

PUBLIC NOTICE

Common Council Special Meeting

Tuesday, February 25, 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. PRESENTATIONS**
 - Presentation of the City of Dodgeville's preliminary Financial Management Plan by Ehler's Public Finance Advisors

III. NEW BUSINESS

2. Discussion and possible action to approve a grant agreement with the Wisconsin Department of Administration for the Flexible Facilities Program.

IV. ADJOURN

3. 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.



City of Dodgeville, WI 2024 Financial Management Plan Governmental Section

February 25, 2025

Section II. Item #1.



Financial metrics identified in the City's financial policies.

Illustrate

Long-range levy forecast that incorporates General Fund, Library Fund, Capital Improvement and Debt Service. TIF Districts projected cashflows.

Plan

Provides framework for 2026 budget and beyond.

Discuss

Preliminary findings of the plan and provide the City Council an opportunity to make changes prior to drafting and completion of the final report.



S&P (AA-/Stable) Rating 11/16/23 Report Section II. Item #1.

- 1. Modestly improving economy with additional development underway.
 - 2. Finances are steady.
 - 3. Adequate financial management with limited monitoring, no long-term planning.
 - 4. Manageable debt.



See Appendix A for most recent credit report

Could lower rating if budget performance weakens

Could raise the rating if wealth/income are more comparable to higher rated peers.

> Could raise rating if City were to bolster financial management policies and practices.



Financial Policies

Section II. Item #1.

General Fund Balance Debt Management (No Policy)

Investments



Unassigned General Fund Balance Policy

Section II. Item #1.

Unassigned fund balance will be maintained at 15% of General Fund operating expenditures. No policy that addresses excess amounts used for onetime purposes and not ongoing activities. No policy that addresses what must be done to restore the fund balance if it drops below the policy.



Fund Balance

	Category	Description	Controlled by	Examples
	Nonspendable	Not in spendable form	Nature of asset, or legal requirement	Inventories, pre-paid amounts & land
	Restricted	May only be spent for the purpose for which restricted	Creditor or grantors, applicable laws & regulations	Debt service funds, grant funds, impact fees
ρi	Committed	Funds the municipality has committed for a specific purpose	Governing body must act to commit or uncommit funds	A capital project under contract
Unrestricted	Assigned	Funds the municipality intends to use for specific purposes	Governing body or designee	Future capital projects or equipment purchases
S	Unassigned	All other funds not otherwise designated	Governing body or designee	Funds held as working capital and for emergencies



Fund Balance: Uses



Provide working capital & address cash flow needs



Cover unanticipated revenue shortfalls or cost overruns



Pay emergency expenses



Fund future capital projects or equipment purchases



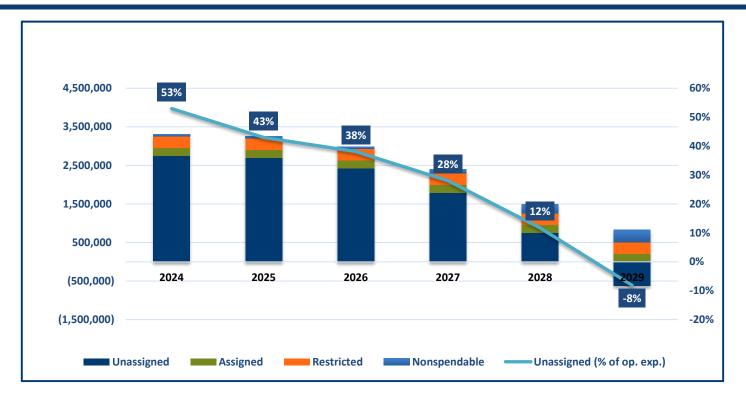
Payoff debt service, debt reduction



Fund limited duration programs or non-recurring expenditures



Unassigned Fund Balance as % of expenditures







Safety - investments will be made seeking to insure that capital losses are avoided.



Legality - Allowed investments include investments as defined by state and local laws.



Liquidity - Investments will be made to provide sufficient liquidity to meet all operating requirements.



Return on Investments - Obtain market rate of return taking into account risk constraints and cash flow.



Authority to Manage & Invest - Delegated to the Clerk Treasurer

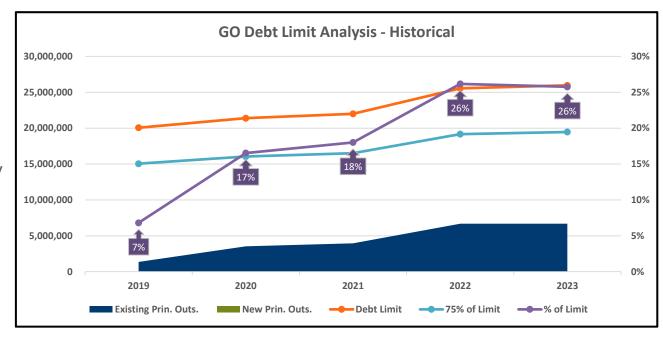


The City currently invests mostly in variable types of accounts which could be improved by utilizing more fixed types of investments.



Debt Capacity

- The City does not currently have a debt management policy.
- Suggested policy = 75% of the statutory debt limit.
- Per State Law, principal outstanding cannot exceed 5% of the City's total equalized value.





Equalized Value Projections – TID OUT

- Used to calculate tax rates
- Minimal growth outside of a Tax Increment District is projected.

II.	Five-Year H	istorical TID OUT Growth by Ca	tegory (Data Per Wis. Dept.	of Revenue - I	Break	down Assumes Sam	e Ratios as	TID IN)		
Vaulation Year	Budget Year	Historical TID OUT Equalized Value	Economic Ch	nange		New Construc	tion		Other & Personal	Property
2020	2021	408,745,700 6.64%	24,316,905	6.34%		2,079,220	0.54%	_	-959,625	-0.25%
2021	2022	440,116,100 7.67%	24,107,440	5.90%		10,963,918	2.68%		-3,700,958	-0.91%
2022	2023	510,008,500 15.88%	65,683,645	14.92%		5,189,734	1.18%		-980,979	-0.22%
2023	2024	513,436,800 0.67%	1,658,397	0.33%		3,761,204	0.74%		-1,991,300	-0.39%
2024	2025	574,096,000 11.81%	63,676,121	12.40%		3,979,585	0.78%		-6,996,506	-1.36%
AVERAGE (CHANGE	8.54%	35,888,501	7.98%		5,194,732	1.18%		-2,925,874	-0.63%
IV.	Projection of	of TID OUT Equalized Value								
Vaulation Year	Budget Year	Projected TID OUT Equalized Value	Economic Ch	nange		New Construc	tion		TID Closure or Adjustmer	
2025	2026	576,966,480 0.50%	0	0.00%		0	0.00%		2,870,480	0.50%

Vaulation	Budget	Projected TID		Economic Ch	ange	New Constru	ction	TID Closure or	
Year	Year	Equalized Va	lue					Adjustme	nt
2025	2026	576,966,480	0.50%	0	0.00%	0	0.00%	2,870,480	0.50%
2026	2027	579,851,312	0.50%	0	0.00%	0	0.00%	2,884,832	0.50%
2027	2028	582,750,569	0.50%	0	0.00%	0	0.00%	2,899,257	0.50%
2028	2029	585,664,322	0.50%	0	0.00%	0	0.00%	2,913,753	0.50%
2029	2030	588,592,643	0.50%	0	0.00%	0	0.00%	2,928,322	0.50%
2030	2031	591,535,607	0.50%	0	0.00%	0	0.00%	2,942,963	0.50%
2031	2032	594,493,285	0.50%	0	0.00%	0	0.00%	2,957,678	0.50%
2032	2033	597,465,751	0.50%	0	0.00%	0	0.00%	2,972,466	0.50%
2033	2034	600,453,080	0.50%	0	0.00%	0	0.00%	2,987,329	0.50%
2034	2035	603,455,345	0.50%	0	0.00%	0	0.00%	3,002,265	0.50%



Equalized Value Projections – TID IN

3.00%

3.00%

3.00%

735,725,369

757,797,130

780,531,044

- Includes all growth inside and outside of the City's TIDs.
- This is important for calculating **Debt Capacity**

2032

2033

2034

2033

2034

2035

l.	Five-Year Historical TID IN Growth by Category		ory (Data Per Wis. Dept. o	f Revenue)							
Vaulation Year	Budget Year	Historical TID IN Value	Equalized	Economic C	Economic Change		New Construction			Other & Personal	Property
2020	2021	427,892,300	6.60%	25,309,600	6.31%		2,164,100	0.54%	•	-998,800	-0.25%
2021	2022	440,173,600	2.87%	9,437,900	2.21%		4,292,300	1.00%		-1,448,900	-0.34%
2022	2023	511,136,200	16.12%	66,689,400	15.15%		5,269,200	1.20%		-996,000	-0.23%
2023	2024	519,200,700	1.58%	3,901,100	0.76%		8,847,600	1.73%		-4,684,200	-0.92%
2024	2025	580,788,400	11.86%	64,650,800	12.45%		4,040,500	0.78%		-7,103,600	-1.37%
AVERAGE C	CHANGE		7.81%	33,997,760	7.38%		4,922,740	1.05%		-3,046,300	-0.62%
v.		Projection of TID IN	l Equalized \	alue							
Vaulation Year	Budget Year	Projected TID IN Value	Equalized	Economic C	nange		New Construc	ction		Manual Adjust	ment
	Ü	Projected TID IN	<u> </u>		0.00%		New Construc	0.00%		Manual Adjust	3.00%
Year	Year	Projected TID IN Value	Equalized	Economic C						•	
Year 2025	Year 2026	Projected TID IN Value 598,212,052	Equalized 3.00%	Economic C	0.00%		0	0.00%		17,423,652	3.00%
Year 2025 2026	Year 2026 2027	Projected TID IN Value 598,212,052 616,158,414	3.00% 3.00%	Economic C	0.00% 0.00%		0	0.00%		17,423,652 17,946,362	3.00% 3.00%
Year 2025 2026 2027	Year 2026 2027 2028	Projected TID IN Value 598,212,052 616,158,414 634,643,166	3.00% 3.00% 3.00%	Economic C	0.00% 0.00% 0.00%		0 0 0	0.00% 0.00% 0.00%		17,423,652 17,946,362 18,484,752	3.00% 3.00% 3.00%
Year 2025 2026 2027 2028	Year 2026 2027 2028 2029	Projected TID IN Value 598,212,052 616,158,414 634,643,166 653,682,461	3.00% 3.00% 3.00% 3.00% 3.00%	Economic Cl	0.00% 0.00% 0.00% 0.00%		0 0 0 0	0.00% 0.00% 0.00% 0.00%		17,423,652 17,946,362 18,484,752 19,039,295	3.00% 3.00% 3.00% 3.00%

0.00%

0.00%

0.00%

0.00%

0.00%

0.00%



3.00%

3.00%

3.00%

21,428,894

22,071,761

22,733,914

General Fund Revenue Projections

2024 Added \$235K in Shared Revenue.
No significant increase in 2025.

All other non-levy revenue sources remain flat.

Transportation aid revenue increased approx. \$43K in 2024. No significant increase in 2025.

Interest earnings have increased due to higher rates.

Model shows increases to the levy limit as an increase to the General Fund levy. All other levy funded funds levy are shown as no change.



Section II. Item #1.

General Fund Expenditure Methodology

		GENERAL CODES
CODE	DEFINITION	EXPLANATION
Z	Zero	Sets the value in all five years of the forecast period to zero.
L	Last	Sets the value in all five years of the forecast period to the value in the most recent budget or actual column.
5YRAV	Average	Sets the value in all five years of the forecast period to the average of the prior five year's values.
ACTUAL AV	Average	Sets the value in all five years of the forecast period to the average of the prior three year actual results values.
Т	Trend	Sets the value to trend year over year

			EXPENDITURE CODES
CODE	DEFINITION	INCREASE	EXPLANATION
С	Commodities	3.00%	Fuel & Mileage, Office Supplies, Operating Supplies, Utilities, Uniforms, Office Furniture & Equipment
E	Employee Insurance	14.00%	Health, Dental & Life Insurance, Post Employment Health Plan, Long Term Disability
I	Insurance	3.00%	Property & Liability
S	Services	3.00%	Advertising & Printing, Communications, Contractual Services, Dues & Memberships, Janitorial Services, Maintenance Agreements, Meetings & Training, Professional Services, Publications & Subscriptions, Repairs & Maintenance
W	Wages	3.00%	Regular & Seasonal Wages, Overtime, Holiday & Misc. Compensation, Longevity, Premium Pay, Social Security, Retirement, Unemployment Compensation



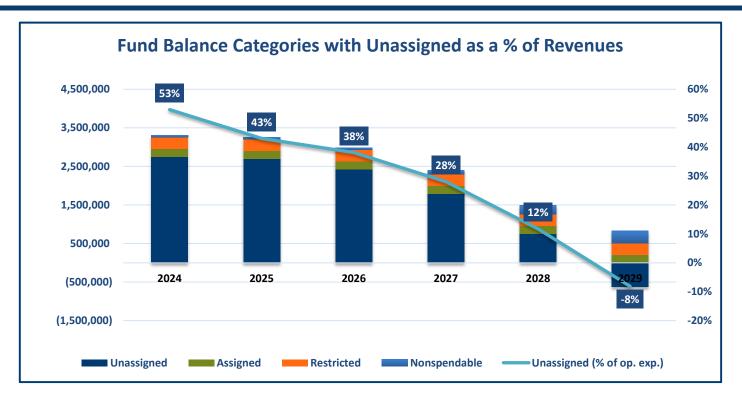
General Fund Summary

 Model illustrates impact of levy increases tied to projected net new construction (0.50%). (Defined as new development less demolition as reported by the assessor annually)

REVENUES Property Taxes 2,234,787 2,692,298 2,779,783 2,786,553 2,814,209 2.8 Other Taxes 94,500 138,00 138,00 20,000 20,100 20,112,000 20,112		2024	2025	2026	2027	2028	2029
Property Taxes		PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Other Taxes	REVENUES						
Intergovernmental 1,256,038	Property Taxes	2,234,787	2,692,298	2,779,783	2,796,953	2,814,209	2,831,551
Licenses and Permits 143,333 108,175 108,175 108,175 108,175 108,175 108,175 108,175 108,175 108,175 118, 17	Other Taxes	94,500	134,500	134,500	134,500	134,500	134,500
Fines, Forfeits, and Penalties	Intergovernmental	1,256,038	1,383,203	1,383,203	1,383,203	1,383,203	1,383,203
Public Charges for Services 502,536 281,720 281,	Licenses and Permits	143,383	108,175	108,175	108,175	108,175	108,175
Intergovernmental Charges for Services 588,940 597,440 597	Fines, Forfeits, and Penalties	21,000	20,000	20,000	20,000	20,000	20,000
Interest Income 125,000 125,000 125,000 125,000 125,000 125,000 135,000 136,00	Public Charges for Services	502,536	281,720	281,720	281,720	281,720	281,720
Miscellaneous Income 38,467 738,000 190,000 190,000 190,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 100,000 130,000 3,04,628 3,541,968 1,541,968 1,598,875 1,6 200,000 3,000,000 3,	Intergovernmental Charges for Services	588,940	597,440	597,440	597,440	597,440	597,44
Description 189,491 190,000	Interest Income	125,000	125,000	125,000	125,000	125,000	125,00
TOTAL REVENUES 5,194,142 6,270,336 6,357,821 6,374,991 6,392,247 6,4 EXPENDITURES General Government 672,337 1,436,695 1,487,988 1,541,968 1,598,875 1,6 Public Safety 2,591,133 2,973,238 3,104,062 3,244,638 3,396,075 3,5 Public Works 654,940 740,150 802,318 871,945 950,039 1,0 Sanitation 273,710 273,900 298,084 325,228 355,735 3 Health and human services 110,000 119,710 124,842 130,345 136,258 1 Culture, Recreation and Education 418,952 492,210 511,608 532,237 554,224 55 Conservation and Development 154,347 229,350 236,808 244,571 252,658 22 Conservation and Development 43,225 60,000 61,800 63,654 65,564 17 1 27 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Miscellaneous Income	38,467	738,000	738,000	738,000	738,000	738,00
Septembritures Sept	Other Financing Sources	189,491	190,000	190,000	190,000	190,000	190,00
General Government 672,337 1,436,695 1,487,988 1,541,968 1,598,875 1,6 Public Safety 2,591,133 2,973,238 3,104,062 3,244,638 3,396,075 3,5 Public Works 654,940 740,150 802,318 871,945 950,039 1,0 Sanitation 273,710 273,900 298,084 325,228 355,735 3 Health and human services 110,000 119,710 124,842 130,345 136,258 1 Culture, Recreation and Education 418,952 492,210 511,608 532,237 554,224 5 Conservation and Development 154,347 229,350 236,808 244,571 252,658 2 Constrain and Development 4,943,472 29,950 236,808 244,571 252,658 2 Constrainting 4,918,644 6,325,253 6,627,510 6,954,586 7,309,428 7,6 TOTAL EXPENDITURES 4,918,644 6,325,253 6,627,510 6,954,586 7,309,428 7,6	TOTAL REVENUES	5,194,142	6,270,336	6,357,821	6,374,991	6,392,247	6,409,58
Public Safety 2,591,133 2,973,238 3,104,062 3,244,638 3,396,075 3,5 Public Works 654,940 740,150 802,318 871,945 950,039 1,0 Sanitation 273,710 273,900 298,084 325,228 355,735 3 Health and human services 110,000 119,710 124,842 130,345 136,258 1 Culture, Recreation and Education 418,952 492,210 511,608 532,237 554,224 5 Conservation and Development 154,347 229,350 236,808 244,571 252,658 2 Capital outlay 43,225 60,000 61,800 63,554 65,564 Transfers Out - - - - - - - TOTAL EXPENDITURES 4,918,644 6,325,253 6,627,510 6,954,586 7,309,428 7,6 Percentage change -9.93% 28.60% 4.78% 4.94% 5.10% FUND BALANCE	EXPENDITURES						
Public Works 654,940	General Government	672,337	1,436,695	1,487,988	1,541,968	1,598,875	1,658,97
Sanitation 273,710 273,700 298,084 325,228 355,735 3 Health and human services 110,000 119,710 124,842 130,345 136,258 1 Culture, Recreation and Education 418,952 492,210 511,608 532,237 554,224 5 Conservation and Development 154,347 229,350 236,808 244,571 252,658 2 Capital outlay 43,225 60,000 61,800 63,654 65,564 65,564 Transfers Out -	Public Safety	2,591,133	2,973,238	3,104,062	3,244,638	3,396,075	3,559,62
Health and human services	Public Works	654,940	740,150	802,318	871,945	950,039	1,037,74
Culture, Recreation and Education 418,952 492,210 511,608 532,237 554,224 550 Conservation and Development 154,347 229,350 236,808 244,571 252,658 224 154,347 229,350 236,808 244,571 252,658 24 154,347 229,350 61,800 63,654 65,564 154,347	Sanitation	273,710	273,900	298,084	325,228	355,735	390,06
Conservation and Development 154,347 229,350 236,808 244,571 252,658 22 236,100 236,808 244,571 252,658 236,100 236,808 244,571 252,658 236,100 236,604	Health and human services	110,000	119,710	124,842	130,345	136,258	142,62
Capital outlay 43,225 60,000 61,800 63,654 65,664 Transfers Out - <	Culture, Recreation and Education	418,952	492,210	511,608	532,237	554,224	577,71
Transfers Out TOTAL EXPENDITURES 4,918,644 6,325,253 6,627,510 6,954,586 7,309,428 7,6 Percentage change -9,93% 28.60% 4.78% 4.94% 5.10% Net Change 275,498 (54,917) (269,689) (579,595) (917,181) (1,28 FUND BALANCE Beginning Fund Balance 3,034,192 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 20 COMPONENTS OF FUND BALANCE Nonspendable 50,000 50,000 50,000 50,000 107,923 226,512 3 Restricted 310,475 310,4	Conservation and Development	154,347	229,350	236,808	244,571	252,658	261,09
TOTAL EXPENDITURES	Capital outlay	43,225	60,000	61,800	63,654	65,564	67,53
Percentage change -9.93% 28.60% 4.78% 4.94% 5.10% Net Change 275,498 (54,917) (269,689) (579,595) (917,181) (1,28 FUND BALANCE Beginning Fund Balance 3,034,192 3,309,690 3,254,773 2,985,084 2,405,489 1,48 Year End Balance 3,030,690 3,254,773 2,985,084 2,405,489 1,48 COMPONENTS OF FUND BALANCE 8 8 2,405,489 1,48 2,405,489 1,48 Restricted 310,475	Transfers Out	-	-	-	-	-	
Net Change 275,498 (54,917) (269,689) (579,595) (917,181) (1,28 FUND BALANCE Beginning Fund Balance 3,034,192 3,309,690 3,254,773 2,985,084 2,405,489 1,48 Year End Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 20 COMPONENTS OF FUND BALANCE Nonspendable 50,000 50,000 50,000 107,923 226,512 3 Restricted 310,475 32,474,015 32,424,609 1,787,091 751,321 (6 6 6 749,215 2,694,298 2,424,609 1,787,091 751,321 (6 6 740,215 2,985,0	TOTAL EXPENDITURES	4,918,644	6,325,253	6,627,510	6,954,586	7,309,428	7,695,38
FUND BALANCE Beginning Fund Balance 3,034,192 3,309,690 3,254,773 2,985,084 2,405,489 1,48 Year End Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 24 COMPONENTS OF FUND BALANCE Nonspendable 50,000 50,000 50,000 107,923 226,512 3 Restricted 310,475 310,475 310,475 310,475 310,475 310,475 310,475 310,475 310,475 310,475 32,200,000 200,000	Percentage change	-9.93%	28.60%	4.78%	4.94%	5.10%	5.28
Beginning Fund Balance 3,034,192 3,396,900 3,254,773 2,985,084 2,405,489 1,44 Year End Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 24 COMPONENTS OF FUND BALANCE Nonspendable 50,000 50,000 50,000 107,923 226,512 3 Restricted 310,475 310,47	Net Change	275,498	(54,917)	(269,689)	(579,595)	(917,181)	(1,285,796
Year End Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 20 COMPONENTS OF FUND BALANCE Nonspendable 50,000 50,000 50,000 107,923 226,512 3 Restricted 310,475 310,475 310,475 310,475 310,475 310,475 310,475 310,475 320,000 200,000 <	FUND BALANCE						
COMPONENTS OF FUND BALANCE Nonspendable 50,000 50,000 50,000 107,923 226,512 3 Restricted 310,475 310,475 310,475 310,475 310,475 3 Assigned 200,000	Beginning Fund Balance	3,034,192	3,309,690	3,254,773	2,985,084	2,405,489	1,488,308
Nonspendable 50,000 50,000 50,000 107,923 226,512 3 Restricted 310,475 310,475 310,475 310,475 310,475 310,475 3 Assigned 200,000 200,000 200,000 200,000 200,000 200,000 200,000 200,000 2 Unassigned 2,749,215 2,694,298 2,424,609 1,787,091 751,321 (6 Total Fund Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 2 Unassigned fund balance as a % of operating expenditures (Policy = 15%) 53% 43% 38% 28% 12% 15% is the equivalent of this much each year 779,121 940,550 953,673 956,249 958,837 9	Year End Balance	3,309,690	3,254,773	2,985,084	2,405,489	1,488,308	202,512
Restricted 310,475	COMPONENTS OF FUND BALANCE					'	
Assigned 200,000 200,000 200,000 200,000 200,000 2 Unassigned 2,749,215 2,694,298 2,424,609 1,787,091 751,321 (6 Total Fund Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 2 Unassigned fund balance as a % of operating expenditures (Policy = 15%) 53% 43% 38% 28% 12% 15% is the equivalent of this much each year 779,121 940,550 953,673 956,249 958,837 9	Nonspendable	50,000	50,000	50,000	107,923	226,512	318,59
Unassigned 2,749,215 2,694,298 2,424,609 1,787,091 751,321 (6 Total Fund Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 2 Unassigned fund balance as a % of operating expenditures (Policy = 15%) 53% 43% 38% 28% 12% 15% is the equivalent of this much each year 779,121 940,550 953,673 956,249 958,837 9	Restricted	310,475	310,475	310,475	310,475	310,475	310,47
Total Fund Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 2 Unassigned fund balance as a % of operating expenditures (Policy = 15%) 53% 43% 38% 28% 12% 15% is the equivalent of this much each year 779,121 940,550 953,673 956,249 958,837 9	Assigned	200,000	200,000	200,000	200,000	200,000	200,00
Total Fund Balance 3,309,690 3,254,773 2,985,084 2,405,489 1,488,308 2 Unassigned fund balance as a % of operating expenditures (Policy = 15%) 53% 43% 38% 28% 12% 15% is the equivalent of this much each year 779,121 940,550 953,673 956,249 958,837 9							(626,55
expenditures (Policy = 15%) 53% 43% 38% 28% 12% 15% is the equivalent of this much each year 779,121 940,550 953,673 956,249 958,837 9	· · · · · ·						202,51
expenditures (Policy = 15%) 53% 43% 38% 28% 12% 15% is the equivalent of this much each year 779,121 940,550 953,673 956,249 958,837 9	Unassigned fund balance as a % of operating						
15% is the equivalent of this much each year 779,121 940,550 953,673 956,249 958,837 9		53%	43%	38%	28%	12%	-8
· · · · · · · · · · · · · · · · · · ·							961,43
Percentage change in levy -7.99% 20.47% 3.25% 0.62% 0.62%	<u> </u>	-7 90%	20.47%	3 25%		0.62%	0.62



General Fund Summary





Operating Fund Observations

- In 2024, the State Legislature provided municipalities with an increase in Shared Revenue, which was a short run fix. The levy limit formula needs to be changed to help municipalities in the future. The City may experience deficits as soon as 2026 unless it can adjust the budget to cover City services.
- Alternative revenues could be considered. Options are listed starting on slide 38.
- Evaluating expenditure budgets and services provided may be necessary unless a successful levy limit referendum can be accomplished.



Operating Fund Observations

- The fund balance policy calls for maintaining a reserve of at least 15% of total General Fund operating expenditures (excluding other financing uses). We recommend increasing the reserve to at least 20% to 25%.
- The fund balance policy should be expanded to dictate what should be done if the fund balance falls below the minimum fund balance policy, as well as how fund balance in excess of the minimum fund balance can be used.



Capital/Debt Planning

Section II. Item #1.

• This section demonstrates the impact of financing the City's current capital improvement plan (CIP).



Section II. Item #1.

Capital/Debt Planning (Base Case)

						Existi	ng Debt						
Year	Total G.O. Debt	G.O. Debt	Less:	Less:	Less:	Less:	Less:	Less:		Equalized Value	Tax Rate	Annual Taxes \$250,000	Year
Ending	Payments	Expense	Water	Sewer	TID 2	TID 3	Misc.	Interest Income	Net Tax Levy	(TID OUT)	Per \$1,000	Home	Ending
2024	581,858	400	(70,135)	(52,117)	(37,580)	(106,831)	(30,072)	(1,000)	284,523	513,436,800	\$0.55	\$138.54	2024
2025	516,553	400	(50,052)	(50,052)		(105,944)		(1,000)	309,905	576,966,480	\$0.54	\$134.28	2025
2026	565,061	400	(50,052)	(50,052)		(154,856)		(1,000)	309,501	579,851,312	\$0.53	\$133.44	2026
2027	672,504	400	(50,052)	(50,052)		(290,494)		(1,000)	281,306	582,750,569	\$0.48	\$120.68	2027
2028	645,386	400	(50,052)	(50,052)		(318,681)		(1,000)	226,000	585,664,322	\$0.39	\$96.47	2028
2029	637,698	400	(50,052)	(50,052)		(310,994)		(1,000)	226,000	588,592,643	\$0.38	\$95.99	2029
2030	639,911	400	(50,052)	(50,052)		(313,206)		(1,000)	226,000	591,535,607	\$0.38	\$95.51	2030
2031	641,923	400	(50,052)	(50,052)		(315,219)		(1,000)	226,000	594,493,285	\$0.38	\$95.04	2031
2032	638,776	400	(50,052)	(50,052)		(312,081)		(1,000)	225,991	597,465,751	\$0.38	\$94.56	2032
2033	560,404	400	(50,052)	(50,052)		(308,844)		(1,000)	150,856	600,453,080	\$0.25	\$62.81	2033
2034	305,913		0	0		(305,913)			0	603,455,345	\$0.00	\$0.00	2034
2035	308,238					(308,238)			0	606,472,622	\$0.00	\$0.00	2035
2036	305,413					(305,413)			0	609,504,985	\$0.00	\$0.00	2036
2037	302,469					(302,469)			0	612,552,510	\$0.00	\$0.00	2037
2038	206,281					(206,281)			0	615,615,273	\$0.00	\$0.00	2038
2039	211,819					(211,819)			0	618,693,349	\$0.00	\$0.00	2039
2040	217,138					(217,138)			0	621,786,816	\$0.00	\$0.00	2040
2041	207,369					(207,369)			0	624,895,750	\$0.00	\$0.00	2041
Total	8,164,712	4,000	(520,604)	(502,585)	(37,580)	#######	(30,072)		2,466,083				Total

Notes:

Legend

Represents +/- 25% Change over previous year



Capital Improvement Plan (CIP)

Ambulance FMS General Chigation Notes G.O. Debt 420,000 437,000	Projects	Duran and /Danet	Plan Issue	Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
Window Replacement		Purpose/Dept.				2026	2021		2029	2030		2032	2033		
Pager Replacement								430,000			437,000			445,000	
Page Replacement															
Rascur Task Force Updates Ambulance / EMS Announce / EMS None Funds on Hand 13,979					9,000	40.000									
Training Equipment Updates Arnbulance (EMS None Funds on Hand 13,379					20,000	10,000									
Ambulance EMS															
Dishonner Equipment Replacement															
Fire General Obligation Notes G.O. Debt Comment Comment					12,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
Server Replacement						50,000	50,000	50,000		50,000	50,000	50,000	50,000	50,000	
Express Vate Equipment - Elections									240,000	40.000					
Clerk Finance Admin Clerk Fine Fine Clerk Fine Clerk Fine Fine Clerk Fine Clerk Fine Fine Clerk Fine Fine Clerk Fine Clerk Fine Fine Clerk Fine Fine Clerk Fine Clerk Fine Fine Clerk Fine Fine Clerk Fine Fine Clerk Fine Fine Fine Clerk Fine Fine Fine Clerk Fine Fine Fine Clerk Fine Fine Fine Fin					7,000					10,000					
Engine 1 Rehab (Approved in 2024 Budget) Fire					7,900				40.000						
Door & Floor Replacement					40.000				12,000						
Blacktop Repair/Replacement Fire General Obligation Notes G.O. Debt 15,000															
New Storage Building															
Training Tower Construction					15,000	CO 000									
Training Tower Construction															
Refurbish/Replace Tender 9															
Ladder Truck (Full replacement cost) Fire General Obligation Notes G.O. Debt															
Replace Expiring SCBA bottles						160,000									
Station Maintenance & Efficiency Upgrades Fire General Obligation Notes G.O. Debt Dunsh 4 Replacement Fire 2033 G.O. Notes G.O. Debt Dunsh 4 Replacement Fire 2033 G.O. Notes G.O. Debt Dunsh 4 Replacement Fire 2033 G.O. Notes G.O. Debt Dunsh 4 Replacement Dunsh 4 Replaceme										2,000,000					
Brush 4 Replacement															
Library Rennovation Library None Grants/Aids 3,825,000 425,000							20,000								
Library Rennovation Library None Donations 1,000,000 1,000,000 1,000,000 1,000,000 1,000,000 1,000,000 1,000,000 1,000,000 1,0													50,000		
Library Rennovation Library General Obligation Notes G.O. Debt 3,700,000 9,700,000 9,700,000 9,000		Library	None			425,000									
Parks / Nower		Library													1,000,000
Ley Pavillion Maintenance Parks / Recreation General Obligation Notes G.O. Debt 1,000,000 2,000,000 <td>Library Rennovation</td> <td>Library</td> <td>General Obligation Notes</td> <td>G.O. Debt</td> <td>3,700,000</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>3,700,000</td>	Library Rennovation	Library	General Obligation Notes	G.O. Debt	3,700,000										3,700,000
Ley Paxillion Maintenance Parks / Recreation None Funds on Hand 420,000 420,000 Parks / Recreation General Obligation Notes G.O. Debt 60,000 60,000 50,000 New Shelter at Harris Park Parks / Recreation General Obligation Notes 6.O. Debt 50,000 50,000 Harris Park Trail Resurface Parks / Recreation 2034 G.O. Notes G.O. Debt 12,000 <	Parks Mower	Parks / Recreation	General Obligation Notes		16,000				18,000		19,000		20,000		90,000
Parks Truck Parks / Recreation General Obligation Notes G.O. Debt 60,000 New Shelter at Harris Park Parks / Recreation General Obligation Notes G.O. Debt 50,000 Harris Park Trail Resurface Parks / Recreation 2034 G.O. Notes G.O. Debt 12,000 Wilson Park Batting Cages Parks / Recreation None Grants/Aids 25,000 Cemetery Road Paving Parks / Recreation General Obligation Notes G.O. Debt 65,000 70,000 70,000 70,000 340,000 Cemetery Mower Parks / Recreation General Obligation Notes G.O. Debt 7,500 8,000 8,500 9,000 9,500 42,500 Recreation Gator Parks / Recreation General Obligation Notes G.O. Debt 75,000 75,0	Ley Pavillion Maintenance	Parks / Recreation	General Obligation Notes	G.O. Debt			1,000,000						1,000,000		2,000,000
New Shelter at Harris Park							420,000								
Harris Park Trail Resurface	Parks Truck	Parks / Recreation	General Obligation Notes	G.O. Debt				60,000							60,000
Wilson Park Batting Cages Parks / Recreation None Grants/Aids 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 26,000 26,000 70,000 70,000 70,000 70,000 340,000 340,000 26,000 26,000 8,500 8,500 9,000 9,500 42,500 42,500 26,000 75,000 75,000 75,000 75,000 75,000 75,000 76,000 <th< td=""><td>New Shelter at Harris Park</td><td>Parks / Recreation</td><td>General Obligation Notes</td><td>G.O. Debt</td><td></td><td></td><td>50,000</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>50,000</td></th<>	New Shelter at Harris Park	Parks / Recreation	General Obligation Notes	G.O. Debt			50,000								50,000
Cemetery Road Paving Parks / Recreation General Obligation Notes G.O. Debt 65,000 70,000 70,000 70,000 70,000 340,000 Cemetery Mower Parks / Recreation General Obligation Notes G.O. Debt 7,500 8,000 8,500 9,000 9,000 9,500 42,500 Cemetery Truck Parks / Recreation General Obligation Notes G.O. Debt 75,000 75,000 Recreation Gator Parks / Recreation General Obligation Notes G.O. Debt 10,000 10,000 10,000	Harris Park Trail Resurface	Parks / Recreation	2034 G.O. Notes											12,000	12,000
Cemetery Mower Parks / Recreation General Obligation Notes G.O. Debt 7,500 8,000 8,500 9,000 9,500 42,500 Cemetery Truck Parks / Recreation General Obligation Notes G.O. Debt 75,000 75,000 75,000 Recreation Gator Parks / Recreation General Obligation Notes G.O. Debt 10,000 10,000 10,000	Wilson Park Batting Cages	Parks / Recreation	None	Grants/Aids	25,000										25,000
Cemetery Truck Parks / Recreation General Obligation Notes G.O. Debt 75,000 75,000 Recreation Gator Parks / Recreation General Obligation Notes G.O. Debt 10,000 10,000 20,000	Cemetery Road Paving	Parks / Recreation	General Obligation Notes	G.O. Debt	65,000	65,000	70,000	70,000	70,000						340,000
Recreation Gator Parks / Recreation General Obligation Notes G.O. Debt 10,000 10,000 20,000	Cemetery Mower	Parks / Recreation	General Obligation Notes	G.O. Debt	7,500		8,000		8,500		9,000		9,500		42,500
	Cemetery Truck	Parks / Recreation	General Obligation Notes	G.O. Debt						75,000					75,000
	Recreation Gator	Parks / Recreation	General Obligation Notes	G.O. Debt		10,000	10,000								20,000
Dog Park Parks / Recreation INone IGrants/Aids 30,000	Dog Park	Parks / Recreation	None	Grants/Aids	30.000										30,000
Pool Heater Parks / Recreation 2034 G.O. Notes G.O. Debt 40,000 40,000		Parks / Recreation	2034 G.O. Notes	G.O. Debt										40.000	40,000
Pool Shade Items Parks / Recreation General Obligation Notes G.O. Debt 20,000 20,000 40,000	Pool Shade Items		General Obligation Notes	G O Debt	20 000	20 000								,	
Replaster Pool Parks / Recreation General Obligation Notes G.O. Debt 150,000 150,000 150,000 150,000					,						150,000				
Aluminum Picnic Tables Parks / Recreation None Grants/Aids 7.000						7 000					,				
Police Squad Police General Obligation Notes G.O. Debt 68,000 57,000 68,000 193,000					68 000	7,000	57 000		68 000						
Tolice Squad									55,550						



Capital Improvement Plan (CIP)

Projects	Purpose/Dept.	Plan Issue	Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
Duty Firearm and Red Dot Sight Transition	Police	None	Funds on Hand	16,370										16,370
Duty Firearm and Red Dot Sight Transition	Police	General Obligation Notes	G.O. Debt											0
Server/Computer Replacement	Police	General Obligation Notes	G.O. Debt			20,000								20,000
Armory Building - Phase 1	Public Works	General Obligation Notes	G.O. Debt	2,500,000										2,500,000
Public Works Truck	Public Works	General Obligation Notes	G.O. Debt			45,000								45,000
GPS Unit	Public Works	General Obligation Notes	G.O. Debt	10,000										10,000
Streets Plow Truck - Large	Public Works	General Obligation Notes	G.O. Debt				290,000				300,000			590,000
Streets Plow Truck Accessories	Public Works	General Obligation Notes	G.O. Debt	118,000										118,000
Streets Plow Truck - Small	Public Works	General Obligation Notes	G.O. Debt	85,000										85,000
Streets Pickup	Public Works	General Obligation Notes	G.O. Debt			45,000								45,000
Streets Fuel Truck	Public Works	General Obligation Notes	G.O. Debt					75,000						75,000
Streets Bucket Truck	Public Works	2034 G.O. Notes	G.O. Debt										100,000	100,000
Streets Dump Box	Public Works	General Obligation Notes	G.O. Debt	30,000										30,000
Streets Skidloader Lease	Public Works	General Obligation Notes	G.O. Debt	21,600	3,000	3,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	62,600
Streets Backhoe Lease	Public Works	General Obligation Notes	G.O. Debt	13,650	13,200									26,850
Street Sweeper	Public Works	General Obligation Notes	G.O. Debt		200,000									200,000
New Street Dept Shop	Public Works	General Obligation Notes	G.O. Debt								3,000,000			3,000,000
Reconstruction - Washington/Johnson	Public Works	General Obligation Notes	G.O. Debt	1,815,000										1,815,000
Reconstuction - W Merrimac	Public Works	General Obligation Notes	G.O. Debt		396,000									396,000
Reconstruction - Virginia Terrace	Public Works	General Obligation Notes	G.O. Debt		165,000									165,000
Reconstruction - E Walnut St	Public Works	General Obligation Notes	G.O. Debt		341,000									341,000
Reconstruction - W Division St	Public Works	General Obligation Notes	G.O. Debt			1,650,000								1,650,000
Reconstruction - E Chapel St	Public Works	General Obligation Notes	G.O. Debt				310,750							310,750
Reconstruction - N Dacotah St	Public Works	General Obligation Notes	G.O. Debt				310,750							310,750
Reconstruction - Douglas St	Public Works	General Obligation Notes	G.O. Debt				412,500							412,500
Reconstruction - S Union St	Public Works	General Obligation Notes	G.O. Debt					852,500						852,500
Reconstruction - S Linn St	Public Works	General Obligation Notes	G.O. Debt					852,500						852,500
Reconstruction - W Spring St	Public Works	General Obligation Notes	G.O. Debt						1,210,000					1,210,000
Reconstruction - E Church St	Public Works	General Obligation Notes	G.O. Debt							467,500				467,500
Reconstruction - E Dodge St	Public Works	General Obligation Notes	G.O. Debt							467,500				467,500
Reconstruction - W Madison St	Public Works	General Obligation Notes	G.O. Debt							206,250				206,250
Reconstruction - W Chapel St	Public Works	2032 G.O. Notes	G.O. Debt								1,485,000			1,485,000
Reconstruction - Center St	Public Works	2033 G.O. Notes	G.O. Debt									154,000		154,000
Reconstruction - Johnson St	Public Works	2033 G.O. Notes	G.O. Debt									935,000		935,000
Reconstruction - N Bequette St/Ohio St	Public Works	2034 G.O. Notes	G.O. Debt										154,000	154,000
Reconstruction - E Madison St	Public Works	2034 G.O. Notes	G.O. Debt										880,000	880,000
Gas/Electric to Mixed Use Lots	TID 3	General Obligation Notes	G.O. Debt				50,000							50,000
Reconstruction - Bennett Rd/Leffler St	TID 3	General Obligation Notes	G.O. Debt					1,500,000						1,500,000
Actual CIP Costs				4,609,620	1,118,200	1,763,000	1,379,000	3,285,000	1,215,000	1,146,250	4,790,000	1,094,000	1,139,000	21,539,070

Sources of Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
G.O. Debt	9,001,750	1,693,200	3,095,000	1,989,000	3,751,500	3,350,000	1,811,250	4,840,000	2,223,500	1,686,000	24,691,700
Grants/Aids	3,880,000	432,000	0	0	0	0	0	0	0	0	4,312,000
Donations	1,000,000	50,000	0	0	0	0	0	0	0	0	1,050,000
Funds on Hand	94,249	0	428,000	0	0	0	0	0	0	0	522,249
Total	13,975,999	2,175,200	3,523,000	1,989,000	3,751,500	3,350,000	1,811,250	4,840,000	2,223,500	1,686,000	30,575,949



Tax Impact of proposed debt

			Existing Debt						Proposed Del	ot			
							Abatements	Debt Ser	vice Levy		Taxes		
	Net Debt	Change	Equalized		Annual Taxes			Total	Levy Change	Total Tax	Annual Taxes		
Year	Service	From Prior	Value	Tax Rate	\$250,000	Total Proposed	Less:	Net Debt	from Prior	Rate for	\$250,000	Annual Taxes	Year
Ending	Levy	Year Levy	(TID OUT)	Per \$1,000	Home	Debt Service	TID 3	Service Levy	Year	Debt Service	Home	Change	Ending
	•	•											
2024	284,523		513,436,800	\$0.55	\$138.54	0	0	284,523		\$0.55	\$139		2024
2025	309,905	25,382	576,966,480	\$0.54	\$134.28	0	0	309,905	25,382	\$0.54	\$134	(\$4)	2025
2026	309,501	(404)	579,851,312	\$0.53	\$133.44	532,652	0	842,153	532,248	\$1.45	\$363	\$229	2026
2027	281,306	(28,195)	582,750,569	\$0.48	\$120.68	791,226	0	1,072,532	230,379	\$1.84	\$460	\$97	2027
2028	226,000	(55,306)	585,664,322	\$0.39	\$96.47	1,077,011	0	1,303,011	230,479	\$2.22	\$556	\$96	2028
2029	226,000	(0)	588,592,643	\$0.38	\$95.99	1,306,474	0	1,532,475	229,464	\$2.60	\$651	\$95	2029
2030	226,000	0	591,535,607	\$0.38	\$95.51	1,733,567	(198,472)	1,761,096	228,621	\$2.98	\$744	\$93	2030
2031	226,000	0	594,493,285	\$0.38	\$95.04	1,957,772	(193,387)	1,990,386	229,290	\$3.35	\$837	\$93	2031
2032	225,991	(9)	597,465,751	\$0.38	\$94.56	2,184,220	(188,392)	2,221,820	231,434	\$3.72	\$930	\$93	2032
2033	150,856	(75,135)	600,453,080	\$0.25	\$62.81	2,486,258	(183,509)	2,453,605	231,785	\$4.09	\$1,022	\$92	2033
2034	0	(150,856)	603,455,345	\$0.00	\$0.00	2,863,041	(178,672)	2,684,369	230,764	\$4.45	\$1,112	\$91	2034
2035	0	0	606,472,622	\$0.00	\$0.00	3,085,919	(173,752)	2,912,167	227,798	\$4.80	\$1,200	\$88	2035
2036	0	0	609,504,985	\$0.00	\$0.00	2,774,310	(168,727)	2,605,584	(306,584)	\$4.27	\$1,069	(\$132)	2036
2037	0	0	612,552,510	\$0.00	\$0.00	2,707,968	(163,702)	2,544,266	(61,317)	\$4.15	\$1,038	(\$30)	2037
2038	0	0	615,615,273	\$0.00	\$0.00	2,636,059	(158,684)	2,477,375	(66,892)	\$4.02	\$1,006	(\$32)	2038
2039	0	0	618,693,349	\$0.00	\$0.00	2,602,573	(188,090)	2,414,484	(62,891)	\$3.90	\$976	(\$30)	2039
2040	0	0	621,786,816	\$0.00	\$0.00	2,350,601	0	2,350,601	(63,883)	\$3.78	\$945	(\$31)	2040
2041	0	0	624,895,750	\$0.00	\$0.00	2,280,572	0	2,280,572	(70,029)	\$3.65	\$912	(\$33)	2041
2042	0	0	628,020,228	\$0.00	\$0.00	2,214,390	0	2,214,390	(66,182)	\$3.53	\$881	(\$31)	2042
2043	0	0	631,160,330	\$0.00	\$0.00	2,142,036	0	2,142,036	(72,354)	\$3.39	\$848	(\$33)	2043
2044	0	0	634,316,131	\$0.00	\$0.00	1,936,233	0	1,936,233	(205,804)	\$3.05	\$763	(\$85)	2044
2045	0	0	637,487,712	\$0.00	\$0.00	1,871,944	0	1,871,944	(64,289)	\$2.94	\$734	(\$29)	2045
2046	0	0	640,675,150	\$0.00	\$0.00	1,106,085	0	1,106,085	(765,859)	\$1.73	\$432	(\$303)	2046
2047	0	0	643,878,526	\$0.00	\$0.00	1,069,038	0	1,069,038	(37,047)	\$1.66	\$415	(\$17)	2047
2048	0	0	647,097,919	\$0.00	\$0.00	874,738	0	874,738	(194,300)	\$1.35	\$338	(\$77)	2048
2049	0	0	650,333,408	\$0.00	\$0.00	725,762	0	725,762	(148,976)	\$1.12	\$279	(\$59)	2049
2050	0	0	653,585,076	\$0.00	\$0.00	586,269	0	586,269	(139,493)	\$0.90	\$224	(\$55)	2050
2051	0	0	656,853,001	\$0.00	\$0.00	392,593	0	392,593	(193,677)	\$0.60	\$149	(\$75)	2051
2052	0	0	660,137,266	\$0.00	\$0.00	377,437	0	377,437	(15,156)	\$0.57	\$143	(\$6)	2052
2053	0	0	663,437,952	0	0	117,409	0	117,409	(260,027)	0	44	(99)	2053
Total	2,466,083					46,784,154	(1,795,383)	57,181,288					Total



General Obligation Debt Capacity Projection 11. Item #1.

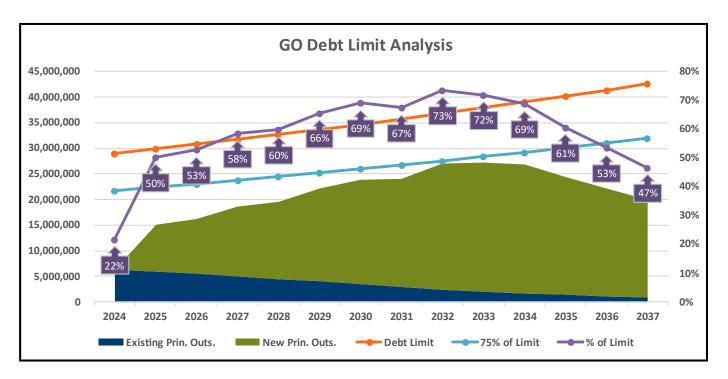
Existing Debt						Proposed Debt							
	Projected		Existing			Combined Principal							
Year	Equalized			Principal		Proposed	Existing		Residual	Year			
Ending	Value (TID IN)1	Debt Limit	75% of Limit	Outstanding	% of Limit	Debt	& Proposed	% of Limit	Capacity	Ending			
2024	580,788,400	29,039,420	21,779,565	6,271,209	22%	0	6,271,209	22%	22,768,211	2024			
2025	598,212,052	29,910,603	22,432,952	5,907,420	20%	9,120,000	15,027,420	15,027,420 50 %		2025			
2026	616,158,414	30,807,921	23,105,941	5,483,325	18%	10,780,000	16,263,325	53%	14,544,595	2026			
2027	634,643,166	31,732,158	23,799,119	4,986,334	16%	13,570,000	18,556,334	58%	13,175,824	2027			
2028	653,682,461	32,684,123	24,513,092	4,498,843	14%	15,020,000	19,518,843	60%	13,165,280	2028			
2029	673,292,935	33,664,647	25,248,485	4,001,010	12%	18,100,000	22,101,010	66%	11,563,637	2029			
2030	693,491,723	34,674,586	26,005,940	3,482,609	10%	20,455,000	23,937,609	69%	10,736,977	2030			
2031	714,296,475	35,714,824	26,786,118	2,943,230	8%	21,135,000	24,078,230	67%	11,636,594	2031			
2032	735,725,369	36,786,268	27,589,701	2,387,503	6%	24,645,000	27,032,503	73%	9,753,766	2032			
2033	757,797,130	37,889,856	28,417,392	1,890,000	5%	25,380,000	27,270,000	72%	10,619,856	2033			
2034	780,531,044	39,026,552	29,269,914	1,630,000	4%	25,190,000	26,820,000	69%	12,206,552	2034			
2035	803,946,975	40,197,349	30,148,012	1,360,000	3%	23,010,000	24,370,000	61%	15,827,349	2035			
2036	828,065,384	41,403,269	31,052,452	1,085,000	3%	21,055,000	22,140,000	53%	19,263,269	2036			
2037	852,907,346	42,645,367	31,984,025	805,000	2%	19,100,000	19,905,000	47%	22,740,367	2037			

Notes:

1) Projected TID IN EV based on 5-year average at 3.00% annual inflation.



General Obligation Debt Capacity Projection Section II. Item #1.





Capital Planning Observations

- The City has a complete long term capital plan that includes future road projects. This is a positive step forward for the City.
- Implementation of the current CIP plan and providing future flexibility to take on projects after 2034 will call for annual tax increases of approximately \$230,000 through 2035. The tax levy that was solved for to be able to fund the City's CIP in the future is approximately \$2.9 million.
- A debt capacity policy of at least 75% of statutory limit is recommended. This plan adheres to the recommendation but edges close to 75%, particularly in 2032 and 2033.



Overall Impact

Section II. Item #1.

• This section demonstrates the impact of the financial management plan.

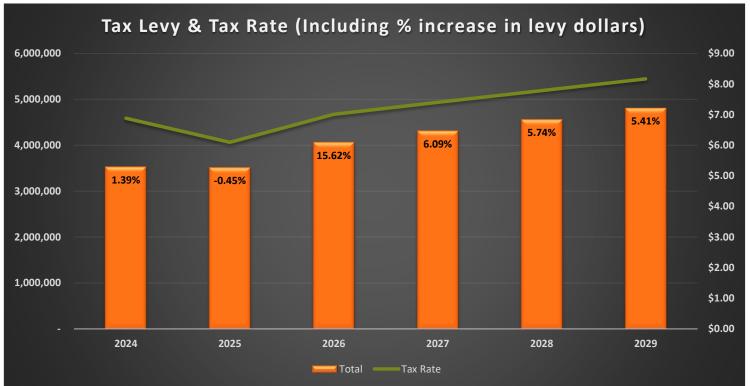


Tax Levy & Rate Impact

		Projected											
		2024		2025		2026		2027		2028		2029	
LEVY FUNDS													
FUND													
General Fund		2,234,787		2,692,298		2,779,783		2,796,953		2,814,209		2,831,551	
Library		421,039 443,9		443,916	443,916		443,916		443,916		443,916		
Capital Projects		591,972		70,401		-		-		-		-	
Debt Service Fund Existing Debt		284,523		309,905		309,501		281,306		226,000		226,000	
Debt Service Fund New Debt		-		-		532,652		791,226		1,077,011		1,306,474	
TOTAL LEVIED FUNDS		3,532,321		3,516,520		4,065,852		4,313,401		4,561,136		4,807,942	
Change in Levy		1%		-0.45%		15.62%		6.09%		5.74%		5.41%	
EQUALIZED VALUE (TID OUT)	5	13,436,800	5	76,966,480	!	579,851,312		582,750,569	į	585,664,322		588,592,643	
TAX RATE		\$6.88		\$6.09		\$7.01		\$7.40		\$7.79		\$8.17	
TAX RATE DELTA (\$)		\$0.05		(\$0.78)		\$0.92		\$0.39		\$0.39		\$0.38	
Taxes on \$250,000 property	\$	1,719.94	\$	1,523.71	\$	1,752.97	\$	1,850.45	\$	1,946.99	\$	2,042.13	
Taxes Delta (\$)	\$	12.21	\$	(196.23)	\$	229.26	\$	97.48	\$	96.54	\$	95.14	

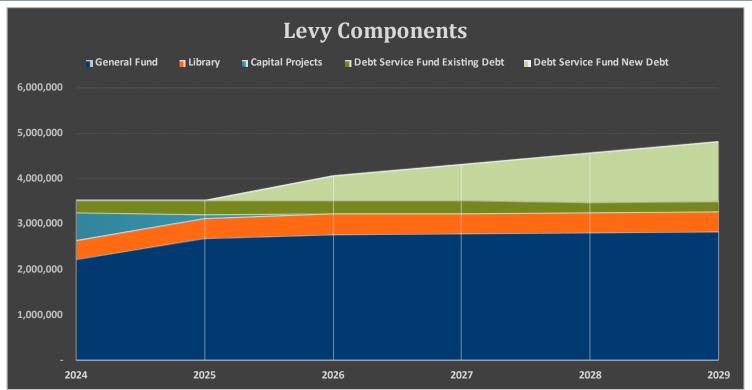


Tax Rate and Levy



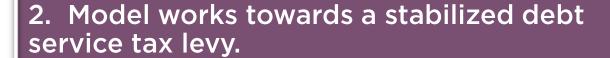


Levy Allocation by purpose





1. Average annual total levy increase from projected 2025 to projected 2029 is 6.48%.



3. Levy Limit pressure resumes after receiving additional shared revenue in 2024.



Levy Limits "At-a-Glance"

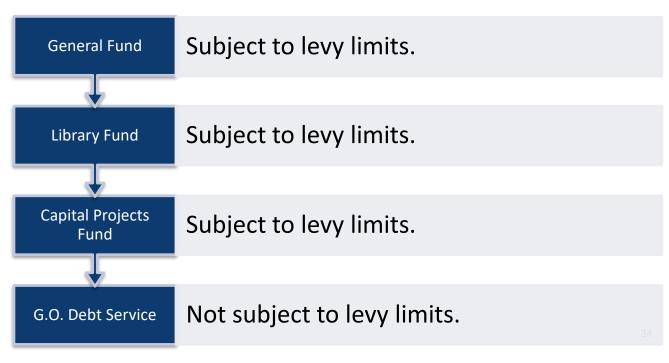
Current limit (Sec. 66.0602, Wis. Stats.):

The prior year's actual levy may be increased by a percentage equal to net new construction in the preceding year (or zero, if none)

✓ Subject to numerous adjustments that may reduce or increase allowable levy



City Levy Components





Current levy limit parameters

Net New C	Construction	Allowable Levy Increase
2019	1.225%	\$38,572
2020	0.523%	\$16,698
2021*	0.959%	\$30,779
2022	1.049%	\$34,780
2023	1.202%	\$40,270
2024	0.778%	\$26,379

^{*}Closure of Tax Incremental District No. 2 added an additional \$75,167 (2.342%) to the levy limit.



Levy Limit Worksheet Forecast Model						
Levy Year		2024	2025	2026	2027 Section	on II. Item #1.
Caler	dar/Budget Year	2025	2026	2027	2028	2029
<u>Line</u>		<u>Actual</u>	Projected	Projected	Projected	<u>Projected</u>
	Prior Year's Actual Levy	3,532,321	3,516,520	4,065,852	4,313,401	4,561,136
	Prior Year's Personal Property Aid	142,325	210,288	210,288	210,288	210,288
1	Prior Year's Actual Levy plus Personal Property Aid	3,674,646	3,726,808	4,276,140	4,523,689	4,771,424
2	Exclude Prior Year Levy for Unreimbursed Emergency Expenses	0	0	0	0	0
3	Exclude Prior Year Levy for G.O. Debt Authorized After July 1, 2005	(284,123)	(309,905)	(842,153)	(1,072,532)	(1,303,011)
4	Adjusted Actual Levy	3,390,523	3,416,903	3,433,987	3,451,157	3,468,413
	Net New Construction					
ts	Enter Assumed Net New Construction Percentage	0.778%	0.500%	0.500%	0.500%	0.500%
Jen	Applied to Prior Year Adjusted Actual Levy	26,379	17,085	17,170	17,256	17,342
stn	Less: Next Year's Personal Property Aid	(210,288)	(210,288)	(210,288)	(210,288)	(210,288)
Adjustments	Levy Limit Before Adjustments	3,206,614	3,223,699	3,240,869	3,258,125	3,275,467
16-	A Increase for Unused Prior Year Levy (Carry Over)	1	0	0	0	0
e 5	Accept Carryover Amount?	No	No	No	No	No
Ë	D Increase for Local Share of Refunded or Rescinded Taxes					
	E Debt Service for G.O. Debt Authorized After July 1, 2005	309,905	842,153	1,072,532	1,303,011	1,532,475
	F Increase Approved by Referendum					
	M Increase for Annexed Lands (Villages and Cities only)					
	R Increase for unused levy carryforward from prior years					
	Q Total Adjustments	309,905	842,153	1,072,532	1,303,011	1,532,475
9	Total Adjustments	309,905	842,153	1,072,532	1,303,011	1,532,475
10	Allowable Levy	3,516,520	4,065,852	4,313,401	4,561,136	4, 37 12
	Actual or Projected levy	3,516,520	4,065,852	4,313,401	4,561,136	4,807,942

Things To Consider at Budget Time

Tax levy & rate objectives (impact on taxpayers)

How to fund new services / initiatives or how to decrease service levels

Investment Income stabilization

Capital project prioritization to aid in stabilizing the debt service tax levy

Acceptable debt financing levels / debt capacity usage

Use of fund balances for one-time items or maintenance to help with future levy limit issues.



Alternative Revenue Options

Section II. Item #1.



Wheel Tax



Street Light Expenditure Recovery Fee



Convert other services to fees



Levy Limit Referendum



Wheel Tax (Vehicle Registration Fee)

- Annual municipal or county vehicle registration fee in addition to State registration fee
- Applies to:
 - ✓ Autocycle registration
 - ✓ Automobile registration
 - ✓ Truck registration (<8,000 lbs. except dual purpose farm)
- Exemptions for antique, collector, historic, military, hobbyist, farm truck, dual purpose farm truck or motor home
- All revenue must be used for transportation related purposes
- WisDOT collects the fee and sends proceeds (less 17¢ per vehicle administrative fee)





Wheel Tax

Section II. Item #1.

Pro's

Authorized by statute

Easy to set up & administer

Stable annual revenue

Established by Common Council

Cons

Limited revenue potential

Disproportionate impact on residential properties

Generates sense of fixing the problem - but often inadequate.



Street Light Expenditure Recovery Fee

What is it?

• A user charge to recover annual cost for electricity used to operate street lighting system.

How does the charge work?

- 1. Per unit billing charge: Residential parcels assigned one unit and non-residential assigned two units. Charge determined by dividing cost to be recovered by number of units.
- 2. Flat residential charge with a frontage footage charge for non-residential. This method is more meaningful to a municipality that is an economic hub for surrounding municipalities.



Convert Other Services to Fees

Section II. Item #1.

Examples:

- Forestry costs related to the Emerald Ash Borer
- Fire services



Tax Increment District

Section II. Item #1.

Tax Increment District No. 3 Review





Purpose of the District is to promote the orderly development by promoting mixed use development. TID No. 3 is located on the northeast side of the City and includes industrial, commercial and residential property.

- Created in 2020 as a Mixed-Use District (20-year district), the District is able to make expenditures planned for in the project plan until 2035. The District has a mandatory termination date of July 21, 2040 but can collect a final tax increment in 2041.
- The majority of development to date has been housing including a multi-phased apartment complex and multiple duplexes.
- Commercial development has entailed storage units and lot sales for future retail and multi-use space.



Section II. Item #1.

City of Dodgeville, Wisconsin Tax Increment District No. 3 **Development Assumptions** Construction Construction Limestone Hills Ph 2 **Fowler Condos** Actual **Annual Total** Year Year Units Total Value Units Total Value Estimated Value per \$300,000 1 2020 57,500 57,500 2020 1 2021 1,070,200 1,070,200 2021 2 2022 4,636,200 4,636,200 2022 3 2023 928,500 928,500 2023 4 5 2024 1,587,200 3,300,000 4,887,200 2024 5 2025 5,250,000 5,250,000 2025 6 7 2026 2026 7 2027 2027 8 2028 2028 9 10 2029 2029 10 11 2030 2030 11 2031 2031 12 2032 2032 13 13 14 2033 2033 14 15 2034 2034 15 16 2035 2035 16 2036 2036 17 2037 2037 18 19 2038 2038 19 20 2039 2039 20 Totals 6.692.400 6.837.200 11 3.300.000 16.829.600



TID 3 Financial Schedules

Section II. Item #1.

City of Dodgeville, Wisconsin Tax Increment District No. 3 Tax Increment Projection Worksheet Type of District Mixed Use Base Value 1.867.900 District Creation Date July 21, 2020 Economic Change Factor 2.009 Valuation Date 2020 Apply to Base Value No Max Life (Years) Base Tax Rate Expenditure Period/Termination Rate Adjustment Factor 0.00 Revenue Periods/Final Year 2041 Extension Eligibility/Years Eligible Recipient District Construction Economic Total Value Added Valuation Year Increment Revenue Year Tax Rate1 Tax Increment Year Change 2020 57.500 2021 0 57.500 2022 \$24.35 1.400 2021 1,070,200 2022 1,150 1,128,850 2023 \$21.78 24,556 2022 4.636.200 2023 22.577 5.787.627 2024 \$20.66 119.565 2023 928,500 2024 115,753 6,831,880 2025 \$20.66 141,138 2025 \$20.66 2024 4,887,200 136,638 11,855,717 2026 244,924 2025 5,250,000 2026 17,342,831 2027 \$20.66 358,281 6 237,114 2026 2027 346,857 17,689,688 2028 \$20.66 365,447 2027 2028 353,794 18,043,482 2029 \$20.66 372,756 9 2028 2029 360.870 18.404.352 2030 \$20.66 380.211 10 2029 2030 368,087 18,772,439 2031 \$20.66 387,815 11 2030 0 2031 19,147,887 2032 \$20.66 395,571 375,449 12 \$20.66 2031 2032 382,958 19,530,845 2033 403,483 13 2032 2033 390,617 19,921,462 2034 \$20.66 411,553 14 2033 2034 398,429 20.319.891 2035 \$20.66 419.784 15 2034 0 2035 406.398 20.726.289 2036 \$20.66 428,179 16 2035 0 2036 414,526 21,140,815 2037 \$20.66 436,743 17 2036 2037 \$20.66 445,478 422,816 21,563,631 2038 2037 2038 2039 \$20.66 431,273 21,994,904 454,387 19 2038 2039 439,898 22,434,802 2040 \$20.66 463,475 20 2039 2040 448.696 22.883.498 2041 \$20.66 472,745 16,829,600 6,053,898 6,727,492 **Future Value of Increment**



TID 3 Financial Schedules

City of Dodgeville, Wisconsin Tax Increment District No. 3 Cash Flow Projection Projected Expenditures MRO #1 Total Year Unfront Ongoing Tax Interest Deht Total Debt Limestone Hills Developer Interest on Financing Planning & Total Liabilities \$729,288 Administratio Expenditures Outstanding Year Increments Earnings Proceeds Revenues Service Incentive Advance Costs Annual Cumulative Year 2020 17,529 17,529 (17,529)(17,529)2020 2021 2,629,858 2,630,043 1,638,220 79,716 150 1,718,086 911,957 894,428 3,309,288 2021 2022 1,400 770,000 772,335 729,129 516,516 700,000 35,282 3,294 1,984,221 (1,211,886)(317,458)3,379,288 2022 2023 24.556 1.138.355 1.162.911 66.921 647.360 14.679 69.113 15.211 813.284 349.627 32.169 4.444.288 2023 2024 119.565 119.565 142.127 40.124 2.500 184.751 (65.186) (33.017)4.354.164 2024 2025 141.138 141.138 155.194 34.876 2.500 192,570 (51,432) (84,448) 4.269.288 2025 2026 244,924 244,924 204,106 29,272 2,500 235,878 9,046 (75,402)4,140,016 2026 2027 358,281 358,281 290,494 81,606 2,500 374,600 (16,318)(91,721) 3,868,410 2027 2028 365,447 365,447 318,681 92,488 50,000 2,500 463,669 (98, 222)(189,943) 3,550,922 2028 2029 372.756 20,000 1,500,000 1.892.756 310.994 81.022 1.500.000 51.509 2.500 1,946,025 (53,269) (243.212)3.244.900 2029 2030 380,211 380,211 511.678 69.327 2,500 583,505 (446,506) 2.940.573 2030 2031 387,815 387,815 508,605 57,870 2,500 568,975 (181, 160)(627,666)2,637,703 2031 2032 395,571 395,571 500,473 52,013 2,500 554,986 (159,414)(787,080)2,335,690 2032 2033 403,483 403,483 492,353 46,039 2,500 540,892 (137,409)(924,489)2,034,651 2033 2034 411.553 411,553 484.584 39.945 2.500 527,029 (115.476)(1.039.965) 1.734.706 2034 2035 419.784 419.784 481.989 33.730 2,500 518,219 (98,435) (1.138.401) 1,430,976 2035 2036 2036 474,139 504,029 428,179 428,179 27,390 2,500 1,128,586 (1,214,250)2037 436.743 436.743 466.170 20.923 2.500 489.593 (52.850) 827.663 2037 (1.267.101) 2038 445.478 445.478 364.965 14.327 2.500 381.792 63.686 (1.203.415) 623.336 2038 2039 454.387 454.387 399,908 7.599 2.500 410.007 44.380 (1.159.035) 415.737 2039 2040 463,475 737 2,500 2040 463,475 217,138 220,375 243,101 (915,934)205,000 2041 472,745 472.745 207,369 5,000 212,369 260,376 (655,559)2041 Totals Totals 6,727,492 21.120 6.038.213 12.786.825 7,327,017 729,288 4,352,096 700.000 14.679 235.620 13,442,384 PROJECTED CLOSURE YEAR Notes: ICALLABLE MATURITIES **END OF EXP. PERIOD**



S&P Global Ratings

RatingsDirect®

Summary:

Dodgeville, Wisconsin; General Obligation

Primary Credit Analyst:

Jessica Olejak, Chicago + 1 (312) 233 7068; jessica.olejak@spglobal.com

Secondary Contact:

Emma Drilias, Madison (1) 312-233-7132; emma.drilias@spglobal.com

Table Of Contents

Credit Highlights

Outlook

Related Research

Appendix A

Summary:

Dodgeville, Wisconsin; General Obligation

Credit Profile

US\$1.17 mil GO comnty dev bnds ser 2023C dtd 12/13/2023 due 03/01/2037

Long Term Rating AA-/Stable New

Dodgeville GO rfdg bnds

Long Term Rating AA-/Stable Affirmed

Credit Highlights

- S&P Global Ratings assigned its 'AA-' rating to Dodgeville, Wis.' \$1.17 million series 2023C general obligation (GO) community development bonds.
- · At the same time, S&P Global Ratings affirmed its 'AA-' rating on the city's existing GO debt.
- · The outlook is stable.

Security

Unlimited ad valorem property taxes secure the GO community development bonds.

Officials intend to use the bond proceeds for tax increment finance (TIF) district improvements.

Credit overview

Dodgeville's trend of operational balance continued in fiscal 2022 (year-end Dec. 31) with slight surplus results and maintenance of very strong reserves, despite an unpaid \$300,000 loan from the general fund to TIF3--which we deducted from the available fund balance for our analysis. The TIF has developments underway and is expected to repay the general fund in the medium term. In fiscal 2022, the general fund provided interim financing for a water utility project (\$697,000), which has been repaid. Fiscal 2023 projected general fund results show a \$360,000 surplus (7.5% of expenditures), primarily due to budgeted vehicle purchases that were not made. The preliminary fiscal 2024 budget has a \$269,000 deficit (5.6% of expenditures), which includes a 4.2% salary increase and 14.5% rise in insurance costs. The budget also includes the purchase of the vehicles, but management is uncertain if they will, once again, be unavailable. We believe that the city will maintain very strong reserves, likely above 30% of expenditures over, at least, the short-to-medium term.

The city has more than \$3.3 million of directly placed loans with Farmers Savings Bank. The terms of the loan include what we consider permissive events of default and acceleration of all principal and interest payments in the event of a default. With more than \$7 million of available cash, in our opinion, the city would have sufficient liquidity to cover a possible acceleration, in the short term, with ample access to capital markets to refinance the debt; we do not view this as a contingent liquidity risk. However, if the city's liquidity declined materially compared with the debt, we could lower the rating.

Dodgeville received \$500,000 in federal pandemic stimulus; it was not recognized as revenue until it was spent and is not inflating the fund balance or year-end results. Almost all of this has been spent and was used for one-time capital expenditures.

The primary limiting credit factor is a lack of robust financial management policies and practices, but we do not think this has negatively affected operations.

The rating reflects our view of the city's:

- Modestly improving economy during the past several years with additional developments underway; Dodgeville
 benefits from its access to Madison, the state capital, and the economy, which has improved recently, continues to
 benefit from the presence of the global headquarters of Lands' End's, with about 4,000 employees;
- Finances that remain steady, fueled by economic growth supporting taxes, permits, and fee revenue--with no plans to draw down general fund reserves; property taxes and state aid generated 41% and 27%, respectively, of general fund revenue:
- Adequate financial management with limited budget-monitoring practices, no long term financial or capital
 planning, but with robust budget planning and a fund balance policy that calls for 15% of expenditures, and a strong
 institutional framework score; and
- Manageable debt with no additional bond plans and participation in the Wisconsin Retirement System (WRS), which was 96% funded as of Dec. 31, 2022, and is among the nation's strongest pension plans.

Environmental, social, and governance

We analyzed Dodgeville's environmental, social, and governance factors relative to the city's economy, management, financial measures, and debt and liability profile and consider them to be neutral in our credit analysis. The city uses outside contractors for its cybersecurity and trains employees in cybersecurity best practices.

Outlook

The stable outlook reflects our expectation that the city will maintain stable operations and very strong reserves.

Downside scenario

We could lower the rating if budget performance were to weaken, leading to materially worse available reserves or liquidity.

Upside scenario

We could raise the rating if wealth and income were to improve to levels we consider comparable with those of higher-rated peers and if the city were to bolster its financial management policies and practices.

Dodgeville, WisconsinKey credit metrics				
	Most recent	Historical information		
		2022	2021	2020
Strong economy				
Projected per capita EBI % of U.S.	92			

	Most recent	Histor	ical inform	ation
		2022	2021	2020
Market value per capita (\$)	104,974			
Population		4,946	4,905	4,939
County unemployment rate(%)		2.6		
Market value (\$000)	519,201	511,136	440,174	427,892
Ten largest taxpayers % of taxable value	14.1			
Strong budgetary performance				
Operating fund result % of expenditures		2.9	2.0	3.3
Total governmental fund result % of expenditures		1.4	(10.7)	36.0
Very strong budgetary flexibility				
Available reserves % of operating expenditures		46.7	59.4	61.2
Total available reserves (\$000)		2,455	2,709	2,602
Very strong liquidity				
Total government cash % of governmental fund expenditures		107	94	138
Total government cash % of governmental fund debt service		2159	1896	1556
Adequate management				
Financial Management Assessment	Standard			
Adequate debt & long-term liabilities				
Debt service % of governmental fund expenditures		5.0	5.0	8.9
Net direct debt % of governmental fund revenue	101			
Overall net debt % of market value	4.4			
Direct debt 10-year amortization (%)	60			
Required pension contribution % of governmental fund expenditures		2.7		

EBI--Effective buying income. OPEB--Other postemployment benefits. Data points and ratios may reflect analytical adjustments.

Related Research

Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.spglobal.com/ratings for further information. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

Copyright © 2023 by Standard & Poor's Financial Services LLC. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes, S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives. Ratingrelated publications may be published for a variety of reasons that are not necessarily dependent on action by rating committees, including, but not limited to, the publication of a periodic update on a credit rating and related analyses.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw or suspend such acknowledgment at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain non-public information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, www.spglobal.com/ratings (free of charge), and www.ratingsdirect.com (subscription), and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at www.spglobal.com/usratingsfees.

STANDARD & POOR'S, S&P and RATINGSDIRECT are registered trademarks of Standard & Poor's Financial Services LLC.

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.

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:		
(signature)	(signature)		
NAME: Barry Hottmann	NAME: Diana Maas		
TITLE: _Mayor_	TITLE: Assistant Deputy Secretary		
DATE:	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: FlexibleFacilitiesProgram@wisconsin.gov

To Grantee: Name: Barry Hottmann

Title: Mayor

Email: barry.hottmann@dodgevillewi.gov

Phone: (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.

- 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. 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 and a Contractor's Subcontractor List to DOA's Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via email at DOADEOSBOPPrograms@wisconsin.gov. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements. Grantees must also submit a Contractor's Subcontractor List if they intend to utilize any subcontractors.

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the exemption documents listed above to the Department of Administration, Division of Energy, Housing and Community Resources, P.O. Box 7970, Madison, WI 53707-7970 unless compliance eligibility is current. No extensions of this deadline shall be granted. 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 to Grantee will be limited to the actual costs incurred by Grantee in carrying out the Project as of the date of termination, plus any termination expenses having prior written approval of the Department. However, in the event that Project expenses are ineligible for funding under applicable rules, the Department shall have no liability to Grantee whatsoever. 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
- 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.	

	,
	 Procure grant administration services, if contracting with a third-party for the services. Submit executed contract to DEHCR. Enter into an agreement with the subrecipient for the project, if applicable. Maintain the executed subrecipient agreement in the FFP project file. Complete Environmental Report and obtain official approval from DOA-DEHCR Environmental Desk. Submit copy of approval from Environmental Desk to DEHCR Project Representative. Submit "Notice of Acquisition/Relocation to DEHCR" form if any acquisition (including easements) and/or relocation will be required for the FFP Project. Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to Project. Prepare and solicit construction and/or demolition related bids. Submit detailed bid tabulation summary. Submit copy of the advertisement for bids with the publisher's affidavit to DEHCR. Obtain all necessary permits. 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. 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).
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	 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. 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>).
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.

	0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	• 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	 Submit Single Audit Statement for FY2025 to DEHCR. 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>).
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	 Complete all Construction Activities. End of Construction Period. No construction expenses incurred after this date. 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.

October 7, 2026	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.		
October 31, 2026	 Submit Final FFP Payment Request and supporting documents. Submit Project Completion Report and supporting documents for the period of October 1, 2026, through October 31, 2026. 		
Within 30 Days of Receipt of Final FFP Payment	Submit Financial Certification of Completion and supporting documentation.		
January 7, 2027	Submit Final Program Income Report.		
January 15, 2027	 Submit Single Audit Statement for FY2026 to DEHCR. 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>). 		
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.

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.

10% of the total grant award, up to a maximum of \$25,000.00, 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 1st through March 31st, April 1st through June 30th, July 1st through September 30th and October 1st through December 31st 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 22 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.
- 10. 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.
- 11. 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.

- iii. 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 non-compliance 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			
Ву:			
(signature)			
Name: <u>Barry Hottmann, Mayor</u>			
(print)			
Date:	-		
By:			
(signature)			
Name: <u>Lauree Aulik, Clerk</u>			
(print)			
Date:	_		