 Type B	EA	7	\$	500.00	\$	3,500.0
	Sanitary Sewer Service Lateral - 4" PVC SDR 35 W/						
39	Tracer Wire & Termination Box	LF	400	\$	75.00	\$	30,000.0
16	Sanitary Sewer Service Lateral - 6" PVC SDR 35 W/		16 -	<i>¢</i>		<u>_</u>	
40	Tracer Wire & Termination Box	LF	425	\$	80.00	\$	34,000.
41	External Chimney Seal	EA	7	\$	300.00	\$	2,100.0
42	Abandon Existing Sanitary Sewer	LS	1	\$	500.00	\$	500.0
43	Utility Line Opening	EA	1	\$	1,000.00	\$	1,000.
				т	,	. T	,

Water D	istribution - W. Washington Street						Section
44	Water main - 6" C-900	LF	230	\$	99.00	\$	22,770.00
45	Water main - 8" C-900	LF	380	\$	100.00		38,000.00
46	Water main - 10" C-900	LF	2,940	\$	114.00		35,160.00
47	Water main - 12" C-900	LF	90	\$	187.00		16,830.00
48	Rock Excavation - Utility Trenches	CΥ	700	\$	100.00	\$	70,000.00
49	Gate Valves - 6"	EA	9	\$	1,975.00		17,775.00
50	Gate Valves - 8"	EA	4	\$	2,750.00		11,000.00
51	Gate Valves - 10"	EA	14	\$	3,940.00		55,160.00
52	Gate Valves - 12"	EA	2	\$	4,735.00	\$	9,470.00
53	Styrofoam Insulation (4'x8' Sheet)	EA	16	\$	80.00	\$	1,280.00
54	Water Service Lateral - 1" Copper	LF	1,140	\$	70.00		79,800.00
55	Water Service Lateral - 1.5" Copper (If Needed)	LF	30	\$	85.00	\$	2,550.00
56	Water Service Lateral - 2" Copper (If Needed)	LF	30	\$	95.00	\$	2,850.00
57	Water Service - 1" Corporation, Curb Stop, Union, and Box	EA	40	\$	500.00		20,000.00
58	Water Service - 1.5" Corporation, Curb Stop, Union, and Box (If Needed)	EA	1	\$	800.00	\$	800.00
59	Water Service - 2" Corporation, Curb Stop, Union, and Box (If Needed)	EA	1	\$	1,000.00	\$	1,000.00
60	2" Flushing Line & Corporation For Testing (If Needed)	EA	1	\$	1,000.00	\$	1,000.00
61	Hydrant - Extension - 6" (If Needed)	EA	1	\$	1,100.00	\$	1,100.00
62	Hydrant - Extension - 12" (If Needed)	EA	1	\$		\$	1,200.00
63	Hydrant - New w/ Marker Flag - 8'	EA	6	\$	6,170.00		37,020.00
64	Hydrant - New w/ Marker Flag - 7'	EA	ĩ	\$	6,100.00	\$	6,100.00
65	Abandon Existing Water main	LS	1	\$	1,500.00	\$	1,500.00
66	Utility Line Opening	EA	1	\$	1,000.00	\$	1,000.00
00	Subtotal - Water Distribution -		aton Street		1,000.00		33,365.00
Storme C.			Igion sheet	<b>1</b>			33,303.00
	ewer & Storm Water Management - W. Washingtor		000	<b>A</b>	74.00	¢	(0, (00, 00,
67	Storm Sewer - 12" HDPE		820	\$	74.00		60,680.00
68	Storm Sewer - 15" HDPE	LF	330	\$	77.00		25,410.00
69	Storm Sewer - 18" HDPE	LF	740	\$	84.00		62,160.00
70	Storm Sewer - 30" HDPE	LF	110	\$	115.00		12,650.00
71	Storm Sewer - 36" HDPE	LF	195	\$	130.00		25,350.00
72	Rock Excavation - Utility Trenches	CY	125	\$	50.00	\$	6,250.00
73	Storm Sewer Manhole - 48"	EA	7	\$	2,610.00		18,270.00
74	Storm Sewer Manhole - 60"	EA	3	\$	4,890.00		14,670.00
75	Storm Sewer Manhole - 72"	EA	3	\$	5,860.00	\$	17,580.00
76	Storm Sewer Manhole Casting & Lid Neenah R-2050 Type D	EA	15	\$	500.00	\$	7,500.00
77	Storm Sewer Curb Inlet - 2' x 3' Precast Box	EA	20	\$	1,800.00		36,000.00
78	Storm Sewer Curb Inlet - 60" Manhole	EA	1	\$	5,140.00	\$	5,140.00
79	Storm Sewer Inlet Casting - R-3067 Frame, Type L	EA	13	\$	720.00	\$	9,360.00
80	Grate, & 30677007 Curb Head Accessory Storm Sewer Inlet Casting - R-3067 Frame, Type R	EA	8	\$	720.00	Ψ \$	5,760.00
	Grate, & 30677007 Curb Head Accessory		Ű			T	
81	Abandon Existing Storm Sewer	LS	1	\$	2,000.00	\$	2,000.00
82	Utility Line Opening	LS	1	\$	1,000.00	\$	1,000.00
	Subtotal - Storm Sewer & Storm Water Management -	W. Washin	ngton Street	ł \$		3	09,780.00
Street &	Site work - E. Fountain Street						
83	Temporary Traffic Control	LS	1	\$	1,000.00	\$	1,000.00
84	Relocate Signs & Mailboxes	LS	1	\$	250.00	\$	250.00
85	Remove Existing Asphalt	SY	835	\$	2.50	\$	2,087.50
86	Common Excavation (Estimated 500 CY +/-)	LS	1	\$	9,500.00	\$	9,500.00
87	Excavation Below Subgrade (EBS) (Excavation Only)	CY	60	\$	25.00	\$	1,500.00
88	Base Aggregate Dense - 1 1/4" (6")	SY	1,050	\$	4.35	\$	4,567.50
89	Base Aggregate Dense - 3" (12")	SY	1,050	\$	8.70	\$	9,135.00
90	Base Aggregate Dense - 3" For EBS	CY	60	\$	29.00	\$	1,740.00
91	Finish Grading In Prep. Of Paving	LF	210	\$	8.00	\$	1,680.00
92	Sawcut Asphalt	LF	105	\$	2.00	\$	210.00
93	Sawcut Concrete	LF	5	\$	3.00	\$	15.00
94	HMA Pavement - Upper Layer (2"), 4 LT 58-28S	SY	835	\$	10.00	\$	8,350.00
95	HMA Pavement - Lower Layer (2"), 4 LT 58-285	SY	835	\$	10.00	\$	8,350.00
		SY	835	\$	0.01	\$	8.35
96			. (), ), )	1 10	0.01	Ψ	
<u>96</u> 97	Asphalt Cleaning & Sweeping Asphaltic Tack Coat	-			0 10	\$	83 50
96 97 98	Asphaltic Tack Coat Erosion Mat DOT Class I, Type A w/ Seed & Fertilizer	SY SY	835 50	\$	0.10 20.00	\$ \$	83.50

100         In           101         C           102         R           103         C           anitary         S           104         S           105         R           106         S           107         S           108         S           109         S           110         S	Silt Sock (5' Length) Inlet Protection - Type D Clear Stone Tracking Pad Remove Existing Curb & Gutter Concrete Curb & Gutter - 30'' Subtotal - Street & Site wo Sewer - E. Fountain Street Sanitary Sewer - 8'' PVC SDR 35 Rock Excavation - Utility Trenches	EA EA ION LF LF ork - E. Fou	4 6 80 380 380 mtain Street	\$ \$ \$ \$ \$	25.00 125.00 10.00 4.00 19.00	\$ \$ \$ \$ \$	750.0 800.0 1,520.0 7,220.0
101         C           102         R           103         C           104         S           105         R           106         S           107         S           108         S           109         S           110         S	Clear Stone Tracking Pad Remove Existing Curb & Gutter Concrete Curb & Gutter - 30" Subtotal - Street & Site wo Sewer - E. Fountain Street Sanitary Sewer - 8" PVC SDR 35	TON LF LF	80 380 380	\$ \$ \$	10.00 4.00	\$	800.0 1,520.0 7,220.0
102         R           103         C           104         S           105         R           106         S           107         S           108         S           109         S           110         S	Remove Existing Curb & Gutter Concrete Curb & Gutter - 30'' Subtotal - Street & Site wo Gewer - E. Fountain Street Sanitary Sewer - 8'' PVC SDR 35	LF LF	380 380	\$	4.00	\$ \$	1,520.0 7,220.0
103         C           anitary         Second           104         S           105         R           106         S           107         S           108         S           109         S           110         S	Concrete Curb & Gutter - 30" Subtotal - Street & Site wa Sewer - E. Fountain Street Sanitary Sewer - 8" PVC SDR 35	LF	380	\$		\$	7,220.0
Initary S           104         S           105         R           106         S           107         S           108         S           109         S           110         S	Subtotal - Street & Site wa Sewer - E. Fountain Street Sanitary Sewer - 8" PVC SDR 35	= -		_	19.00	Ψ	•
104         S           105         R           106         S           107         S           108         S           109         2           110         S	Sewer - E. Fountain Street Sanitary Sewer - 8" PVC SDR 35	ork - E. Fou	ntain Street	Ś			
104         S           105         R           106         S           107         S           108         S           109         2           110         S	Sanitary Sewer - 8" PVC SDR 35						59,866.8
104         S           105         R           106         S           107         S           108         S           109         2           110         S	Sanitary Sewer - 8" PVC SDR 35						
105         R           106         S           107         S           108         S           109         2           110         S		LF	200	¢	01.00	¢	19 200 0
106 S 107 S 108 S 109 S 109 S	ROCK EXCAVATION - UTILITY Irenches		200	\$	91.00	\$	18,200.0
107 S 108 S 109 S 110 S		CY	10	\$	50.00	\$	500.0
108 S 109 S 110 S	Sanitary Sewer Bypass Pumping	LS		\$	1,000.00	\$	1,000.0
109 S	Sanitary Sewer Televising	LF	200	\$	3.00	\$	600.0
109 <u>2</u> 110 S	Sanitary Sewer - 48" Dia. Manhole	EA	1	\$	4,435.00	\$	4,435.0
110 S	Sanitary Sewer Manhole Casting & Lid Neenah R-	EA	1	\$	500.00	\$	500.0
	2050 Type B	2		+		Ψ	
	Sanitary Sewer Service Lateral - 6" PVC SDR 35 W/	LF	40	\$	80.00	\$	3,200.0
	Tracer Wire & Termination Box		-10	· ·			-
	External Chimney Seal	EA	1	\$	300.00	\$	300.0
	Abandon Existing Sanitary Sewer	LS	1	\$	1,000.00	\$	1,000.0
113 L	Utility Line Opening	EA	1	\$	1,000.00	\$	1,000.0
	Subtotal - Sanitary Sew	er - E. Fou	ntain Street	S			30,735.0
ator Dial	tribution - E. Fountain Street						,
			50	<u>^</u>		<b>^</b>	1055
	Water main - 6" C-900	LF	50	\$	99.00	\$	4,950.0
	Water main - 8" C-900	LF	200	\$	100.00		20,000.0
	Rock Excavation - Utility Trenches	CY	70	\$	100.00	\$	7,000.0
117 C	Gate Valves - 6"	EA	1	\$	1,975.00	\$	1,975.0
118 8	8" Live Tap (Includes Tapping Sleeve and Gate	EA	1	\$	7,400.00	\$	7,400.0
- V	Valve)	LA	1	φ	7,400.00	φ	7,400.0
119 S	Styrofoam Insulation (4'x8' Sheet)	EA	3	\$	80.00	\$	240.0
2	2" Flushing Line & Corporation For Testing (If						
1.20	Needed)	EA	1	\$	1,000.00	\$	1,000.0
	Utility Line Opening	EA		\$	1,000.00	\$	1,000.0
121 [0	Subtotal - Water Distributio		ntain Street		1,000.00		43,565.0
_		JII - L. 100	main sheet	Ŷ		_	40,000.0
orm Sew	ver - E. Fountain Street						
122 S	Storm Sewer Curb Inlet - 2' x 3' Precast Box	EA	2	\$	1,800.00	\$	3,600.0
123 S	Storm Sewer - 12" HDPE	LF	129	\$	74.00	\$	9,546.0
124 S	Storm Sewer Inlet Casting - R-3067 Frame, Type L		1	¢	720.00	¢	700 0
124	Grate, & 30677007 Curb Head Accessory	EA	1	\$	/20.00	\$	720.0
2	Storm Sewer Inlet Casting - R-3067 Frame, Type R	<b>F</b> 4		<i>•</i>	700.00	<b>^</b>	700.0
	Grate, & 30677007 Curb Head Accessory	EA	1	\$	720.00	\$	720.0
	Subtotal - Storm Sew	er - E Fou	ntain Street	\$			14,586.0
	TOTAL - Washington	Street Kec	onstruction	Ş		2,4	79,107.8
ternate	1						
67A S	Storm Sewer - 12" RCP	LF	949	\$	89.00	\$	84,461.0
	Storm Sewer - 15" RCP	LF	330	\$	91.00	\$	30,030.0
	Storm Sewer - 18'' RCP	LF	740	\$	94.00	\$	69,560.0
	Storm Sewer - 30" RCP	LF	110	\$	133.00		14,630.0
	Storm Sewer - 36" RCP	LF	195	\$	167.00		32,565.0
JIA J			Alternate 1	\$	107.00		231,246.0
	TOTAL - Base Bid + Alternate 1 (Re	eplaces Ite	ems 67-71)	\$		2,5	24,103.8
ternate :	2						
3	2 36" Nyloplast Drain Basin - In place of \$3.0 (Supplied)		T				
7.3A		EA	1	\$	1,280.00	\$	1,280.0
	by Owner) 36" Nyloplast Drain Basin - 36" x 30" Reducing		<sup> </sup>	├──		├──	
/64		EA	1	\$	500.00	\$	500.0
A	Adapter and Open Grate Casting			<u> </u>			
//A	36" Nyloplast Drain Basin - In place of \$3.1 & \$3.2	EA	2	\$	6,100.00	\$	12,200.0
(	(Include Casting Adapters)		<u> </u> !	Ļ.		⊢ <u>́</u>	
	30" Nyloplast Drain Basin - In place of \$3.0 (Supplied	EA	1	\$	1,075.00	\$	1,075.0
b	by Owner)	_/ \		Ψ	1,0, 0.00	Ψ	1,07 0.0
//K	30" Nyloplast Drain Basin - In place of \$3.1 & \$3.2	EA	2	\$	4,300.00	\$	8,600.0
	(Include Casting Adapters)		۷	Ψ	4,000.00	Ψ	0,000.0
	Concrete Collar Manhole Adjustment \$3.0 (Mr.	EA	1	\$	2 000 00	\$	3,000.0
(		F 4	1	ы Т.			
A2	Manhole or Approved Equal)		1 ' 1	Ψ	3,000.00	Ψ	0,000.0

## FOR CLERKS ONLY Municipality

Form CTV-100

# Cigarette, Tobacco, and Electronic Vaping Device Retail License Application

License Period

Part A: Premises/Busines	s Informatio	on				
1. Legal Business Name (individual						
HOT SPOT TOBACCO INC						
2. Business Trade Name or DBA					i é i	
3. FEIN			4. Wisconsin Se	ller's Permit	Number	
334047509						
5. Entity Type (check one)			. <u>.</u>	······		
Sole Proprietor	🔲 Pa	artnership	🔲 Lim	ited Liability	y Company	Corporation
6. State of Organization		7. Date of Organizat	ion		8. Wisconsin DFI R	egistration Number
WISCONSIN		03/18/2025				
9. Premises Address (do not use F	PO Box)				• <u> </u>	
1210 BEQUETTE ST ST	E B		-			
10. City				11. State	12. Zip Code	
DIDGEVILLE				WI	53533	
13. County	14. Governing	Municipality: City	/ 🗌 Town	Village	15. Aldermanic Dist	trict
	of					
16. Mailing Address (if different fro		dress)				
1210 BEQUETTE ST STE	E B					
				18. State	19. Zip Code	
DODGEVILLE				WI	53533	
20. Premises Phone \$7	2227 2262	21, Premises Email			22. Website	
23. Premises Description - Descri Describe all rooms including I records. Cigarettes, tobacco Attach a floor plan if possible. SALES OF TOBACCO	be the building o iving quarters, i products, and e	f used, for the sales a	ind/or storage of	f cigarettes, t	obacco products, and	electronic vaning devices and
Part B: Questions						
1. What products will be sold a	at this busines					
Cigarettes		✓ Tobacco	Products		🖌 Elec	tronic Vaping Devices
2. How will cigarettes, tobacco	o, and/or elec		es be sold? (c machine	heck all that	apply)	

3. Is the applicant business owned by another business entity?		No No
3a. Name of Business Entity:	·····	
3b. FEIN of Business Entity:		

CTV-100 (R 3-25)

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Wisconsin Department of Revenue

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#### Section VII. Item #15.

## **Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following titles or positions in the applicant business and any businesses listed in Part B, Question 3: sole proprietor, all officers, directors, and agents of a corporation: all partners of a partnership: and all members and agents of a limited liability company. Attach additional sheets if necessary.

Include Form CTV-101, Individual Questionnaire, for each person listed below.

Last Name	First Name	Title	Phone
MUHAREB	MOHAMMED	PRESIDENT	87222222

## **Part D: Attestation**

One of the following must sign and attest to this application:

- sole proprietor
   one general partner of a partnership
- one corporate officer

one managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:** 

I understand and agree to the following:

- I will only purchase cigarettes, tobacco, and vapor products from distributors, jobbers, or subjobbers permitted by the Wisconsin Department of Revenue, unless I also hold the proper distributor's permit and pay all applicable excise taxes.
- I will not purchase or exchange products from another retailer, including transferring existing stock to a new owner.
- I will provide tobacco sales training that has been approved by the Wisconsin Department of Health Services to my employees. (<u>https://witobaccocheck.org</u>).
- I will not sell single cigarettes.
- I will not sell, give, or otherwise provide cigarettes, tobacco, or any nicotine products to minors.
- I will keep product invoices on the licensed premises for two years and ensure the records are available for inspection by law
  enforcement. Failure to comply with this will result in criminal penalties, including loss of inventory.
- I will not sell cigarettes or roll-your-own (RYO) tobacco products unless listed on the Wisconsin Department of Justice's directory
  of certified tobacco manufacturers and brands.

Further, under penalty provided by law, I state that this application has been truthfully answered to the best of my knowledge. I agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature Jola		Date 03/20/2025	
Name (Last, First, M I.) MUHAREB MOHAMMED			
Title PRESIDENT	Email		

Part E: For Clerk Use Only			
Date application was filed with clerk	Date license issued	Date license expires	License number
License fees	Signature of Clerk/Deputy Cl	erk	



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CTV-100 (R 3-25)

#### **GRANT AGREEMENT**

#### STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION and CITY OF DODGEVILLE

#### FLEXIBLE FACILITIES PROGRAM

**THIS GRANT AGREEMENT** is made and entered into for the period October 7, 2024, through October 31, 2026, ("Performance Period") by and between the Wisconsin Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and City of Dodgeville ("Grantee").

#### **RECITALS**

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 604 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 ("ARPA") to be used for the purposes specified in the ARPA; and

**WHEREAS**, on December 14, 2023, Governor Tony Evers announced the launch of a Flexible Facilities Grant Program ("Program"), to support local and Tribal governments construct and improve buildings and purchase digital connectivity equipment in order to enable work, education, and health monitoring located in communities with critical need for capital projects; and

**WHEREAS**, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

**WHEREAS**, on behalf of the State, the Department administers the Program through its Division of Energy, Housing and Community Resources ("Division"); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

**WHEREAS**, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved a Grant Award to Grantee in the amount set forth below;

**NOW, THEREFORE**, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

1

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties' authorized representatives.

#### **CITY OF DODGEVILLE**

#### STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

BY:	BY:
(Chief Elected Official signature)	(signature)
NAME: <u>Barry Hottmann</u>	NAME: Diana Maas
TITLE: _Mayor	TITLE: Assistant Deputy Secretary
DATE:	DATE:
BY:	
(Clerk signature) NAME: Lauree Aulik,	
TITLE: <u>Clerk</u>	
DATE:	

UEI #: KJP7LJFWRQM9

#### **GRANT AGREEMENT TERMS AND CONDITIONS**

#### **ARTICLE 1. AMOUNT OF GRANT AND PURPOSE**

The Department agrees to disburse to Grantee a total amount not to exceed **\$4,250,000.00** (the "Grant Award") to be used by Grantee for Eligible Expenses in furtherance of the Project, both as defined below. The Department's payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee through reimbursements following Grantee's timely requests pursuant to Attachment D.

#### ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-G, constitute the complete agreement of the parties. The Attachments are as follows:

Attachment A – Scope of Work Attachment B – Budget Attachment C – Source of Funds Attachment D – Method of Payment Attachment E – Reporting Requirements Attachment F – Additional Flexible Facilities Program Rules Attachment G – Federal Compliance Requirements for Capital Projects Funds

#### ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is October 7, 2024, through October 31, 2026, as defined on the first page of this Grant Agreement.

#### ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department's primary point of contact for purposes of administration of this Grant Agreement shall be the Administrator of the Division of Energy, Housing and Community Resources, or such other person as the Department shall identify to Grantee in writing.

Grantee's employee who shall serve as Grantee's primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee's interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department:

Administrator, Division of Energy, Housing and Community Resources Department of Administration E-mail: <u>FlexibleFacilitiesProgram@wisconsin.gov</u> To Grantee:Name: Barry HottmannTitle: MayorEmail: barry.hottmann@dodgevillewi.govPhone: (608) 930-5228

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

#### ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

The Scope of Work for Grantee's project is outlined in the form of Attachment A and shall set forth the activities the Grantee will perform and the deliverables Grantee will provide for the project (the "Project"). The Budget shall set forth the amount of the Grant Award and any matching funds being committed by the Grantee. All amounts must be for Eligible Expenses as defined below.

Grantee will supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth in the Scope of Work and Budget.

"Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) otherwise expended consistent with the terms of this Agreement.

The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Further information regarding what constitutes an ineligible expense is provided in the FFP Grant Announcement and the implementation materials issued by the Department.

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the Department or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

#### ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee following the procedures set forth in Attachment D and as outlined in the implementation materials issued by the Department. The Department anticipates that it will

issue payments within 30 days of receiving complete, accurate, and eligible reimbursement requests, including invoices and financial documentation.

The funds awarded under this Agreement are dependent upon availability from the funding source, including federal funding sources, and termination of this Agreement for lack of available funds shall be without penalty. The Department shall have no obligation to reimburse or compensate Grantee for expenses due to award funds not being provided by those funding sources.

Federal funds under this Agreement are provided by the U.S. Department of Treasury, Capital Projects Fund, Flexible Facilities Program, and are subject to the continued availability of funding from the U.S. Department of Treasury.

#### **ARTICLE 7. METHOD OF PAYMENT**

The method of payment is set forth in Attachment D. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Grant Agreement.

#### **ARTICLE 8. REPORTING REQUIREMENTS**

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. Part 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

Grantee's reporting obligations are further set forth in Attachment E, unless more frequent or enhanced reporting is required by Grantee due to an additional condition pursuant to Article 26.

#### **ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES**

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

a) Grantee's statements and representations in its grant application are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.

- b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.
- c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.
- d) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- e) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.
- f) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.
- g) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

#### ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform any activities under this Agreement in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

#### ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment G).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(e) of this Grant Agreement.

Specifically, as further specified in Attachment G, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

#### ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grantee, as a Wisconsin municipality, is exempt from submitting a written affirmative action plan to DOA. However, Grantees utilizing subcontractors for any work toward the project described in this Grant Agreement shall submit a Request for Exemption from Submitting an Affirmative Action Plan (form DOA-3024) within fifteen (15) working days after signing this Agreement. Within fifteen (15) working days after awarding each subcontract, Grantee shall submit a Contractor's Subcontractor List (form DOA-3023), and any required documents as prescribed within said form. All documents referenced in this paragraph must be submitted to DOA's Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via email (preferred) at <u>DOADEOSBOPPrograms@wisconsin.gov</u>. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Additional federal requirements related to non-discrimination are outlined in Attachment G.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

#### ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, contractors, or subcontractors, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

#### **ARTICLE 14. INTERNAL CONTROLS**

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award and this Agreement. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

#### **ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS**

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source. Additional requirements of Grantee's financial management system are set forth in Article 16 below.

#### **ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM**

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. Part 200.302, all other rules, regulations and requirements of the funding source described in Attachment C and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to

establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee's chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the Department.

Grantee's financial management system shall further provide for the following:

- a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. Part 200.328 and 200.329.
- c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures to implement the internal control requirements of 2 C.F.R. Part 200.303.
- g) Written procedures for determining the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

#### **ARTICLE 17. PROCUREMENT STANDARDS**

Grantee shall maintain and adhere to documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. Part 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

#### ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of seven (7) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using the Grant Award, records sufficient to demonstrate that project expenses are eligible, and communications with the Department or the U.S. Department of Treasury concerning the Program. In the event Grantee is notified of litigation, claims, negotiations, or other actions involving Program records, records must be retained until the Department notifies the Grantee they may dispose of records.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request. Copies of the Grantee's application materials, excluding materials deemed to be confidential and proprietary information on the Application's Attachment D: Designation of Confidential and Proprietary Information (FFP\_DOA-3027), are also subject to disclosure in accordance with applicable Wisconsin law. Representatives of the State of Wisconsin, U.S. Department of Treasury, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of Grantee to make audits, examinations, excerpts, and transcripts.

#### ARTICLE 19. AUDITS

Grantees, or their assignees, that expend more than \$1,000,000 in Grantee's fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. Part 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the U.S. Department of Treasury may determine as inapplicable to the Grant Award and subject to such exceptions that may be otherwise provided by Treasury, and the State Single Audit Guidelines issued by DOA. Audit reports are due to the Federal Audit

Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Reporting requirements to the Department with respect to a Grantee's single audit are outlined in Attachment E.

Grantee shall perform an "Agreed Upon Procedures Audit" on request of the Department. This audit shall consist of procedures and questions agreed upon by the Department and the auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

#### ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

#### ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

Grantee shall be responsible for reimbursement to the Department for any disbursed funds which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

#### **ARTICLE 22. INDEMNIFICATION**

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third-parties to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

#### ARTICLE 23. ASSIGNMENT OF RIGHTS AND RELATIONSHIPS

Grantee shall not assign all or any part of its rights under this Grant Agreement without prior written approval of the Department. Grantee shall be responsible for all matters involving any contractor or subcontractor engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a contractor or subcontractor. The State and Department bear no responsibility for contractor or subcontractor, performance, or dispute resolution hereunder.

The employees of Grantee or any of its contractors, subcontractors, lessees, and the employees thereof, shall not in any manner be deemed to be employees, agents, joint venturers, or partners of the Department or the State of Wisconsin.

#### ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by Wis. Stat. § 19.42, or an organization in which a State public official holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the Department unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the Department and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stats. §§ 19.41 et seq. and 19.59 et seq.

#### ARTICLE 25. SMALL BUSINESS, WOMEN, MINORITY, AND DISABLED VETERAN-OWNED BUSINESSES

In accordance with 2 C.F.R. Part 200.321 and Department policy, Grantee shall take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, disabled veteran-owned businesses and labor surplus area firms are used when possible. Further information regarding this requirement is provided in the implementation materials issued by the Department.

#### **ARTICLE 26. ADDITIONAL CONDITIONS**

The Department may impose additional conditions as needed, pursuant to 2 C.F.R. Part 200.208(b), by providing written notice to Grantee. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in a Department decision to pursue remedies consistent with 2 C.F.R. Part 200.339, including a decision to suspend or cease payment of Grant Award funds.

#### ARTICLE 27. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are deficient or not provided to the Department on a timely basis, or if sufficient performance of Project activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

#### **ARTICLE 28. TERMINATION OF AGREEMENT**

The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure to meet any FFP or Treasury requirement, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation. The Agreement may also be terminated by mutual agreement of the parties.

Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department. The Department shall have no liability to the Grantee whatsoever where the Project is ineligible for funding under applicable federal rules or in the event of termination due to non-appropriation of funds or receipt of funds by the Legislature or federal government. Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials as requested by the Department.

In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

#### ARTICLE 29. AMENDMENT

This Grant Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the Grantee and at the sole discretion of the Department, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total Grant Award amount shall not be exceeded. All other terms and conditions shall remain the same and in full effect if an adjustment is made.

#### ARTICLE 30. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.

#### ARTICLE 31. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

#### ARTICLE 32. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion. Nothing in this Agreement shall be deemed a waiver of the State of Wisconsin's sovereign immunity.

#### **ARTICLE 33. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, pandemics, epidemics, stay-at-home orders, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

#### ARTICLE 34. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

#### **ARTICLE 35. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable regulations and guidance issued by the United States Department of Treasury;
- b. Applicable State of Wisconsin laws and regulations;
- c. The terms of the Grant Agreement and its Attachments.
- d. The terms of the Grantee's application as accepted by the State.
- e. The terms of the Grant Announcement.

#### ATTACHMENT A

#### SCOPE OF WORK

In the event of conflict between Grantee's application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

#### 1. Scope of Work:

Renovation and expansion of the existing public library and installation of high-speed internet and digital connectivity equipment that enables work, education, and health monitoring, including the following:

- Renovation of the existing library and lower level (each level approximately 6,675 square feet in size); and expansion of the library by approximately 7,250 square feet, for a total of approximately 20,570 square feet, to include spaces designated for approximately 2 large multi-purpose community spaces, 2 telemedicine rooms, 3 small study rooms, and 2 mid-sized meeting rooms.
- Construction related demolition and site work
- Installation of broadband/high-speed internet for public use
- Purchase and installation of approximately 11 laptop computers and 1 printer for public use
- Purchase and installation of approximately 2 projectors and 2 screens in the classrooms and/or public community spaces
- Completion of architectural/engineering and grant administration required to complete the project

#### **TIMETABLE**

#### 2. Timetable:

Due Date	Activity
	All documents that are due for submission are to be submitted to Grantee's
	DEHCR Project Representative unless otherwise noted. The reporting shall
	be in the format as described in the reporting forms or implementation
	guidance issued by the Department.
Prior to Construction	Execute Grant Agreement.
and Acquisition	• Establish record keeping system.
	• Establish financial management system.
	• Procure architectural/engineering services, if contracting with third-
	party firm(s) for the services. Maintain executed contract(s) in the FFP
	project file.

	<ul> <li>Procure grant administration services, if contracting with a third-party for the services. Submit executed contract to DEHCR.</li> <li>Enter into an agreement with the subrecipient for the project, if applicable. Maintain the executed subrecipient agreement in the FFP project file.</li> <li>Complete Environmental Report and obtain official approval from DOA-DEHCR Environmental Desk. Submit copy of approval from Environmental Desk to DEHCR Project Representative.</li> <li>Submit "Notice of Acquisition/Relocation to DEHCR" form if any acquisition (including easements) and/or relocation will be required for the FFP Project.</li> <li>Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to Project.</li> <li>Prepare and solicit construction and/or demolition related bids.</li> <li>Submit detailed bid tabulation summary.</li> <li>Submit copy of the advertisement for bids with the publisher's affidavit to DEHCR.</li> <li>Obtain all necessary permits.</li> <li>Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR if a pre-construction meeting was held.</li> <li>Ensure required Project sign is posted at the Project site in accordance with the requirements set forth in the FFP implementation policy materials issued by DEHCR (prior to or within the first week of starting construction).</li> </ul>
January 7, 2025	• Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2024, through December 31, 2024 (reporting Project activities from the Award Date through December 31, 2024), unless notified by DEHCR of another submission date. This reporting is due regardless of the status of the Grant Agreement execution on the due date.
January 15, 2025	<ul> <li>Submit Single Audit Statement for FY2024 to DEHCR. This Statement is due regardless of the status of the Grant Agreement execution on the due date.</li> <li>Proceed with arranging for Single Audit for FY2024 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2025, whichever date is <i>earlier</i>).</li> </ul>
April 7, 2025	• Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2025, through March 31, 2025, unless notified by DEHCR of another submission date.

	• Submit updated Sustainability Plan (for 5-Year Period following Project completion).
July 1, 2025	Begin Construction.
July 7, 2025	• Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2025, through June 30, 2025, unless notified by DEHCR of another submission date.
September 30, 2025	• Complete Single Audit and submit Single Audit Report for FY2024 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2024 (submit within 30 days of Single Audit completion or September 30, 2025, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.
October 7, 2025	• Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2025, through September 30, 2025, unless notified by DEHCR of another submission date.
January 7, 2026	• Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2025, through December 31, 2025, unless notified by DEHCR of another submission date.
January 15, 2026	<ul> <li>Submit Single Audit Statement for FY2025 to DEHCR.</li> <li>Proceed with arranging for Single Audit for FY2025 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2026, whichever date is <i>earlier</i>).</li> </ul>
April 7, 2026	• Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2026, through March 31, 2026, unless notified by DEHCR of another submission date.
July 7, 2026	• Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2026, through June 30, 2026, unless notified by DEHCR of another submission date.
September 30, 2026	<ul> <li>Complete all Construction Activities.</li> <li>End of Construction Period. <i>No construction expenses incurred after this date.</i></li> <li>Complete Single Audit and submit Single Audit Report for FY2025 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2025 (submit within 30 days of Single Audit completion or September 30, 2026, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.</li> </ul>

October 7, 2026 October 31, 2026	<ul> <li>Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2026, through September 30, 2026, unless notified by DEHCR of another submission date.</li> <li>Submit Final FFP Payment Request and supporting documents.</li> <li>Submit Project Completion Report and supporting documents for the period of October 1, 2026, through October 31, 2026.</li> </ul>
Within 30 Days of Receipt of Final FFP Payment	<ul> <li>Submit Financial Certification of Completion and supporting documentation.</li> </ul>
January 7, 2027	Submit Final Program Income Report.
January 15, 2027	<ul> <li>Submit Single Audit Statement for FY2026 to DEHCR.</li> <li>Proceed with arranging for Single Audit for FY2026 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2027, whichever date is <i>earlier</i>).</li> </ul>
September 30, 2027	• Complete Single Audit and submit Single Audit Report for FY2026 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2026 (submit within 30 days of Single Audit completion or September 30, 2027, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.

# ATTACHMENT B

# **BUDGET**

In the event of conflict between the Grantee's application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

Project	Grant Award	Grantee Match	Total
		Amount	
Dodgeville Public Library	\$4,250,000.00	\$4,701,282.00	\$8,951,282.00
Renovation and Expansion			
Project			

# **Grantee Match:**

No minimum amount of match funding is required for the Grantee to receive the full Grant Award. Grantee costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee match.

# **Engineering/Architectural Costs:**

Eligible engineering/architectural costs for the purposes of this Agreement to be paid with the Grant Award shall not exceed the amount designated on the FFP Payment Request form. Any engineering/architectural costs exceeding the designated amount shall be borne by the Grantee.

## Administrative Costs:

Eligible administration costs for the purposes of this Agreement to be paid with the Grant Award shall not exceed the amount designated on the FFP Payment Request form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

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# ATTACHMENT C

### SOURCE OF FUNDS

**Program Name:** The United States Government, through the American Rescue Plan Act of 2021, has established the Capital Projects Fund through the U.S. Department of Treasury, and has awarded funds the State of Wisconsin to implementation of the Flexible Facilities Program, subject to certain conditions.

**CFDA #:** The CFDA Number for the FFP is 21.029.

## Federal Award Identification Number (FAIN): CPFFN0201

Federal Award Date: October 6, 2022

Total Amount of the Federal Award: \$189,354,516.00

### Amount of Federal Funds Obligated by this Award: (Budget Amount)

### **Funding Source:**

The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the U.S. Department of Treasury.

### The contact information for the federal awarding official is:

U.S. Department of Treasury Office of Recovery Programs 1500 Pennsylvania Avenue, NW Washington, DC 20220

Phone: (844) 529-9527 Email: CapitalProjectsFund@treasury.gov

### The contact information for the pass-thru agency official is:

David Pawlisch, Division Administrator

Department of Administration Division of Energy, Housing & Community Resources 101 E. Wilson Street Madison, WI 53707

Phone: (608) 261-7538 David.Pawlisch@wisconsin.gov

# ATTACHMENT D

# METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

## **FFP Funds:**

FFP funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement must be received by the Department as set forth in the Timetable in Attachment A.

<u>10% of the total grant award, up to a maximum of \$25,000.00</u>, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project completion documentation. The Department must approve the Project Completion Report for the Project to be considered complete.

Upon receipt by the Department of all required documents, Grantee may request Grant Award funds under this Agreement. The Grantee must comply with the payment request requirements issued by the Department, including as described in the Program Implementation Handbook. Invoices that the Grantee incurs do not have to be paid before the Department disburses grant funds to the grantee. Grantee may submit invoices as supporting documentation with the submission of grant payment requests/drawdowns and the Department will pay the grantee so they can pay the invoice.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

## **Project Funds:**

Project funds will be disbursed pursuant to the Budget described in Attachment B. The Grantee is responsible for requesting all payments in accordance with requirements issued by the Department, including as described in the Department's Program Implementation Handbook.

### **Administrative Funds:**

FFP administrative funds are to be disbursed pursuant to the Budget described in Attachment B and according to the requirements issued by the Department, including as described in the Department's Program Implementation Handbook.

## Matching Funds:

Grantee costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement shall not be reported as Grantee match.

## ATTACHMENT E

### **REPORTING REQUIREMENTS**

The Grantee agrees to follow the reporting procedures of the Department as specified in this Agreement, any published Program Implementation policy materials, and any subsequent revisions, which include but not limited to:

## **Reporting format:**

The reporting shall be in the format as described in the reporting forms issued by the Department.

## **Quarterly Reporting:**

Quarterly Reports for the reporting periods of January 1<sup>st</sup> through March 31<sup>st</sup>, April 1<sup>st</sup> through June 30<sup>th</sup>, July 1<sup>st</sup> through September 30<sup>th</sup> and October 1<sup>st</sup> through December 31<sup>st</sup> shall be submitted during the Performance Period and are due per the Timetable in Attachment A. Reporting must be in the format specified in the implementation policy materials and FFP Quarterly Report form issued by the Department.

## **Single Audit Reporting:**

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and thereafter until this Agreement has been closed out, and is due per the Timetable in Attachment A. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted in accordance with the Timetable in Attachment A.

## Labor Standards Reporting:

Grantees are subject to the Contract Work Hours and Safety Standards Act (CWHSSA), Fair Labor Standards Act (FLSA), and fair labor practices and must provide documents upon request for monitoring and must report contracting activities in accordance with the requirements in the implementation policy materials and FFP Quarterly Report Form issued by the Department.

## **Equal Opportunity Reporting:**

Grantee shall submit equal opportunity data reporting in accordance with the requirements in the implementation policy materials and FFP Quarterly Report Form issued by the Department.

## **Project Completion Report:**

The "Project Completion Report" and supporting documents must be submitted no later than 31 days after the Construction End Date as listed in the Timetable in Attachment A. The report shall be in the format specified in the implementation materials and Program Completion Report Form issued by the Department. It will require, at minimum, a summary of Program performance compared to Program goals and use of Program Income.

## **Financial Certification of Completion:**

The Financial Certification of Completion and supporting documents must be submitted no later than thirty (30) days after the Grantee receives the final FFP payment, in the format specified in the implementation policy materials and Financial Certification of Completion Form issued by the Department.

## **Additional Reports and Information:**

The Department reserves the right to amend and/or require additional information or reports as needed.

### ATTACHMENT F

#### **ADDITIONAL FLEXIBLE FACILITES PROGRAM RULES**

The Grantee shall comply with the additional program rules as follows:

### 1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow all policies and procedures of the Department including, but not limited to those outlined in the Grant Announcement, the implementation policy materials issued by the Department.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the Flexible Facilities Program and agrees to follow any such additions or revisions to its policies and procedures.

## 2. AMENDMENT

Amendment requests by Grantee should be made to the Department in writing. The Grantee understands that the Department will not entertain a request for an amendment within thirty (30) days of the end of this Agreement.

#### 3. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer this Agreement and the activities and requirements arising therefrom. All records pertaining to this Agreement shall be kept at the Grantee's official place of business or at the office of the Grantee's administrator of this Agreement during the Performance Period. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official place of business. All executed contracts for the administration of this Agreement must be submitted to the Department.

### 4. MONITORING

The Grantee will be monitored by the Department at least once during the Performance Period of this Agreement. Grantees may undergo monitoring on-site at the Grantee's office or the Grantee will be asked to submit documentation to the Department for a desk monitoring session.

### 5. ENVIRONMENTAL PROTECTION

The Grantee is subject to environmental compliance requirements as outlined in this Agreement. Grantee shall also comply with the requirements set forth in the FFP Environmental Report Template and FFP implementation policy materials issued by the Department.

# 6. BROADBAND

As further outlined in Section 21 of Attachment G, Grantee agrees to ensure broadband service, meeting or exceeding 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and scalable to a minimum of 100 Mbps symmetrical for download and upload speeds, is provided to the public at the FFP project site.

### 7. LABOR STANDARDS

The Grantee shall comply with the fair labor practices specified in the Grant Agreement, the Grant Announcement, and implementation policy materials issued by the Department.

### 8. ACQUISITION/RELOCATION

With respect to the acquisition of real property, the Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition (URA) Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 C.F.R. Part 24.
- Comply with the requirements in the Acquisition and Relocation implementation policy materials issued by the Department.
- All proceeds derived from the disposition of real property acquired with FFP funds shall be treated as Program Income as described within this Agreement.

#### 9. PROCUREMENT

Competitive procurement is required unless the purchase or contract qualifies as a micro-purchase under the provisions of 2 C.F.R. Part 200.320(a)(1) or it is approved for non-competitive procurement by the Department under the provisions of 2 C.F.R. Part 200.320(c). Non-competitive/sole source procurement requests for purchasing and/or contracting (other than micro-purchases) will be reviewed by the Department on a case-by-case basis. Grantees may complete and submit a request form following the procedure as laid out in the Program Implementation Handbook to make a request for non-competitive procurement of professional services.

Construction activities and equipment/material/supply purchases and installation must be completed no later than September 30, 2026. Grant administration and other professional services for the project (direct costs, not indirect costs) may be eligible depending upon the timing of when the costs were incurred, the amount of costs (limits apply to grant administration), and compliance with Program procurement and contracting requirements.

#### **10. LOBBYING**

The Grantee shall comply with Public Law 104-65 Lobbying Disclosure Act by maintaining signed copies of a 'Lobbying Certification', and 'Disclosure of Lobbying Activities,' if applicable, for all applicable contractors, using the forms issued by the Department. Grantee shall also comply with the lobbying requirements outlined in Attachment G.

#### **11. PROGRAM INCOME**

"Program Income" means gross income received by the Grantee directly generated from the use of the Grant Award including, but not limited to, the following:

- a. repayments of funds that had been previously provided to eligible beneficiaries;
- b. interest earned on any or all Grant Award funds obtained from the Department;

c. proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the FFP and U.S. Department of Treasury Capital Projects Fund. Program Income must be reported to the State on a quarterly basis using the quarterly reporting form issued by the Department through December 31, 2026.

## **12. FIVE-YEAR SUSTAINABILITY REQUIREMENT**

The Grantee shall maintain and sustain the services and access funded with the Grant Award for at least five years after the completion of the proposed project. This includes use of the building (as outlined in Section 20 of Attachment G).

# ATTACHMENT G

## FEDERAL COMPLIANCE REQUIREMENTS for CAPITAL PROJECTS FUND

Grantee agrees to comply with the requirements of section 604 of the Social Security Act (the Capital Projects Fund Statute), as added by section 9901 of the American Rescue Plan Act of 2021, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations. Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- A. Federal regulations applicable to this award include, without limitation, the following:
  - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - 2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - 4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - 5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - 6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - 7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - 8. Generally applicable environmental laws and regulations, see DEHCR's Environmental Checklist available on the FFP webpage.

In addition, Grantee agrees:

- a. Pursuant to 2 C.F.R. Part 200.323, Grantee represents and warrants that in its performance under the Agreement, Grantee shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- b. If this is a contract or sub-grant in excess of \$150,000, Grantee must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 9. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of Grantee or DOA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Agency should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
- 13. Assurances of Compliance with Civil Rights Requirements.
  - a. As a condition of receipt of federal financial assistance under this MOU, Grantee provides the following assurances with respect to the operation of its Program:
    - i. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
    - ii. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

- Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
- iv. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
- v. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances a-d above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.

b. Grantee shall cooperate with DOA in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements

that may result from these actions. Agency shall comply with information requests, on-site compliance reviews and reporting requirements.

- c. Grantee shall maintain a complaint log and inform DOA so it can inform the Treasury Department of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- d. Grantee must provide documentation of an administrative agency's or court's findings of noncompliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
- e. If the Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that subawardees also comply with Title VI and other applicable authorities covered in this document. Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subawardees.
- 14. Except as otherwise provided under 41 C.F.R. Part 60, Grantee shall include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R., 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" in all contracts financed in whole or in part with the grant award that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3.
- 15. If the amount of the award under this Agreement is greater than \$100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 16. All contracts made by Grantee under a federal award, as applicable must contain the contract provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, Grantee must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.
- 17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. Part 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 18. Domestic Preferences in Procurement. Grantee will provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2 C.F.R. Part 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).
- 19. Federal Interest and Insurance. Grantee agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. Part 200.310, Insurance, 2 C.F.R. Part 200.311, Real Property, 2 C.F.R. Part 200.313, Equipment, 2 C.F.R. Part 200.314 Supplies, 2 C.F.R. Part 200.315, Intangible Property, as applicable, and any other restriction Treasury may impose as a condition to approving the State's Application.
- 20. Use of Buildings. Grantee agrees that any buildings constructed or improved using award funds to jointly and directly enable work, education, and health monitoring will be used for all three of these purposes for a period of at least five years after completion of the construction of or improvement to such a building.
- 21. Labor.

- a. Mechanics & Laborers. Where applicable, all contracts awarded by the Grantee financed in whole or in part with the Grant Award in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- b. Fair Wages. The Grantee must ensure fair wages are paid to workers in the laborer or mechanic job classification for construction. They must be paid wages and benefits in accordance with the FFP requirements. If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement. If the laborer or mechanic is an apprentice, they shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation. If the laborer or mechanic is not a member of a collective bargaining agreement and not an apprentice in Federal or State recognized apprenticeship program, they shall be paid wages and benefits in accordance with whichever is the higher of their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor, or an hourly wage and fringe benefits rate no less than the hourly rate specified in Federal Executive Order 14026 for federally assisted contracts, which is updated annually. The Grantee shall collect and review all contractors' payroll records for the weeks they work on the FFP project, and related fringe benefits documentation, for fair labor practices compliance monitoring, and ensure findings of non-compliance are resolved.

[signature required on next page]

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

Grantee:

City of Dodgeville

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

(Chief Elected Official signature)

Name: Barry Hottmann, Mayor

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

By: \_\_\_\_\_\_(Clerk signature)

Name: Lauree Aulik, Clerk

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