



PUBLIC NOTICE

Common Council Regular Meeting

Tuesday, October 20, 2026 at 5:30 PM

City Hall Council Chambers, 410 E Leffler St, Dodgeville,

WI 53533

AGENDA

I. CALL TO ORDER AND ROLL CALL

I. PLEDGE OF ALLEGIANCE

II. CONSENT AGENDA

1. Approval of Minutes from October 6, 2026

2. Approval of Claims from October 20, 2026

III. PUBLIC COMMENT *Citizen or delegation presentations, requests or comments and discussion of same, pursuant to Wis. Stat. Sec. 19.83 (2) and Sec. 19.84 (2). Five minute limit except by consent of council. No action will be taken on any item that is not specifically listed on the agenda.*

IV. REPORTS/RECOMMENDATIONS

3. Recreation Update

4. Interim Clerk/Treasurer Report

5. Mayor Report

V. OLD BUSINESS

VI. NEW BUSINESS

6. Discussion of garbage & recycling services offered by Republic Services.

7. Crash Responder Safety Week (CRSW) Proclamation November 2-6, 2026

8. Discussion and possible action to approve the recreation contract/quote for software upgrade with Civic Plus

9. Discussion and possible action to approve the 2027 Stray and Abandoned Dog Contract for Services with the Iowa County Humane Society

10. Discussion on 10 year street analysis

11. Discussion and possible action to approve recommendation from Plan Commission to approve Zoning change application for lot owned by Philip Ley (Parcel 216-1078, 20.7 acres) located to the north and south of E North St from B-H General Highway Business District to R-1 One and Two Family Residential District

12. Discussion and possible action on Reimbursement Agreement for Professional Services with Diamond Oak Properties LLC related to reimbursement of professional services provided by City to Diamond Oak Properties LLC.

13. Discussion and possible action to appoint Stephanie Bennett as an election worker for the City of Dodgeville for the remaining 2026-2027 election cycle

14. Discussion on new City Hall sign

15. Discussion and possible action to approve proposal from Fehr Graham Engineering for annual safety training

VII. CLOSED SESSION

16. Motion to convene in closed session pursuant to Wis. Stat. § 19.85(1)(e) to deliberate and negotiate the terms and conditions of the potential sale of City-owned property, where competitive or bargaining reasons require a closed session.

VIII. OPEN SESSION

17. Reconvene to Open Session

18. Any Action Needed as a Result of Closed Session

IX. ADJOURN

19. Motion to Adjourn

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



MINUTES

Common Council Regular Meeting

Tuesday, October 06, 2026 at 5:30PM

City Hall, 410 E Leffler Street, Dodgeville, WI

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Mayor Barry Hottmann at 5:30pm. Members present: Shaun Sersch, Roxanne Reynolds-Lair, Tom DeVoss, Jeff “Potsie” Weber, Mike Olson, Jerry Johnson, Michelle Peterson. Members absent: Julie Johnson-Solberg (excused)

Others present: Brian Whitehouse (Dodgeville Fire Chief), Dan Meuer (Dodgeville resident), Pat Sieling (Dodgeville resident), Steve DeMuth (Dodgeville resident), Kari Wunderlin (Representative from Mound City Bank), Logan Hanson (Vierbicher representative), Philip Ley (Dodgeville resident), Mike Philips (representative from Mound City Bank), Brian Cushman (Dodgeville Ambulance Chief), Brian Mooney (City Administrator), Dylan Wadzinski (Director of Public Works), Brandon Wilhelm (Dodgeville Police Chief), Carrie Portz (Dodgeville Library Director), Wendy Nipple (Dodgeville resident – attended via zoom)

II. PLEDGE OF ALLEGIANCE

III. CONSENT AGENDA

1. Approval of minutes from September 15, 2026
2. Approval of minutes from Special Council meeting on September 28, 2026
3. Approval of claims from October 6, 2026
4. Approval of a Special Event license for the following event: No Kings Vote Early hosted by Indivisible Southwest Wisconsin on October 17, 2026

Motion by DeVoss, second by Johnson to approve the Consent Agenda. Voice vote 7-0. Motion carried.

IV. PUBLIC COMMENT

During public comment, Dodgeville resident Philip Ley asked council members to consider looking into solar possibilities, that would help heat water heaters, and also provide heat to Dodgeville Schools.

Dodgeville resident Steve DeMuth addressed council about the vacant land on Fountain & Level Streets, and asked if there had been any discussion about this in what the city would eventually be doing with this land. Mayor Hottmann indicated that this land is currently not being rented out for use, however, there have been a few organizations use this vacant space throughout the year this year. During public comment, Dodgeville resident DeMuth also inquired about what is happening with the vacant area of City Hall, once the library moves out. Mayor Hottmann informed DeMuth that no formal discussions about this space had been taking place, however, there have been internal conversations with internal city staff about ideas for this space. DeMuth also addressed council about the Bea Ann Drive project, and

asked the council if residents on Bea Ann Drive would have to pay for the new curb & gutter work that is being done on this street in from of residents homes. Lastly, DeMuth asked council where the city was at financially on the new city hall project, now that there is work being done on the drive-up in front of City Hall, and asked how much more costs are going to be incurred for renovations at this building.

Dodgeville resident Wendy Nipple attended the common council via Zoom. Prior to the meeting, Wendy Nipple submitted a letter to council, which was read by Mayor Hottmann at the Common Council meeting.

V. REPORTS/RECOMMENDATIONS

5. Police Report

During the Police Report, Dodgeville Police Chief Brandon Wilhelm noted that there were 333 calls for service in September 2026. Chief Wilhelm also noted that there were 157 arrests made YTD 2026. Chief Wilhelm excitedly noted that the two new officers who are currently attending police academy were scheduled to graduate on Friday, October 9th. Lastly, Wilhelm notes that after the most recent officer position opening, two applicants remain from this submittal, in which interviews for this will be held at the Police & Fire Commission meeting on Monday, October 19th. Finally, Chief Wilhelm gave kudos to the Streets Department for their assistance in setting up for the Dodgeville Homecoming Parade.

6. Interim Clerk/Treasurer Report

During the Interim Clerk/Treasurer Report, Wolfe noted that she recently attended an Election Safety training in Rothschild in preparation of the November 3rd Election. Wolfe also noted that she is continuing to prepare for the November 3rd election. Lastly, Wolfe noted that the Fall City Clean Up for Dodgeville residents completed on Saturday, October 3rd, in which she is hoping to be able to share a summary of collection report at the Tuesday, October 20th council meeting. Finally, Wolfe reminded council members and those in attendance that early in person absentee voting for the November 3rd election begins on Tuesday, October 20th at City Hall.

7. Mayor Report

During the Mayor report, Mayor Hottmann informed council that he had attended a WEDC summit last week in Eau Claire, in which he met Mayors from Madison, Milwaukee, and Superior. Mayor Hottmann also noted that the library project continues to move along, and that moving to this new location will begin the week of October 19th. Finally, Mayor Hottmann introduced Brian Mooney as the newly hired City Administrator for the City of Dodgeville.

VI. OLD BUSINESS

VII. NEW BUSINESS

8. Discussion and possible action to approve a financial institution for holding some of our financial accounts

Motion by DeVoss, second by Sersch to approve an already existing financial institution that the city uses for holding some of the city’s financial accounts. Roll call vote 7-0. Motion carried.

- 9.** Discussion and possible action to approve Trick or Treating Hours for 2026 to be held October 31st, 2026 from 4pm to 7pm

Motion by Weber, second by Peterson to approve Trick or Treating Hours for 2026 to be held October 31st, 2026 from 4pm to 7pm. Roll call vote 7-0. Motion carried.

- 10.** Discussion and possible action on a recommendation from the Mayor to appoint Natalie Duran as a member of the Historic Preservation Commission

Motion by DeVoss, second by Reynolds-Lair to approve a recommendation from the Mayor to appoint Natalie Duran as a member of the Historic Preservation Commission. Roll call vote 7-0. Motion carried.

- 11.** Discussion and possible action on a quote to apply a graphics package to the recently purchased fire truck

Motion by Reynolds-Lair, second by Olson to approve a quote to apply a graphics package to the recently purchased fire truck up to \$13,000. Roll call vote 7-0. Motion carried.

- 12.** Discussion and possible action to authorize Fire Chief to find a buyer for the fire truck being retired from service

Motion by Weber, second by Peterson to authorize Fire Chief Brian Whitehouse to find a buyer for the fire truck being retired from service. Roll call vote 7-0. Motion carried.

- 13.** Discussion and possible action on a contract amendment related to EMS collections on bad debt through KOVO RCM

Motion by Weber, second by Johnson to approve a contract amendment related to EMS collections on bad debt through KOVO RCM. Roll call vote 7-0. Motion carried.

- 14.** Discussion and possible action on a library change order for additional charges from Daniels for winter work

Motion by DeVoss, second by Reynolds-Lair to approve library change order for additional charges from Daniels for winter work. Roll call vote 7-0. Motion carried.

- 15.** Discussion and possible action to approve recommendation from the Public Works Committee to approve resolution for 2 new stop signs at the intersection of E Grace St and E Madison St

Motion by Weber, second by Peterson to approve recommendation from the Public Works Committee to approve resolution for 2 new stop signs at the intersection of E Grace St and E Madison St. Roll call vote 7-0. Motion carried.

- 16.** Discussion and possible action to approve agreement with Merjent related TID 3 Development Project

Motion by DeVoss, second by Johnson to approve agreement with Merjent related TID 3 Development Project. Roll call vote 7-0. Motion carried.

VIII. CLOSED SESSION

- 17.** Motion to adjourn to closed session pursuant to Wis. Stat. 19.85(1)(e) to deliberate and negotiate the terms and conditions of the potential sale of City-owned property, where competitive or bargaining reasons require a closed session; and pursuant to Wis. Stat. 19.85(1)(c) to consider performance

evaluation data and compensation of the Streets Foreman, a public employee over whom the City exercises responsibility.

Motion by Sersch, second by Johnson to adjourn to closed session, and allow Logan Hanson (Vierbicher), Dylan Wadzinski (Director of Public Works), and Brian Mooney (City Administrator) to attend closed session. Roll call vote 7-0. Motion carried.

IX. OPEN SESSION

18. Reconvene to Open Session

Motion by Olson, second by Weber to reconvene to open session. Roll call vote 7-0. Motion carried.

19. Any action needed as a result of closed session

Motion by Johnson, second by DeVoss to approve recommendation from Admin Personnel Committee on Street Foreman compensation. Roll call vote 7-0. Motion carried.

X. ADJOURN

20. Motion to Adjourn

Motion by Peterson, second by Weber to adjourn. Voice vote 7-0. Motion carried.

Time: 7:05pm

COMMON COUNCIL - CLAIMS REPORT
Tuesday, October 20, 2026

	AMOUNT
Accounts Payable	
Capital Project Fund	\$ 691,403.53
American Rescue Plan (ARPA)	\$ -
Affordable Housing Fund	
General Fund	\$ 109,973.46
Debt Service Fund	
Water Fund	\$ 17,844.81
Sewer Fund	\$ 15,763.50
Library Fund	\$ 6,029.17
TID 3 Fund	\$ 100,198.02
TOTAL ACCOUNTS PAYABLE	\$ 941,212.49
 Payroll	
General Fund (100)	\$ 103,930.00
Water Fund (200)	\$ 8,868.85
Sewer Fund (300)	\$ 9,282.80
Special Purpose Library Fund (150)	\$ 12,421.60
TOTAL PAYROLL	\$ 134,503.25
 TOTALS BY FUND	
GENERAL (100, 140, 150, 160, 161, 170)	\$ 1,023,955.78
WATER (200)	\$ 26,713.66
SEWER (300)	\$ 25,046.30
TOTAL ALL PAYMENTS	\$ 1,075,715.74

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/26	10/09/2026	66291	926	STAPLES ADVANTAGE	100-21000-000-000	150.08- V
10/26	10/08/2026	66410	2296	Lancaster Youth Football	100-21000-000-000	400.00- V
10/26	10/07/2026	66561	158	CAROL GLEICHAUF	150-21000-000-000	8.95
10/26	10/07/2026	66562	668	MHTC-MH	150-21000-000-000	1,514.88
10/26	10/07/2026	66563	851	RULE CONSTRUCTION LTD	430-21000-000-000	86,234.60
10/26	10/07/2026	66564	851	RULE CONSTRUCTION LTD	160-21000-000-000	157,168.04
10/26	10/08/2026	66565	668	MHTC-MH	100-21000-000-000	299.74
10/26	10/12/2026	66566	36	AMAZON CAPITAL SERVICES	150-21000-000-000	139.90
10/26	10/12/2026	66567	2187	Arcadia Books	150-21000-000-000	15.16
10/26	10/12/2026	66568	1538	AT&T MOBILITY	200-21000-000-000	858.84
10/26	10/12/2026	66569	2265	Children's Plus Inc	150-21000-000-000	14.99
10/26	10/12/2026	66570	195	CITY OF DODGEVILLE WATER UTILITY	200-21000-000-000	3,834.35
10/26	10/12/2026	66571	274	DEMCO	150-21000-000-000	704.22
10/26	10/12/2026	66572	1592	DENNIS J MARKLEIN	150-21000-000-000	650.00
10/26	10/12/2026	66573	1984	Jan Kieslich-Janes	150-21000-000-000	52.09
10/26	10/12/2026	66574	2265	Libraria	150-21000-000-000	1,539.02
10/26	10/12/2026	66575	671	MICHAEL FREDERICK	150-21000-000-000	50.00
10/26	10/12/2026	66576	1830	Playaway Products LLC	150-21000-000-000	363.69
10/26	10/12/2026	66577	794	PROQUEST LLC	150-21000-000-000	1,952.11
10/26	10/12/2026	66578	123	BOBS ELECTRIC	160-21000-000-000	1,899.00
10/26	10/12/2026	66579	2235	Henricksen & Company Inc	160-21000-000-000	20,410.33
10/26	10/12/2026	66580	1685	HGA	160-21000-000-000	1,457.00
10/26	10/12/2026	66581	2131	Yerges Van Liners Inc	160-21000-000-000	12,464.00
10/26	10/12/2026	66582	1538	AT&T MOBILITY	100-21000-000-000	347.00
10/26	10/12/2026	66583	195	CITY OF DODGEVILLE WATER UTILITY	100-21000-000-000	196.41
10/26	10/12/2026	66584	195	CITY OF DODGEVILLE WATER UTILITY	100-21000-000-000	97.61
10/26	10/14/2026	66585	763	CONWAY SHIELDS	100-21000-000-000	273.68
10/26	10/14/2026	66586	1823	Elan Financial Services	300-21000-000-000	2,053.11
10/26	10/14/2026	66587	1823	Elan Financial Services	100-21000-000-000	3,444.25
10/26	10/14/2026	66588	1823	Elan Financial Services	100-21000-000-000	4,484.63
10/26	10/20/2026	66590	2149	3C Inspect LLC	100-21000-000-000	2,210.40
10/26	10/20/2026	66591	27	ALERT-ALL CORP	100-21000-000-000	1,544.00
10/26	10/20/2026	66592	36	AMAZON CAPITAL SERVICES	100-21000-000-000	3,133.25
10/26	10/20/2026	66593	1337	BADGER METER	200-21000-000-000	279.60
10/26	10/20/2026	66594	85	BADGER WELDING SUPPLIES INC	100-21000-000-000	60.00
10/26	10/20/2026	66595	94	BARD MATERIALS	100-21000-000-000	622.68
10/26	10/20/2026	66596	1776	Blain's Farm & Fleet	100-21000-000-000	590.91
10/26	10/20/2026	66597	1268	BLAKE WEIER	100-21000-000-000	40.00
10/26	10/20/2026	66598	128	BOUND TREE MEDICAL LLC	100-21000-000-000	1,889.68
10/26	10/20/2026	66599	1778	Brennum, David S	100-21000-000-000	40.00
10/26	10/20/2026	66600	2113	Cant Qit Basketball Training	100-21000-000-000	200.00
10/26	10/20/2026	66601	188	CINTAS CORPORATION #446	100-21000-000-000	50.87
10/26	10/20/2026	66602	763	CONWAY SHIELDS	100-21000-000-000	3,156.43
10/26	10/20/2026	66603	229	CT LABORATORIES	300-21000-000-000	1,230.00
10/26	10/20/2026	66604	976	Cvikota Company	100-21000-000-000	3,086.58
10/26	10/20/2026	66605	297	DODGEVILLE ELECTRIC	100-21000-000-000	80.00
10/26	10/20/2026	66606	1978	Dodgeville Veterinary Service SC	100-21000-000-000	35.62
10/26	10/20/2026	66607	311	DONS TIRE INC	100-21000-000-000	796.00
10/26	10/20/2026	66608	2252	Enrollware Software	100-21000-000-000	119.00
10/26	10/20/2026	66609	346	ENVIRONMENTAL SYSTEMS RESEARCH INST INC	100-21000-000-000	1,527.00
10/26	10/20/2026	66610	372	FIRST SUPPLY LLC-MADISON	300-21000-000-000	7,790.00
10/26	10/20/2026	66611	427	HALLADA MOTORS INC	200-21000-000-000	1,135.92
10/26	10/20/2026	66612	2001	Hanna Miller	100-21000-000-000	441.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/26	10/20/2026	66613	440	HENNESSEY IMPLEMENT INC	100-21000-000-000	30.71
10/26	10/20/2026	66614	458	IOWA COUNTY HIGHWAY DEPARTMENT	100-21000-000-000	16,610.15
10/26	10/20/2026	66615	1270	IVEY CONSTRUCTION INC	100-21000-000-000	1,023.00
10/26	10/20/2026	66616	468	J & R SUPPLY INC	100-21000-000-000	1,675.00
10/26	10/20/2026	66617	2144	J.F. Ahern Co.	100-21000-000-000	450.00
10/26	10/20/2026	66618	1848	Joseph Pepper	100-21000-000-000	60.00
10/26	10/20/2026	66619	2312	Liberty American Made Solutions	100-21000-000-000	270.00
10/26	10/20/2026	66620	621	LV Labs WW LLC	300-21000-000-000	1,896.00
10/26	10/20/2026	66621	642	MARTELLE WATER TREATMENT INC	200-21000-000-000	1,168.92
10/26	10/20/2026	66622	1544	MEDLINE INDUSTRIES INC.	100-21000-000-000	162.18
10/26	10/20/2026	66623	1913	Midwest Alarm Services	100-21000-000-000	420.00
10/26	10/20/2026	66624	685	MIDWEST METER INC	200-21000-000-000	10,190.46
10/26	10/20/2026	66625	712	Mueller Repair & Graphics	100-21000-000-000	480.00
10/26	10/20/2026	66626	736	NORTHERN LAKE SERVICE INC	200-21000-000-000	189.78
10/26	10/20/2026	66627	746	OREILLY AUTO PARTS	100-21000-000-000	115.94
10/26	10/20/2026	66628	789	PREMIER COOPERATIVE	100-21000-000-000	103.59
10/26	10/20/2026	66629	790	PREMIUM WATERS INC	100-21000-000-000	204.97
10/26	10/20/2026	66630	795	PUBLIC SERVICE COMMISSION OF WI	200-21000-000-000	1,953.87
10/26	10/20/2026	66631	2231	Republic Services #935	100-21000-000-000	22,779.60
10/26	10/20/2026	66632	835	RITCHIE IMPLEMENT INC	100-21000-000-000	410.93
10/26	10/20/2026	66633	851	RULE CONSTRUCTION LTD	100-21000-000-000	2,015.36
10/26	10/20/2026	66634	1783	Shane Groom	100-21000-000-000	20.00
10/26	10/20/2026	66635	912	SOUTHWEST WI TECHNICAL COLLEGE	100-21000-000-000	185.00
10/26	10/20/2026	66636	926	STAPLES ADVANTAGE	100-21000-000-000	417.06
10/26	10/20/2026	66637	950	SWTC	100-21000-000-000	1,000.00
10/26	10/20/2026	66638	1393	TC NETWORKS INC	100-21000-000-000	6,994.19
10/26	10/20/2026	66639	987	THE SHOE BOX LTD	100-21000-000-000	332.50
10/26	10/20/2026	66640	2197	Timmerman A-C Service LLC	300-21000-000-000	444.33
10/26	10/20/2026	66641	1726	TK ELEVATOR CORPORATION	100-21000-000-000	253.90
10/26	10/20/2026	66642	1015	TOP PACK DEFENSE LLC	100-21000-000-000	414.29
10/26	10/20/2026	66643	1046	USA BLUEBOOK	300-21000-000-000	955.05
10/26	10/20/2026	66644	1378	VIERBICHER ASSOCIATES	430-21000-000-000	13,963.42
10/26	10/20/2026	66645	1107	WI STATE LABORATORY OF HYGIENE	200-21000-000-000	33.00
10/26	10/20/2026	66646	1109	WIL-KIL	100-21000-000-000	115.00
10/26	10/20/2026	66647	1147	ZOLL MEDICAL CORPORATION	100-21000-000-000	539.70
10/26	10/20/2026	66648	2149	3C Inspect LLC	300-21000-000-000	116.00
10/26	10/20/2026	66649	2311	AccuVein Inc	160-21000-000-000	13,935.00
10/26	10/20/2026	66650	2028	CentralSquare Technologies LLC	160-21000-000-000	2,687.04
10/26	10/20/2026	66651	2116	Daniels Construction	160-21000-000-000	464,710.24
10/26	10/20/2026	66652	427	HALLADA MOTORS INC	100-21000-000-000	3,505.11
10/26	10/20/2026	66653	1015	TOP PACK DEFENSE LLC	100-21000-000-000	301.49
10/26	10/20/2026	66654	1744	CivicPlus LLC	100-21000-000-000	1,874.25
10/26	10/20/2026	66655	790	PREMIUM WATERS INC	100-21000-000-000	47.96
10/26	10/20/2026	66656	926	STAPLES ADVANTAGE	100-21000-000-000	185.04
10/26	10/20/2026	66657	1393	TC NETWORKS INC	100-21000-000-000	515.00
10/26	10/20/2026	66658	2000	Teamsters Local 120	100-21000-000-000	651.00
10/26	10/20/2026	66659	978	THE DODGEVILLE CHRONICLE INC	100-21000-000-000	605.00
10/26	10/20/2026	66660	982	THE OBRION AGENCY LLC	100-21000-000-000	168.00
10/26	10/20/2026	66661	1093	WI DEPARTMENT OF JUSTICE	100-21000-000-000	14.00
10/26	10/20/2026	66662	1120	WI Department of Revenue	100-21000-000-000	279.97
10/26	10/20/2026	66663	1098	WI Department of Revenue - Sales Tax	100-21000-000-000	948.28
10/26	10/10/2026	700490	1397	DEERE CREDIT INC	160-21000-000-000	2,675.38
10/26	10/07/2026	700502	13	ADP INC	100-21000-000-000	286.00
10/26	10/07/2026	700503	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	200-21000-000-000	78.41
10/26	10/07/2026	700504	1975	Zift Systems	200-21000-000-000	17.50
10/26	10/09/2026	700505	1374	RECDESK LLC	100-21000-000-000	205.99
10/26	10/09/2026	700506	926	STAPLES ADVANTAGE	100-21000-000-000	150.08

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/26	10/12/2026	700507	1328	GFC Leasing WI	300-21000-000-000	166.86
10/26	10/12/2026	700508	408	GORDON FLESCH CO INC	150-21000-000-000	141.08
10/26	10/12/2026	700509	1308	KWIK TRIP INC - CREDIT DEPT	100-21000-000-000	6,443.62
10/26	10/12/2026	700510	408	GORDON FLESCH CO INC	100-21000-000-000	28.98
10/26	10/12/2026	700511	1308	KWIK TRIP INC - CREDIT DEPT	100-21000-000-000	1,649.61
10/26	10/14/2026	700512	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	100-21000-000-000	4,504.87
10/26	10/20/2026	700513	408	GORDON FLESCH CO INC	100-21000-000-000	8.87
10/26	10/20/2026	700514	1378	VIERBICHER ASSOCIATES	160-21000-000-000	13,997.50
Grand Totals:						940,812.49

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-21000-000-000	560.08	110,133.54-	109,573.46-
100-21550-000-000	651.00	.00	651.00
100-24213-000-000	871.16	.00	871.16
100-24214-000-000	87.12	.00	87.12
100-44310-000-000	14.00	.00	14.00
100-46740-000-000	205.99	.00	205.99
100-48000-000-000	.00	10.00-	10.00-
100-51300-000-000	52.44	.00	52.44
100-51410-390-000	75.94	.00	75.94
100-51420-325-000	109.00	.00	109.00
100-51420-390-000	604.77	.00	604.77
100-51530-210-100	279.97	.00	279.97
100-51600-340-000	325.54	.00	325.54
100-51710-224-000	197.86	.00	197.86
100-51710-226-000	303.14	.00	303.14
100-51710-240-000	4,994.32	.00	4,994.32
100-51710-310-000	2,476.63	.00	2,476.63
100-51710-315-000	246.00	.00	246.00
100-51710-390-000	720.00	.00	720.00
100-51900-345-000	605.00	.00	605.00
100-52100-180-000	301.49	.00	301.49
100-52100-210-000	415.08	.00	415.08
100-52100-224-000	347.00	.00	347.00
100-52100-226-000	196.41	.00	196.41
100-52100-240-000	193.70	.00	193.70
100-52100-325-000	3,964.69	.00	3,964.69
100-52100-326-000	163.86	.00	163.86
100-52100-340-000	14.99	.00	14.99
100-52100-385-000	35.62	.00	35.62
100-52100-410-000	1,106.05	.00	1,106.05
100-52100-720-000	60.00	.00	60.00
100-52200-215-000	107.98	.00	107.98
100-52200-224-000	144.45	.00	144.45
100-52200-226-000	150.18	.00	150.18
100-52200-340-000	540.76	.00	540.76
100-52200-400-000	3,721.70	.00	3,721.70
100-52200-410-000	335.33	.00	335.33
100-52200-610-000	1,544.00	.00	1,544.00
100-52300-175-000	276.99	.00	276.99
100-52300-210-000	722.37	.00	722.37

GL Account	Debit	Credit	Proof
100-52300-215-000	2,978.60	.00	2,978.60
100-52300-224-000	748.47	.00	748.47
100-52300-226-000	115.13	.00	115.13
100-52300-310-000	462.09	.00	462.09
100-52300-325-130	70.65	.00	70.65
100-52300-325-140	1,000.00	.00	1,000.00
100-52300-345-000	3,212.81	.00	3,212.81
100-52300-400-000	44.09	.00	44.09
100-52300-410-000	807.22	.00	807.22
100-52300-500-000	273.68	.00	273.68
100-52300-720-000	564.97	150.08-	414.89
100-52300-800-000	3,156.43	.00	3,156.43
100-52400-224-000	39.34	.00	39.34
100-52400-390-000	2,210.40	.00	2,210.40
100-53100-300-000	130.11	.00	130.11
100-53110-210-000	1,527.00	.00	1,527.00
100-53230-390-000	395.06	.00	395.06
100-53240-390-000	1,862.90	.00	1,862.90
100-53410-390-000	1,007.68	.00	1,007.68
100-53420-390-000	4,504.87	.00	4,504.87
100-53440-390-000	622.68	.00	622.68
100-53620-390-000	12,519.52	.00	12,519.52
100-53630-210-000	10,260.08	.00	10,260.08
100-54910-224-000	64.99	.00	64.99
100-54910-226-000	201.09	.00	201.09
100-54910-340-000	488.07	.00	488.07
100-54910-400-000	796.00	.00	796.00
100-54910-410-000	901.91	.00	901.91
100-55170-000-000	1,874.25	.00	1,874.25
100-55200-224-000	112.11	.00	112.11
100-55200-226-000	665.82	.00	665.82
100-55200-400-000	106.29	.00	106.29
100-55200-410-000	1,649.61	.00	1,649.61
100-55200-600-000	4,792.94	.00	4,792.94
100-55200-615-000	103.59	.00	103.59
100-55300-190-000	3,649.00	.00	3,649.00
100-55300-200-000	130.83	.00	130.83
100-55300-220-000	129.00	.00	129.00
100-55300-300-000	53.72	.00	53.72
100-55300-600-000	342.37	400.00-	57.63-
100-55420-300-000	15.00	.00	15.00
100-55420-320-000	747.49	.00	747.49
100-57330-000-000	17,633.15	.00	17,633.15
150-21000-000-000	.00	6,029.17-	6,029.17-
150-55115-222-000	140.95	.00	140.95
150-55115-223-000	68.38	.00	68.38
150-55115-224-000	97.79	.00	97.79
150-55115-311-000	838.36	.00	838.36
150-55115-321-000	1,649.41	.00	1,649.41
150-55115-322-000	39.91	.00	39.91
150-55115-323-000	363.69	.00	363.69
150-55115-328-000	1,952.11	.00	1,952.11
150-55115-361-000	73.59	.00	73.59
150-55115-391-000	50.80	.00	50.80
150-55115-392-000	650.00	.00	650.00
150-55115-394-000	104.18	.00	104.18
160-21000-000-000	.00	691,403.53-	691,403.53-

GL Account	Debit	Credit	Proof
160-57140-000-000	84,533.84	.00	84,533.84
160-57210-000-000	2,687.04	.00	2,687.04
160-57230-810-000	13,935.00	.00	13,935.00
160-57330-000-000	86,631.70	.00	86,631.70
160-57610-000-000	500,940.57	.00	500,940.57
160-58100-000-000	2,675.38	.00	2,675.38
200-18115-000-346	10,190.46	.00	10,190.46
200-21000-000-000	.00	17,844.81-	17,844.81-
200-53700-000-408	1,953.87	.00	1,953.87
200-53700-000-903	37.97	.00	37.97
200-53700-622-000	78.41	.00	78.41
200-53700-623-000	499.64	.00	499.64
200-53700-631-000	1,168.92	.00	1,168.92
200-53700-632-000	278.26	.00	278.26
200-53700-641-000	256.67	.00	256.67
200-53700-651-000	1,007.68	.00	1,007.68
200-53700-653-000	279.60	.00	279.60
200-53700-660-000	1,761.22	.00	1,761.22
200-53700-681-000	314.61	.00	314.61
200-53700-689-000	17.50	.00	17.50
300-21000-000-000	.00	15,763.50-	15,763.50-
300-53600-000-827	1,570.31	.00	1,570.31
300-53600-000-828	1,278.95	.00	1,278.95
300-53600-000-831	8,350.33	.00	8,350.33
300-53600-000-833	24.49	.00	24.49
300-53600-000-834	1,105.64	.00	1,105.64
300-53600-000-851	307.78	.00	307.78
300-53600-000-852	3,126.00	.00	3,126.00
430-21000-000-000	.00	100,198.02-	100,198.02-
430-56700-000-000	86,234.60	.00	86,234.60
430-56710-000-000	13,963.42	.00	13,963.42
Grand Totals:	941,932.65	941,932.65-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account

Debit

Credit

Proof

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
GENERAL FUND								
Total GENERAL FUND:					109,973.46	109,973.46		
SPECIAL PURPOSE LIBRARY FUND								
Total SPECIAL PURPOSE LIBRARY FUND:					6,029.17	6,029.17		
CAPITAL PROJECT FUND								
Total CAPITAL PROJECT FUND:					691,403.53	691,403.53		
WATER								
Total WATER:					17,844.81	17,844.81		
SEWER								
Total SEWER:					15,763.50	15,763.50		
TIF 3								
Total TIF 3:					100,198.02	100,198.02		
Grand Totals:					941,212.49	941,212.49		

Dated: _____

Mayor: _____

City Council: _____

Clerk/Treasurer: _____

CITY OF DODGEVILLE

Payroll Register - Detail - by Name

Page: 27

Check Issue Dates: 10/16/2026 - 10/16/2026

Oct 16, 2026 7:20AM

GL Account	Debit	Credit	GL Account	Debit	Credit
100-53230-390-000	988.00	.00	100-53410-110-000	2,178.29	.00
100-53413-110-000	1,568.38	.00	100-53620-110-000	2,363.60	.00
100-53640-110-000	1,210.86	.00	100-54910-110-000	4,333.90	.00
100-55200-110-000	5,506.65	.00	100-55300-110-000	2,262.71	.00
100-55420-110-000	469.26	.00	150-55115-110-000	12,421.60	.00
200-53700-600-000	34.18	.00	200-53700-630-000	930.21	.00
200-53700-640-000	4,145.93	.00	200-53700-652-000	180.99	.00
200-53700-653-000	34.18	.00	200-53700-680-000	2,192.24	.00
200-53700-680-100	1,120.40	.00	200-53700-686-000	230.72	.00
300-53600-000-831	981.94	.00	300-53600-000-832	582.69	.00
300-53600-000-834	4,260.26	.00	300-53600-000-840	3,312.64	.00
300-53600-000-850	145.27	.00	999-10001-000-000	.00	91,957.08-
Totals:				134,503.25	134,503.25-

10/11/2026 Fund Summary

Fund	Debit	Credit	Fund	Debit	Credit	Fund	Debit	Credit
100	103,930.00	42,546.17-	150	12,421.60	.00	200	8,868.85	.00
300	9,282.80	.00	999	.00	91,957.08-			
Totals:							134,503.25	134,503.25-

RECREATION DEPARTMENT REPORT

OCTOBER 2026

Programs Taking Place

- Tiny Hoops (6 parent/child duos)
- Kids Yoga (9 participants)
- Ninja Tots (11 participants)
- Basketball Training (4 participants)
- After School Art (8 participants)
- Kids Painting (13 participants)
- Gymnastics – Fall Session (168 participants)

What I Have Been Up To

- Worked on Annual Pool Report to present to Parks and Recreation Commission as well as City Council. Looking forward to doing this each year to reflect, grow and continue to improve.
- I ran my Ninja Tots program the last 4 weeks, which was super fun!
- I am currently running my parent and child basketball program named Tiny Hoops during the month of October. It's been fun to see what the participants are into and not into.
- Finalizing Winter and Spring Activities Guide. Registration will open the first week in November for winter and spring activities.
- I am exploring some options on potentially doing mailers for my activity guide to try to reach more people in our community who may not receive the paper or be active on social media.
- Our next Parks and Recreation Commission meeting is on October 28th. You will see some decisions we have made as recommendations to Council from our last meeting in regard to some park improvements. At the October meeting, we plan to discuss and work through some details on the City Hall Multipurpose space and look forward to bringing some recommendations to Council.
- Our Pool Fundraising Team met and are currently planning an Arts and Crafts Fair to be held at the City Hall Multipurpose Space on May 1st. Vendor registration is currently open, so if you know of any crafters who might want to join us on May 1st send them our way!
- I sent a donation request to Upland Hills Health who has agreed to donate towards our Financial Assistance program which opens the opportunity to more people in our area to be able to participate in recreation programs and activities. Thank you to Upland Hills Health!

CITY OF DODGEVILLE

GARY C. COMER POOL REPORT 2026 SEASON

Making Waves in Our Community



RECREATION DIRECTOR MESSAGE

Gary C. Comer Pool is more than a place to cool off on a summer day. It provides opportunities for patrons to learn important water safety skills, families to spend time together, young people to gain valuable work experience, and our community to come together. Each summer, our pool becomes a place where memories are made—and that is something truly special.

This season would not have been possible without the dedication of our seasonal staff, the support of our City team, and the many community members and volunteers who continue to invest in Comer Pool. Your support has helped us make meaningful improvements to the facility and continue working toward a stronger future for our pool.

As we look ahead, we are excited about what is still to come. There are always opportunities to improve, grow, and find new ways to make Comer Pool an even better place for our community.

Thank you to everyone who helped make the 2026 season a success!

Megan James

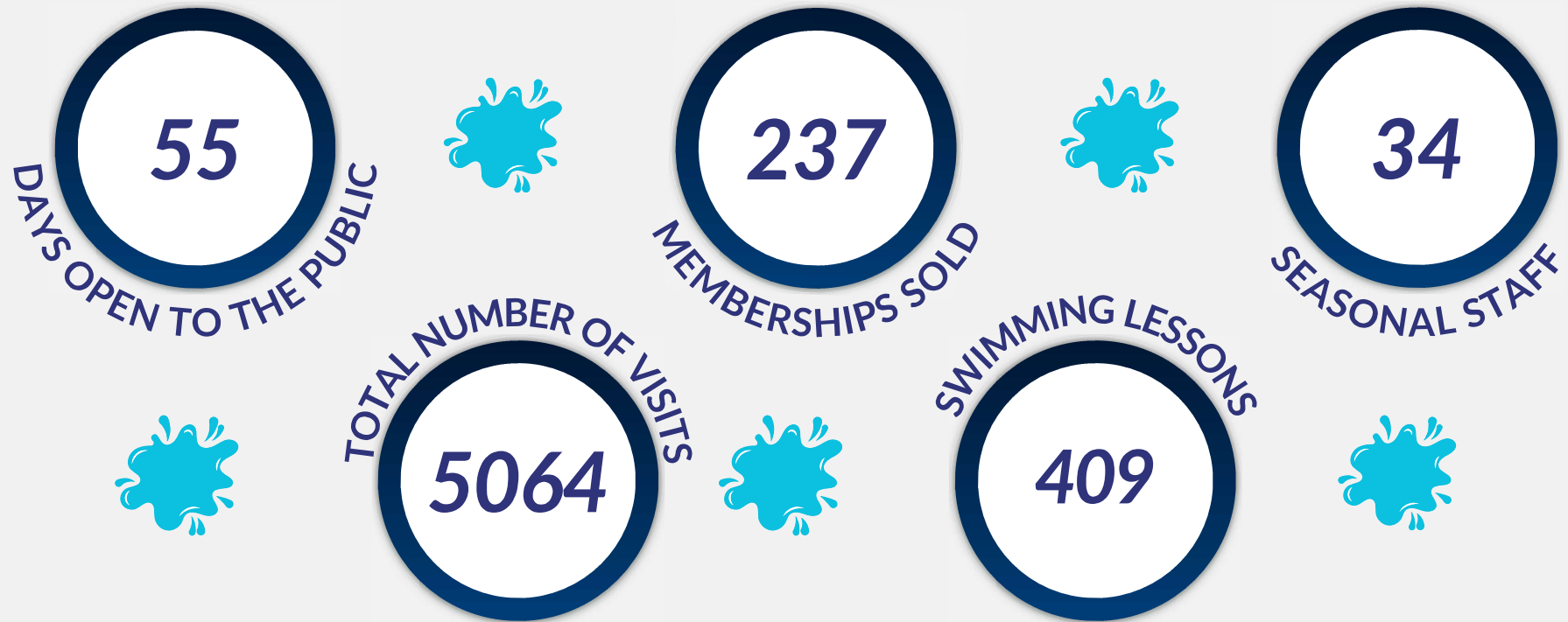
Recreation Director

City of Dodgeville Recreation Department



YEAR AT A GLANCE

2026 POOL SEASON



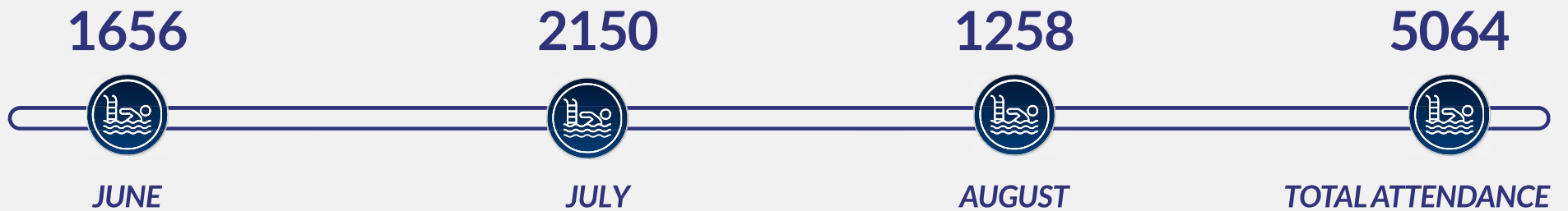
 dodgevillewi.gov

 rec@dodgevillewi.gov

 501 S Dacotah Street, Dodgeville, WI

NUMBERS BEHIND THE WAVES

ATTENDANCE THIS YEAR



NUMBERS BEHIND THE WAVES

POOL PASS MEMBERSHIPS

NUMBER POOL PASSES SOLD				
	2023	2024	2025	2026
Student Pool Pass	74	61	75	58
Adult Pool Pass	31	16	22	32
Senior Pool Pass	45	33	41	38
Family Pool Pass	156	165	154	155
Total Number of Passes Sold	306	275	292	283

FACILITY USE

POOL SCHEDULE

POOL SEASON

This year's pool season was June 1-August 29

JUNE/JULY

- 8:15-9:00 AM | *Water Exercise / Lap Swim (Mon-Fri)*
- 9:15-10:15 AM | *Swim Team Practice (Mon-Fri)*
- 10:20-1:00 PM | *Swim Lessons (Mon-Thurs)*
- 12:30-7:00 PM | *Open Swim (Mon-Sun)*
- 6:30-7:30 PM | *Evening Swim Team Practice (Mon-Fri)*



AUGUST

- 8:15-9:00 AM | *Water Exercise / Lap Swim (Mon-Fri)*
- 11:30 AM-5:30 PM | *Open Swim (Mon-Thurs)*
- 5:30-7:30 PM | *Evening Swim Lessons*
- 12:30-7:00 PM | *Open Swim (Fri-Sun)*

FACILITY USE

PROGRAMS AND EVENTS

POOL RENTALS

- There were four private pool rentals this year.

SWIM LESSONS

- Session 1 (6/8-6/18): 85 participants
- Session 2 (6/22-7/2): 63 participants
- Session 3 (7/6-7/16): 55 participants
- Session 4 (7/20-7/30): 61 participants
- Session 5 (7/27-8/6 EVENING): 84 participants
- Session 6 (8/10-8/20 EVENING): 61 participants



SPECIAL EVENTS

- Summer Kick-Off Party
- August Fundraiser
- Dance Under the Stars
- Junior Lifeguard - NEW in 2026
- Paws Paddle

SWIM TEAM

DOLPHINS SWIM TEAM 2026

82

NUMBER OF SWIMMERS

COACHES

- Head Coach: Anna Hoffman
- Assistant Coaches: Crystal Lockard, Isabelle Crubaugh-Lockard, Ella Hoffman and Gabrielle Kinney



2027 NEEDS

- Starting blocks for swimmers
- Swim lane lines
- Sound system

HIGHLIGHTS

- Permanent record board posted at the pool
- Pool staff worked concessions vs volunteers
- Additional Assistant Coach

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 501 S Dacotah Street, Dodgeville, WI

STAFF

2026 STAFF

- Pool Manager: Alisa McIntosh
- Pool Maintenance: Steve Jewell
- Head Guards: 6
- Lifeguards: 19
- Front desk/admissions: 4
- Substitutes for Lessons and Front Desk: 4

I like working at Comer Pool because...

- *My coworkers make it fun and give me something to look forward to*
- *I like how I get to be outside and feel involved in the community*
- *I enjoy interacting with patrons*
- *The environment and the coworkers who have become friends*



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 rec@dodgevillewi.gov

 501 S Dacotah Street, Dodgeville, WI

COMMUNITY SUPPORT

POOL FUNDRAISING TEAM

HELPING FUND POOL AND FACILITY IMPROVEMENTS

2026 TOTAL REVENUE

\$2,481.75

COMMUNITY PARTNERS

- Culver's of Dodgeville
- Upland Hills Health
- Dino's Bar and Grill
- Local families

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 rec@dodgevillewi.gov

OUR TEAM

- Melissa Brennum
- Kristyn Jungbluth
- Alisa McIntosh, Pool Manager
- Megan James, Recreation Director

EVENTS

- Culver's Share Days
- August Fundraiser Event
- Arts and Craft Fair - May 1, 2027

 501 S Dacotah Street, Dodgeville, WI

REFLECTION

SEASON AS A WHOLE

What Went Well

- Our seasonal staff created a positive environment for patrons, were outgoing and responsive to criticism and feedback.
- Dodgeville EMS trained our staff for CPR this year which was a great addition to keeping our staff.
- Community Partnerships such as Upland Hills Health helping provide educational signage at our facility.
- New this year, we were able to scan pool passes so that helped speed up admissions.

Challenges

- Weather is always a challenge, but seemed to be extra challenging on event days this year.
- Evening swim tends to be little to no attendance
- Aging facility

2027 Changes/Goals

- 8 pool rentals for private parties
- Sell 300 pool passes for the season
- Pool Manager host certification classes pre-season
- Increase attendance, especially later in the day

FINANCIAL OVERVIEW

2026 POOL SEASON

Revenue	2025 Actual	2026 Actual (as of 10.14.26)	2026 Budget
Swimming Pool	\$ 71,396.20	\$ 67,801.10	\$ 77,800.00
Swim Team	\$ 8,337.56	\$ 3,699.50	\$ 8,400.00
Expenditures	2025 Actual	2026 Actual (as of 10.14.26)	2026 Budget
Swimming Pool	\$ 140,373.00	\$ 139,222.70	\$ 148,675.00
Swim Team	\$ 7,175.46	\$ 11,152.29	\$ 11,900.00
Totals	2025 Actual	2026 Actual (as of 10.14.26)	2026 Budget
Revenue	\$ 79,733.76	\$ 71,500.60	\$ 86,200.00
Expenditures	\$ 147,548.46	\$ 150,374.99	\$ 160,575.00

FACILITY IMPROVEMENTS

MAKING WAVES IN 2027

Completed This Year

- Permanent Shade Structure
- Added two poolside picnic tables
- Added changing stalls in the Men's Locker Room
- Reconstructed the shower ceilings and added new fixtures in both Men's and Women's Locker Rooms
- Additional shade for the pool deck is in progress per our 2026 project plans, *but has not yet been completed.*

Further Pool Needs for 2027

- Resurface the floors in bath house
- Paint bath house walls and lobby
- Pool Pump system needs some work
- Need at least 3 new swim lanes
- Need new starting blocks for Swim Team competitions
- Additional upright seating for pool deck
- Additional pool shade for pool deck (*in progress with 2026 project plans*)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-150742-1
9/1/2026 12:54 PM
10/27/2026

Client:

City of Dodgeville, WI

Bill To:

DODGEVILLE CITY, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Abigail Scott		abigail.scott@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	CivicPlus Payments	CivicPlus Payments to be applied to product	USD 0.00
1.00	Terminal Ingenico Lane 3600	Terminal Ingenico Lane 3600	USD 610.00
1.00	Recreation Management Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access	USD 1,838.00
2.00	Recreation Management Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	USD 1,500.00
1.00	Recreation Management Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	USD 750.00
1.00	Recreation Management Virtual Training (2 Hour Block)	Training (Virtual) - up to 2 hours	USD 375.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	CivicPlus Payments - Merchant Fees (MFTCPA)	Per Tran .30 ACH 1% ACH Max \$5 ACH Reject \$15 CC 3% AMEX 3.5% Dispute \$15	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Terminal Support Annual Fee	Terminal Service Annual Fee -Per Terminal	USD 120.00
1.00	Recreation Management Annual Fee	Recreation Management Annual Fee	USD 3,500.00

Total Investment - Initial Term	USD 8,693.00
Annual Recurring Services (Subject to Uplift)	USD 3,620.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-150742-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Iowa County Humane Society (ICHS) 2027 Stray and Abandoned Dog Contract for Services

Municipality Information

Municipality: City of Dodgeville _____

Municipality Contact: _____

Contact Email: _____

Contact Phone Number: _____

ICHS will inform the municipality contact by email of the intake of any dog. Notification will include finder information, location where the animal was found, and animal details.

Fees

City of Dodgeville agrees to prepay in the amount of \$10,000 for the 2027 contract year. (This is not a separate fee for each contract.)

Check the appropriate box below:

☐ We agree to contract with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned dogs in our municipality for the period of January 1, 2027 – December 31, 2027.

***Take note that ICHS will no longer be offering the option of prior authorization for the intake of an animal. ***

☐ We WILL NOT be contracting with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned dogs in our municipality for the period of January 1, 2027 – December 31, 2027.

If you **are not** contracting with ICHS, provide a contact person below. This will be given to any finder who contacts ICHS about a stray or abandoned dog in your municipality, for instruction on what to do with the animal.

Contact Person: _____ Phone Number: _____

By signing below, the Municipality acknowledges that it has read, understands, and agrees to the terms and conditions of this Agreement.

Name of Municipality Representative: _____

Signature of Municipality Representative: _____ Date: _____

Iowa County Humane Society
305 County Rd YZ
PO Box 195
Dodgeville, WI 53533
608-935-1381
office@ichs.net

Section VI. Item #9.

**Iowa County Humane Society (ICHS)
2027 Stray and Abandoned Cat Contract for Services**

Municipality Information

Municipality: City of Dodgeville _____

Municipality Contact: _____

Contact Email: _____

Contact Phone Number: _____

ICHS will inform the municipality contact by email of the intake of any cat. Notification will include finder information, location where the animal was found, and animal details.

Fees

City of Dodgeville agrees to prepay in the amount of \$10,000 for the 2027 contract year. (This is not a separate fee for each contract.)

Check the appropriate box below:

☐ We agree to contract with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned cats in our municipality for the period of January 1, 2027 – December 31, 2027.

***Take note that ICHS will no longer be offering the option of prior authorization for the intake of an animal. ***

☐ We WILL NOT be contracting with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned cats in our municipality for the period of January 1, 2027 – December 31, 2027.

If you **are not** contracting with ICHS, provide the contact person below. This will be given to any finder who contacts ICHS about a stray or abandoned cat in your municipality, for instruction on what to do with the animal.

Contact Person: _____ Phone Number: _____

**The Iowa County Humane Society will not accept cats
deemed to be feral as defined below, as we cannot safely handle them.**

Definitions: A feral cat is one that is unsocialized to humans, shows extreme fear or avoidance of handling, and cannot safely be touched or handled by shelter staff or caregivers. Feral cats live and behave as free-roaming animals in their environment, surviving independently of humans.

This definition aligns with the ASPCA's Position Statement on Community Cats and University of Wisconsin Shelter Medicine guidance distinguishing feral cats (unsocialized) from strays (socialized).

By signing below, the Municipality acknowledges that it has read, understands, and agrees to the terms and conditions of this Agreement.

Name of Municipality Representative: _____

Signature of Municipality Representative: _____ Date: _____



Capital Improvement Plan 2027-2036 Street & Utility Summary City of Dodgeville											
Priority Score	Pavement Condition	Volume Rating	Pavement Year	On Route	At Route	Toward Route	Section Length (ft.)	Sanitary Sewer Priority	WM Priority	Storm Sewer Priority	Total Project Cost Estimate
2027											
7.75	3	3	1982	CTH CH	Virginia Ct	N Johnson St	634	7.75	8.63	5.50	\$ 605,153.00
7.33	3	3	1982	CTH CH	N Johnson St	N Lindsey St	317	8.75	5.50	5.50	\$ 302,576.50
6.68	3	3	1982	CTH CH	N Lindsey St	N Douglas St	422	5.50	5.50	5.50	\$ 404,921.58
6.65	3	3	2000	CTH CH	N Montgomery St	StH 23	264	8.75	3.25	3.25	\$ 253,315.87
5.95	6	3	1982	CTH CH	N Level St	N Main St	370	8.75	5.50	2.25	\$ 358,976.67
5.63	6	3	1982	CTH CH	N Douglas St	N Level St	739	5.50	5.50	5.50	\$ 719,055.40
5.36	6	3	1975	CTH CH	Survey Rd	Virginia Ct	264	4.63	4.63	6.38	\$ 257,630.10
5.24	6	3	1975	CTH CH	N Main St	N Montgomery St	317	6.38	2.25	6.38	\$ 309,351.29
8.63	1	2	1962	DOUGLAS ST S	W Walnut St	W Fountain St	370	8.00	9.88	8.00	\$ 353,165.00
7.90	2	2	1962	DOUGLAS ST S	W Fountain St	CTH CH	370	8.00	8.00	8.00	\$ 353,165.00
							4067				\$ 3,917,310.41
2028											
8.35	2	2	1960	DODGE ST E	N Main St	N Union St	792	8.25	9.88	8.25	\$ 755,964.00
							792				\$ 755,964.00
2029											
7.13	3	3	1982	CHAPEL ST W	Virginia Ct	N Johnson St	486	7.75	5.50	5.50	\$ 656,495.14
6.68	3	3	1982	CHAPEL ST W	W Washington St	Virginia Ct	2165	5.50	5.50	5.50	\$ 2,077,382.02
6.58	3	3	1982	CHAPEL ST W	W North St	W Washington St	370	5.25	5.25	5.50	\$ 355,026.03
							3221				\$ 3,088,903.18
2030											
8.25	3	3	1962	CHAPEL ST W	N Johnson St	N Douglas St	792	8.75	8.88	8.00	\$ 755,964.00
8.34	3	3	1955	CHAPEL ST W	N Douglas St	N Level St	950	8.75	8.88	8.88	\$ 939,550.00
7.51	3	3	1977	CHAPEL ST W	N Level St	N Main St	370	8.75	6.13	6.13	\$ 353,165.00
6.44	4	3	1997	CHAPEL ST W	N Main St	N Montgomery St	264	8.75	3.75	3.63	\$ 254,697.38
							2376				\$ 2,303,376.38
2031											
6.68	2	2	1962	UNION ST S	E Walnut St	E Fountain St	370	8.75	1.13	8.00	\$ 355,026.03
7.98	3	2	1962	UNION ST S	E Clarence St	E Walnut St	370	8.75	9.38	8.00	\$ 353,165.00
7.70	3	2	1962	UNION ST S	E Valley St	E Clarence St	264	8.75	8.00	8.00	\$ 251,988.00
							1004				\$ 960,179.03
2032											
7.18	3	2	1968	SPRING ST W	Tower Ct	N Douglas St	422	7.25	7.25	7.25	\$ 403,849.78
7.18	3	2	1968	SPRING ST W	N Johnson St	Tower Ct	422	7.25	7.25	7.25	\$ 403,849.78
6.86	3	2	1973	SPRING ST W	N Douglas St	N Douglas St	106	6.63	6.63	6.63	\$ 101,177.00
6.86	3	2	1973	SPRING ST W	N Bequette St	N Main St	106	6.63	6.63	6.63	\$ 101,440.94
6.86	3	2	1973	SPRING ST W	N Level St	N Bequette St	317	6.63	6.63	6.63	\$ 303,365.83
6.86	3	2	1973	SPRING ST W	N Douglas St	N Level St	634	6.63	6.63	6.63	\$ 606,731.66
							2007				\$ 1,920,414.99
2033											
6.85	3	2	1978	VIRGINIA CT	W Merrimac St	W Chapel St	264	7.50	6.00	6.00	\$ 252,645.36
8.20	2	2	1958	MERRIMAC ST W	Virginia Ct	N Johnson St	634	8.75	8.50	8.50	\$ 605,153.00
7.11	3	2	1969	LINDSEY ST S	W Fountain St	CTH CH	370	7.13	7.13	7.13	\$ 353,165.00
							1268				\$ 1,210,963.36
2034											
8.33	2	2	1962	LINN ST S	E Parry St	E Valley St	370	8.75	9.38	8.00	\$ 353,165.00
8.05	2	2	1962	CHURCH ST E	N Main St	N Union St	845	8.75	8.00	8.00	\$ 806,552.50
							1215				\$ 1,159,717.50
2035											
7.70	3	2	1962	MADISON ST E	Short Ave	N Francis St	158	8.75	8.00	8.00	\$ 150,811.00
7.70	3	2	1962	MADISON ST E	N Francis St	N Union St	211	8.75	8.00	8.00	\$ 201,399.50
7.70	3	2	1962	MADISON ST E	W Madison St	Short Ave	370	8.75	8.00	8.00	\$ 353,165.00
							739				\$ 705,375.50
2036											
4.89	4	2	1999	LEFFLER RD	N Johns St	Bea Ann Dr	898	3.38	3.38	3.38	\$ 432,877.03
4.89	4	2	2000	LEFFLER RD	N Johns St	Bea Ann Dr	686	3.38	3.38	3.38	\$ 330,683.34
4.83	4	2	2000	LEFFLER RD	Bea Ann Dr	Lisa St	780	3.25	3.25	3.25	\$ 375,995.64
4.83	4	2	2000	LEFFLER RD	Lisa St	Bennett Rd	1226	3.25	3.25	3.25	\$ 590,988.01
							3590				\$ 1,730,544.02

CITY OF DODGEVILLE
ZONING CHANGE APPLICATION

Section VI. Item #11.

Reference Chapter 17.12 & 17.34

DATE: 09-2-2026

TO: PLAN COMMISSION OF THE CITY OF DODGEVILLE

OWNER: PHILIP LEY ADDRESS: 800 E. NORTH ST
DODGEVILLE, WI 53533

I would like to request a zoning change for my property located at:

Present Zoning is: 216-1078
??? B-H

Requesting Zoning change to: ??? FROM B-H TO R1

The property will be used for:

216-1078 TO R1
AMENDMENT

Legal description of property:

216-1078

Names and addresses of adjacent and abutting owners:

FEE: \$500 Fee Can be Paid online at <https://dodgevillewi.ourcommunityconnect.com/> or submit payment to City Hall

AMENDMENT

Signature of Applicant: Philip A. Ley
Address of Applicant: 800 E. NORTH ST 53533
Signature of Property Owner: Philip A. Ley

The Applicant or his/her agent must appear at the hearing

General procedure: 1. The Plan Commission will hold a public hearing per State Statute 62.23(7), and within 60 days, make a recommendation to the Common council to approve, deny or modify the request.

At a meeting subsequent to the Plan Commission hearing and recommendation, the Common Council shall vote on the passage of the proposed change or amendment.

If neighbors as defined in 17.30(6) protest the change or amendment, the vote by the council to approve the change must be by 3/4 of the Council members voting.

If the change or amendment is denied, no similar petition can be submitted for one year.



Proposed Rezoned Properties

DISCLAIMER: No guarantee in the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 400'

Print Date: 6/11/20

VACATION OF PARK DEDICATION
PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT

This “Agreement” made and entered into this ____ day of _____, 2026, by and between Diamond Oak Properties LLC (“Developer”) and the City of Dodgeville, Iowa County, Wisconsin (“City”).

RECITALS:

WHEREAS, Developer is developing Diamond Oaks in the City of Dodgeville, Iowa County, Wisconsin; and

WHEREAS, Developer’s predecessor in interest dedicated Lot 31 of the Plat of Diamond Oaks, City of Dodgeville, Iowa County, Wisconsin to the City for park purposes; and

WHEREAS, Developer wishes to vacate the dedication of Lot 31 for park purposes and dedicate Lots 39 and 40 of the Plat of Diamond Oaks to the City for park purposes (the “Vacation”); and

WHEREAS, the Vacation requires compliance with the provisions of Wis. Stats. Ch. 236, including, but not limited to, the drafting of an application for vacation of public area; providing notice of a public hearing with the City Council on the application for vacation of public area; offering a resolution authorizing vacation to the City Council for adoption; filing the resolution, proof of notification, and other supporting documentation with the Iowa County Circuit Court for final hearing and court order; and recording the court order and a map showing the part of the plat being vacated or altered with the Iowa County Register of Deeds (the “Vacation Process”); and

WHEREAS, Developer wishes to have the City assist with the Vacation Process by providing professional services related to the Vacation Process; and

WHEREAS, the City has an interest in the Vacation being completed in accordance with the requirements of Wis. Stat. Ch. 236 and is willing to utilize the City’s professional services to assist with the Vacation Process; and

WHEREAS, the City is authorized to require Developer to enter into an Agreement obligating the Developer to pay all of the City’s costs and fees incurred in assisting with the Vacation Process so as to eliminate or reduce expenses to City taxpayers.

AGREEMENT:

NOW, THEREFORE, Developer and City agree as follows:

- 1) **PAYMENT FOR PROFESSIONAL SERVICES.** Developer agrees to pay all professional fees incurred by the City in connection with assisting with the Vacation Process. These professional fees shall include, but not be limited to, legal costs incurred by the City. The professional fees billed to Developer shall be at the lowest rate the professional bills the City for the type of service provided to the City. The Developer understands the professionals retained by the City are acting exclusively on behalf of the City and not Developer.
- 2) **GUARANTEE OF PAYMENT.** The Developer agrees to reimburse the City for all professional fees described in Section 1 and to pay all other costs and fees as may be required for the Vacation Process, including, but not limited to, publication fees, mailing fees, court filing fees, and recording fees (collectively, “Vacation Expenses”). Developer shall deposit with the City Clerk, in escrow,

the cash sum of \$2,500 to ensure performance of the promise or guarantee of payment of such Vacation Expenses. The City may draw upon the escrow from time to time as necessary to pay Vacation Expenses due from Developer. If at any time monies in the escrow are insufficient to pay outstanding Vacation Expenses, Developer shall deposit an additional amounts in \$2,500 increments as determined by the City within 15 days of written demand, or further assistance with the Vacation Process shall be delayed or terminated.

Payment of all Vacation Expenses shall be a condition of further approvals required from the City. Further, if Developer abandons the Vacation Process and the amount of the escrow is insufficient to cover all of the outstanding Vacation Expenses, Developer shall reimburse the City within 15 days of final billing. If Developer abandons the Vacation Process or the Vacation Process reaches completion, and there are sums held in escrow by the City which exceed the final amount owed to the City pursuant to this Agreement, the City shall return all excess funds in escrow to the Developer within 15 days of reconciling the final billing statement with the Developer.

- 3) **DEFAULT.** In the event of default by either the Developer or the City, in addition to any other remedies to which the Developer or the City may be entitled, the non-breaching party shall be entitled to recover from the party breaching the Agreement all of its costs in enforcing this Agreement, including actual attorney fees and expenses. If the Developer is the breaching party, the City may elect to collect the Vacation Expenses and all costs of collection as a special charge upon the next tax roll on lands within the Diamond Oaks Subdivision owned by Developer pursuant to the authority of Section 66.0627, Wis. Stats.
- 4) **EFFECT OF AGREEMENT.** Developer acknowledges and agrees that by entering into this Agreement with Developer the City is not indicating its approval or acceptance of the proposed Vacation and the City reserves all of its legal rights to approve, conditionally approve, or reject any Vacation or application for approval of the Vacation submitted by Developer at any time.
- 5) **BINDING EFFECT.** This Agreement shall be binding on the parties hereto together with all of their heirs, personal representatives, successors or assigns.
- 6) **COUNTERPARTS.** This Agreement may be singed in one or more counterparts, with each counterpart taken together, constituting the Agreement.

In Witness Whereof the parties have executed this Agreement as of the day and date set forth above.

CITY OF DODGEVILLE

DIAMOND OAK PROPERTIES LLC

By: _____
Barry Hottmann, Mayor

By: _____
David J. Rule, authorized signatory

Attest: _____
Emily Wolfe, Interim City Clerk





October 9, 2026

Dylan Wadzinski
Public Works Director
City of Dodgeville
100 East Fountain Street
Dodgeville, Wisconsin 53533

**RE: Proposal for Professional Health and Safety Services
2026 Annual Regulatory Safety Services – Rev. 2, Dodgeville, Wisconsin**

Dear Dylan,

We welcome the opportunity to continue assisting the City of Dodgeville in addressing the 2026 annual regulatory requirements. Therefore, I am providing you with a proposal to address both the programmatic and training components as they pertain to your programs and Wisconsin DSHS 332 regulations. The following section outlines the scope of services:

SCOPE OF SERVICES

Fehr Graham will provide an annual review and management of your written safety programs as well as classroom training on the following topics:

- » Bloodborne Pathogens.
- » Confined Space Non-Entry Rescue.
- » Control of Hazardous Energy.
- » Excavation Safety.
- » Fall Protection.
- » Hazard Communication.
- » Hearing Conservation.
- » Personal Protective Equipment.

Fehr Graham will also conduct a confined space rescue exercise and permit review, as well as sound level readings and fall protection equipment inspections as needed. We will also be available to the City for day-to-day consultations.

Fehr Graham will assist the client in conducting a limited periodic inspection and certification of up to 10 of your developed energy control procedures. We will provide a written Limited Periodic Inspection Report, including recommendations to correct any deviations or inadequacies identified for the procedures inspected. The report will include a reminder of Dodgeville's obligation to complete the inspection and certify that all procedures and requirements of the standard are being followed.

During the Limited Control of Hazardous Energy Inspection conducted in 2025, it was noted that there are no mobile equipment Lockout/Tagout (LOTO) procedures developed. If workers service mobile equipment, procedures must be developed. A cost is provided in the Fees section of this proposal for the development of up to 10 new mobile equipment procedures.

SCHEDULE

The aforementioned services will be conducted during one on-site visit.

ADDITIONAL SERVICES UPON REQUEST

I would like to make you aware of other services we provide that may benefit the City of Dodgeville. These services are not included in the quoted price; however, they can be added on a time and materials basis, as requested.

Additional safety training topics available for development or instruction:

- » Outdoor/Heat Safety.
- » Work zone/Traffic Safety.
- » Tool Safety.
- » Distracted Driving.
- » Ergonomics.
- » First Aid and CPR Certification.
- » Powered Industrial Vehicle Certification.
- » Respiratory Protection.
- » Other topics upon request.

Fehr Graham hosts a team of engineers who work on road, street and parking lot designs. We also facilitate site remediation through the Brownfield process, municipalities or private funding. Our staff is also knowledgeable in PFAS sampling and the ever-changing regulations. If you would like to discuss any of these services in greater detail, please contact us.

DELIVERABLES

Fehr Graham will provide the following deliverables:

- » Updated written Safety Compliance programs.
- » Training rosters for all completed training.
- » Limited Control of Hazardous Energy Periodic Inspection Report.
- » Updated LOTO Procedures based on Control of Hazardous Energy Periodic Inspection findings.
- » Confined Space Program and Permit Review Report.
- » Fall Protection Inventory List with Inspection Findings.
- » Newly developed mobile equipment procedures, if selected.

Note: Hard copies of deliverables will not be provided.

FEES

The lump sum cost for Fehr Graham to provide the services outlined above for 2026 is **\$5,600**.

Fehr Graham will collect pictures and information regarding up to 10 mobile equipment procedures. This will be conducted while on-site for other selected services; if the collection of information cannot be provided during one of the other scheduled visits, an additional travel expense would be incurred. **The lump sum cost to develop up to 10 mobile equipment energy control procedures is \$1,200.** A checkbox on the attached service agreement is available to check to move forward with these services.

This cost includes preparation time, on-site and off-site project management time and all travel-related costs. Should additional services be requested, they will be handled on a time and materials basis and authorized by the City before any work is conducted.

EXCLUSIONS

The following are not included in the scope of services but could be provided for an adjustment in fees.

- » Inspection and certification of LOTO procedures not included in the scope of work will be the responsibility of the client to ensure, at least annually, that the procedures and the requirements of the standard are being followed.
- » Any regulatory inquiries/notice of violation responses and associated corrective actions that may be required of the facility.
- » New written program development.
- » Workers' compensation support/assistance.
- » Industrial Hygiene monitoring.
- » Assistance or follow-up with inspections or investigations.

AUTHORIZATION

Thank you for the opportunity to provide you with this proposal. Fehr Graham appreciates the opportunity to work with you again in 2026. If you wish to proceed with this proposal, I've attached an agreement for you to sign and return to my attention. Responses can be made via email. If you would like to discuss any part of this proposal, please contact me at dfabian@fehrgraham.com or 920.453.0700.

Sincerely,



Doug Fabian, CSP
Senior Project EHS Scientist



Matt Schroeder
Environnemental Division Manager

DAF:rfg

Enclosure

F:\BD\Proposals\2026\Sheboygan Safety\Dodgeville, City of\2026-10-08 - City of Dodgeville Annual Safety Proposal.docx

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Dylan Wadzinski
 Public Works Director
 City of Dodgeville
 100 East Fountain Street
 Dodgeville, Wisconsin 53533

Description of Services:

Professional Health and Safety Services
2026 Annual Regulatory Safety Services – Rev. 2, Dodgeville, Wisconsin

Fehr Graham will complete the scope of services as outlined in the proposal dated October 9, 2026, included herein.

COST:

The fixed fee for performing the above services is \$5,600.

**Reimbursables are not to exceed a 15% markup. Payment for the services rendered will be requested via a monthly invoice.*

Fehr Graham does not accept credit and/or debit card payments.

**All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.*

The Client may select this optional service by checking the box below.

☐ The lump sum cost to develop up to 10 mobile equipment energy control procedures is \$1,200.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

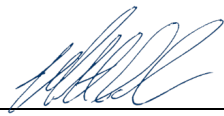
Signature: _____

Client: _____

Name: _____

Title: _____

Date Accepted: _____

Signature:  _____

Consultant: Fehr Graham & Associates

Name: Matt Schroeder

Title: Environmental Division Manager

Date Proposed: October 9, 2026

405.0026990.000

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this Agreement and to the partners, successor, executors, and assigns of such other party in respect to this Agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.
In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.
If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.
8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.
The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.
Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years ~~after the date of the~~ Consultant's final invoice to the Client.

Section VI. Item #15.

14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.

17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Winnebago County, Illinois.