



## PUBLIC NOTICE

### Common Council Regular Meeting

Tuesday, February 17, 2026 at 5:30 PM

City Hall, 410 E Leffler St, Dodgeville, WI 53533

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## AGENDA

### I. CALL TO ORDER AND ROLL CALL

### I. PLEDGE OF ALLEGIANCE

### II. CONSENT AGENDA

1. Approval of Minutes from February 3, 2026
2. Approval of Claims from February 17, 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). Ten minute limit except by consent of council. No action will be taken on any item that is not specifically listed on the agenda.*

### IV. REPORTS/RECOMMENDATIONS

3. EMS overview report for 2025 and 2026 considerations
4. Library Update
5. Deputy Clerk/Treasurer Report
6. Mayor Report

### V. OLD BUSINESS

### VI. NEW BUSINESS

7. Discussion and possible action on recommendation from the Public Works Committee to approve a proposal from RES for water quality trading relating to phosphorus compliance requirements by the DNR.
8. Discussion and possible action on recommendation from the Public Works Committee to approve estimate from Vierbicher to complete a Capital Improvement Planning Analysis for our city streets.
9. Discussion and possible action to approve the commercial lease between the Dodgeville Public Library and Dennis Marklein in regards to the Library Annex

### VII. ADJOURN

10. 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, February 3, 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 at 5:30pm by Mayor Barry Hottmann. Members present: Shaun Sersch, Roxanne Reynolds-Lair, Tom DeVoss, Jeff "Potsie" Weber, Jerry Johnson, Julie Johnson-Solberg, Larry Tremelling. Members absent: Mike Olson. Others present: Steve DeMuth (Dodgeville resident), Pat Sieling, Brandon Wilhelm (Dodgeville Police Chief), Dylan Wadzinski (Director of Public Works), Dan Meuer (Dodgeville resident)

**II. PLEDGE OF ALLEGIANCE****III. CONSENT AGENDA**

1. Approval of Minutes from January 20, 2026.
2. Approval of Claims from February 3, 2026.

Motion by DeVoss, second by Johnson to approve consent agenda. Voice vote 7-0. Motion carried.

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

During public comment, Dan Meuer (Dodgeville resident) voiced concerns about why the January 20<sup>th</sup>, 2026 packet was originally on the website, but then removed. Mayor Hottmann informed Meuer that this packet was removed from the website due to some sensitive information being released in the packet that should not have been. Mayor Hottmann informed Meuer that once this information has been removed from the packet, the packet for the January 20<sup>th</sup>, 2026 meeting will be re-posted. Meuer also voiced concerns with why the minutes from the January 2026 Public Works Committee meeting had not been posted. Mayor Hottmann informed Meuer that these minutes will not be posted on the City's website until they are approved at the February 2026 meeting. Dylan Wadzinski (DPW) also informed Meuer that these will be included with the packet for the February 2026 Public Works meeting, but will only be posted in this packet as a draft.

Steve DeMuth (Dodgeville resident) expressed his concerns with his water. Said that there was black film in the water, and asked if the City ever does hydrant flushing. Dylan Wadzinski (DPW) stated that hydrants are flushed at least twice per year, and that City staff are brought in to help with this process beginning at midnight, where they are assigned a quadrant of the city to be flushed.

**V. REPORTS/RECOMMENDATIONS**

3. Police Report

During the police report, Chief Brandon Wilhelm stated that there were 211 calls for service in January 2026. Chief Wilhelm also stated that his team are receiving 4-5 open requests per day. Lastly, Chief Wilhelm gave kudos to the Police and Fire Commission for helping out in the beginning review process of new applicants. Chief Wilhelm noted that there are two applicants currently in the background section of the review process. Finally, Chief Wilhelm gave kudos to the Ordinance Committee and Emergency Government committee for their help with ordinances, policies, etc recently reviewed.

#### 4. Clerk/Treasurer Report

During the Deputy Clerk/Treasurer report, Wolfe stated that taxes are still being collected, however, this is the final week of collecting city taxes. After Friday, 2/6, any taxes received for city residents will be handed off to Iowa County. Lastly, Wolfe informed council members that the local girl scout troop has reserved a portion of the Dipper Lot (near the Chamber) for cookie sales. This reservation begins February 21<sup>st</sup> and runs through April 19<sup>th</sup>.

#### 5. Mayor Report

During the Mayor report, Mayor Hottmann informed the council that the Circus is coming back to Dodgeville. At this time, a date has not been confirmed, but the organization in charge of this event is looking at late June/early July.

Mayor Hottmann also informed council that the additional conference room at the new City Hall is now fully functional, and available for meetings.

Lastly, Mayor Hottmann informed council that he received information from the Federal government about the Fire/EMS training tower moving forward. More information to come about this, regarding location, timing, etc.

Finally, Mayor Hottmann noted that he recently attended the WEDC conference (Wednesday, 1/28 thru Friday, 1/30) in Madison. The main topic of this conference was regarding AI data centers.

### VI. NEW BUSINESS

#### 6. Discussion and possible action to approve MOU with Teamsters

Motion by DeVoss, second by Reynolds-Lair to approve MOU with Teamsters. Roll call vote 7-0. Motion carried.

#### 7. Discussion and possible action to approve audit engagement letter with Johnson Block for annual reports and services related to the audit

Motion by DeVoss, second by Johnson-Solberg to approve audit engagement letter with Johnson Block for annual reports and services related to the audit. Roll call vote 7-0. Motion carried.

#### 8. Discussion and possible action to approve quote for the replacement and improvement of the downtown street lighting

Motion by DeVoss, second by Weber to approve quote from AB Electric for the replacement and improvement of the downtown street lighting. Roll call vote 7-0. Motion carried.

9. Discussion and possible action to approve Resolution 26-2 to approve the purchase of real estate (Tax Parcel 216-0785)

Motion by DeVoss, second by Weber to approve Resolution 26-2 to approve the purchase of real estate (Tax Parcel 216-0785). Roll call vote 6-1 (Tremelling votes no). Motion carried

10. Discussion and possible action to approve Ordinance 26-2 to create Section 17.07(bf) and 17.08(l) of the Zoning Code relating to defining self-service storage facilities and prohibiting their use in the R-1, R-M, M-U, M-H, B-C, B-N, and A-G districts

Motion by DeVoss, second by Johnson to approve Ordinance 26-2 to create Section 17.07(bf) and 17.08(l) of the Zoning Code relating to defining self-service storage facilities and prohibiting their use in the R-1, R-M, M-U, M-H, B-C, B-N, and A-G districts. Roll call vote 7-0. Motion carried.

11. Discussion and possible action to approve Ordinance 26-3 to create Sections 7.135 and 15.03(q) relating to regulating the use of electronic bicycles on sidewalks and in parks.

Motion by Johnson, second by Johnson-Solberg to approve Ordinance 26-3 to create Sections 7.135 and 15.03(q) relating to regulating the use of electronic bicycles on sidewalks and in parks. Roll call vote 7-0. Motion carried.

12. Discussion and possible action to approve Ordinance 26-4 to repeal and recreate Section 13.17 related to water service rates.

Motion by DeVoss, second by Johnson to approve Ordinance 26-4 to repeal and recreate Section 13.17 related to water service rates. Roll call vote 7-0. Motion carried.

13. Discussion and possible action to approve Ordinance 26-5 to amend Section 11.07(o)(2) related to garbage and refuse collection fees

Motion by DeVoss, second by Weber to approve Ordinance 26-5 to amend Section 11.07(o)(2) related to garbage and refuse collection fees. Roll call vote 7-0. Motion carried.

14. Discussion and possible action to approve Resolution 26-3 relating to enforcement of the no ATV/UTV traffic sign on East Division Street.

Motion by DeVoss, second by Johnson to approve Resolution 26-3 relating to enforcement of the no ATV/UTV traffic sign on East Division Street. Roll call vote 6-1 (Reynolds-Lair votes no). Motion carried.

15. Discussion and possible action to approve release of utility easement.

Motion by Sersch, second by DeVoss to approve release of utility easement. Roll call vote 7-0. Motion carried.

## **VII. OLD BUSINESS**

There was no old business

## **VIII. CLOSED SESSION**

16. Adjourn to Closed Session pursuant to Wis. State Statute 19.85(1)

There was no closed session

**IX. OPEN SESSION**

17. Reconvene to Open Session.

There was no closed session, so reconvening to open session was not needed

18. Any action needed as a result of closed session

No action needed due to no closed session

**X. ADJOURN**

19. Motion to Adjourn

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

Time: 6:22pm

**COMMON COUNCIL - CLAIMS REPORT**

Tuesday, February 17, 2026

	<b>AMOUNT</b>
<b><i>Accounts Payable</i></b>	
Capital Project Fund	\$ 70,062.85
American Rescue Plan (ARPA)	\$ -
Affordable Housing Fund	\$ 155,000.00
General Fund	\$ 2,574,086.34
Debt Service Fund	
Water Fund	\$ 6,370.51
Sewer Fund	\$ 9,995.39
Library Fund	\$ 3,184.39
TID 3 Fund	
<b>TOTAL ACCOUNTS PAYABLE</b>	<b><u>\$ 2,818,699.48</u></b>

***Payroll***

General Fund (100)	\$ 89,878.20
Water Fund (200)	\$ 7,138.35
Sewer Fund (300)	\$ 8,248.79
Special Purpose Library Fund (150)	\$ 12,622.42
<b>TOTAL PAYROLL</b>	<b><u>\$ 117,887.76</u></b>

**TOTALS BY FUND**

GENERAL (100, 140, 150, 160, 161, 170)	\$ 2,904,834.20
WATER (200)	\$ 13,508.86
SEWER (300)	\$ 18,244.18
<b>TOTAL ALL PAYMENTS</b>	<b><u>\$ 2,936,587.24</u></b>

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/26	02/10/2026	65454	460	IOWA COUNTY HUMANE SOCIETY	100-21000-000-000	2,350.00- V
02/26	02/04/2026	65483	13	ADP INC	100-21000-000-000	256.20
02/26	02/04/2026	65484	283	DIAMOND OAKS PROPERTIES LLC	170-21000-000-000	110,000.00
02/26	02/04/2026	65485	1020	TOWN OF DODGEVILLE	100-21000-000-000	2,334.35
02/26	02/04/2026	65486	1094	WI Dept. of Transportation	160-21000-000-000	.00 V
02/26	02/04/2026	65488	823	REGISTRATION FEE TRUST	160-21000-000-000	219.50
02/26	02/06/2026	65489	1274	Local Title Company LLC	160-21000-000-000	40,646.45
02/26	02/09/2026	65490	2187	Arcadia Books	150-21000-000-000	1,578.57
02/26	02/09/2026	65491	195	CITY OF DODGEVILLE WATER UTILITY	150-21000-000-000	187.77
02/26	02/09/2026	65492	1592	DENNIS J MARKLEIN	150-21000-000-000	650.00
02/26	02/09/2026	65493	1823	Elan Financial Services	150-21000-000-000	101.15
02/26	02/09/2026	65494	668	MHTC-MH	150-21000-000-000	172.56
02/26	02/09/2026	65495	1830	Playaway Products LLC	150-21000-000-000	193.47
02/26	02/09/2026	65496	978	THE DODGEVILLE CHRONICLE INC	150-21000-000-000	47.36
02/26	02/09/2026	65497	2180	WM Corporate Services Inc	150-21000-000-000	62.15
02/26	02/09/2026	65498	1685	HGA	160-21000-000-000	19,152.04
02/26	02/09/2026	65499	1299	ABT MAILCOM	300-21000-000-000	1,929.60
02/26	02/09/2026	65500	1538	AT&T MOBILITY	200-21000-000-000	1,153.06
02/26	02/09/2026	65501	763	CONWAY SHIELDS	100-21000-000-000	520.77
02/26	02/09/2026	65502	331	Ehlers	100-21000-000-000	4,250.00
02/26	02/09/2026	65503	2210	JNB Dodgeville Family LP	170-21000-000-000	45,000.00
02/26	02/09/2026	65504	668	MHTC-MH	100-21000-000-000	774.32
02/26	02/11/2026	65505	307	DODGEVILLE SCHOOL DISTRICT	100-21000-000-000	1,292,038.12
02/26	02/11/2026	65506	463	IOWA COUNTY TREASURER	100-21000-000-000	1,013,616.75
02/26	02/11/2026	65507	950	SWTC	100-21000-000-000	181,232.70
02/26	02/17/2026	65508	2149	3C Inspect LLC	100-21000-000-000	183.00
02/26	02/17/2026	65509	1655	Adobe Inc	100-21000-000-000	2,379.95
02/26	02/17/2026	65510	781	ADVANTAGE COPY	100-21000-000-000	2,393.22
02/26	02/17/2026	65511	2209	Alexander Tzortzakis	100-21000-000-000	731.25
02/26	02/17/2026	65512	36	AMAZON CAPITAL SERVICES	100-21000-000-000	3,709.24
02/26	02/17/2026	65513	1337	BADGER METER	200-21000-000-000	252.45
02/26	02/17/2026	65514	85	BADGER WELDING SUPPLIES INC	100-21000-000-000	62.00
02/26	02/17/2026	65515	1776	Blain's Farm & Fleet	300-21000-000-000	79.03
02/26	02/17/2026	65516	120	BOARDMAN & CLARK LLP	100-21000-000-000	14.50
02/26	02/17/2026	65517	1539	CERTIFIED RECOVERY INC.	100-21000-000-000	251.00
02/26	02/17/2026	65518	188	CINTAS CORPORATION #446	100-21000-000-000	108.29
02/26	02/17/2026	65519	195	CITY OF DODGEVILLE WATER UTILITY	100-21000-000-000	3,782.64
02/26	02/17/2026	65520	211	COMELEC SERVICES INC	100-21000-000-000	380.00
02/26	02/17/2026	65521	763	CONWAY SHIELDS	100-21000-000-000	583.00
02/26	02/17/2026	65522	976	Cvikota Company	100-21000-000-000	4,268.80
02/26	02/17/2026	65523	286	DIGGERS HOTLINE INC	300-21000-000-000	50.40
02/26	02/17/2026	65524	311	DONS TIRE INC	100-21000-000-000	445.00
02/26	02/17/2026	65525	313	DOUBLE D SERVICES INC	100-21000-000-000	116.43
02/26	02/17/2026	65526	360	FAHERTY INC	100-21000-000-000	22,779.60
02/26	02/17/2026	65527	362	FARMERS IMPLEMENT STORE	100-21000-000-000	1,478.00
02/26	02/17/2026	65528	372	FIRST SUPPLY LLC-MADISON	100-21000-000-000	120.72
02/26	02/17/2026	65529	389	Galls LLC	100-21000-000-000	401.94
02/26	02/17/2026	65530	427	HALLADA MOTORS INC	100-21000-000-000	295.25
02/26	02/17/2026	65531	460	IOWA COUNTY HUMANE SOCIETY	100-21000-000-000	7,000.00
02/26	02/17/2026	65532	468	J & R SUPPLY INC	200-21000-000-000	276.00
02/26	02/17/2026	65533	2144	J.F. Ahern Co.	100-21000-000-000	2,500.00
02/26	02/17/2026	65534	2072	Jason Buffington	100-21000-000-000	152.52
02/26	02/17/2026	65535	621	LV Labs WW LLC	300-21000-000-000	1,719.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/26	02/17/2026	65536	649	MAST WATER INC	100-21000-000-000	26.00
02/26	02/17/2026	65537	685	MIDWEST METER INC	200-21000-000-000	2,398.80
02/26	02/17/2026	65538	790	PREMIUM WATERS INC	100-21000-000-000	72.49
02/26	02/17/2026	65539	835	RITCHIE IMPLEMENT INC	100-21000-000-000	152.14
02/26	02/17/2026	65540	866	SCHILLING SUPPLY COMPANY	300-21000-000-000	495.34
02/26	02/17/2026	65541	1994	Scott A Young	100-21000-000-000	1,125.00
02/26	02/17/2026	65542	901	SINGER LUMBER CO INC	100-21000-000-000	75.80
02/26	02/17/2026	65543	926	STAPLES ADVANTAGE	100-21000-000-000	330.88
02/26	02/17/2026	65544	1393	TC NETWORKS INC	100-21000-000-000	3,759.80
02/26	02/17/2026	65545	2000	Teamsters Local 120	100-21000-000-000	752.00
02/26	02/17/2026	65546	978	THE DODGEVILLE CHRONICLE INC	100-21000-000-000	1,189.68
02/26	02/17/2026	65547	982	THE OBRION AGENCY LLC	150-21000-000-000	80.00
02/26	02/17/2026	65548	987	THE SHOE BOX LTD	200-21000-000-000	166.50
02/26	02/17/2026	65549	1018	TOWN & COUNTRY ENGINEERING INC	300-21000-000-000	4,603.12
02/26	02/17/2026	65550	1046	USA BLUEBOOK	300-21000-000-000	667.99
02/26	02/17/2026	65551	1093	WI DEPARTMENT OF JUSTICE	100-21000-000-000	29.00
02/26	02/17/2026	65552	1107	WI STATE LABORATORY OF HYGIENE	200-21000-000-000	31.00
02/26	02/17/2026	65553	1109	WIL-KIL	100-21000-000-000	84.62
02/26	02/17/2026	65554	1597	Yoose Plumbing LLC	100-21000-000-000	220.45
02/26	02/17/2026	65555	1147	ZOLL MEDICAL CORPORATION	100-21000-000-000	1,360.00
02/26	02/17/2026	65556	1915	Architectural Design Consultants Inc	160-21000-000-000	1,445.00
02/26	02/17/2026	65557	1577	GRANT COUNTY TRUCK BODIES LLC	160-21000-000-000	8,599.86
02/26	02/12/2026	65558	823	Registration Fee Trust	100-21000-000-000	5.00
02/26	02/17/2026	65559	295	DODGEVILLE AREA CHAMBER	100-21000-000-000	11,321.12
02/26	02/04/2026	700313	1975	Zift Systems	200-21000-000-000	2.50
02/26	02/05/2026	700314	1975	Zift Systems	100-21000-000-000	187.27
02/26	02/09/2026	700315	408	GORDON FLESCH CO INC	150-21000-000-000	151.36
02/26	02/09/2026	700316	408	GORDON FLESCH CO INC	300-21000-000-000	15.93
02/26	02/10/2026	700317	408	GORDON FLESCH CO INC	100-21000-000-000	44.47
02/26	02/12/2026	700318	1975	Zift Systems	100-21000-000-000	779.01
02/26	02/17/2026	700319	1308	KWIK TRIP INC - CREDIT DEPT	200-21000-000-000	4,513.26
02/26	02/17/2026	700320	296	Napa Auto Parts	100-21000-000-000	176.14
Grand Totals:						2,815,141.65

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-12310-000-000	3,453.15	.00	3,453.15
100-13105-000-000	731.25	.00	731.25
100-21000-000-000	2,370.97	2,573,643.09-	2,571,272.12-
100-21550-000-000	752.00	.00	752.00
100-24310-000-000	1,013,616.75	.00	1,013,616.75
100-24600-000-000	1,292,038.12	.00	1,292,038.12
100-24610-000-000	181,232.70	.00	181,232.70
100-44110-000-000	14.00	.00	14.00
100-51300-000-000	14.50	.00	14.50
100-51510-210-000	4,250.00	.00	4,250.00
100-51600-340-000	111.75	.00	111.75
100-51600-390-000	70.19	.00	70.19
100-51710-226-000	296.29	.00	296.29
100-51710-240-000	2,729.44	.00	2,729.44
100-51710-310-000	232.42	.00	232.42
100-51710-390-000	2,765.69	.00	2,765.69

GL Account	Debit	Credit	Proof
100-51900-345-000	1,189.68	.00	1,189.68
100-52100-175-000	1,215.62	.00	1,215.62
100-52100-180-000	446.35	.00	446.35
100-52100-210-000	130.83	.00	130.83
100-52100-224-000	635.70	.00	635.70
100-52100-226-000	194.11	.00	194.11
100-52100-240-000	1,517.65	20.97-	1,496.68
100-52100-340-000	543.53	.00	543.53
100-52100-400-000	193.99	.00	193.99
100-52100-410-000	752.22	.00	752.22
100-52200-215-000	80.10	.00	80.10
100-52200-224-000	166.58	.00	166.58
100-52200-226-000	144.95	.00	144.95
100-52200-310-000	408.90	.00	408.90
100-52200-340-000	1,380.68	.00	1,380.68
100-52200-410-000	355.32	.00	355.32
100-52200-610-000	194.67	.00	194.67
100-52300-175-000	1,103.77	.00	1,103.77
100-52300-210-000	3,217.04	.00	3,217.04
100-52300-215-000	4,439.70	.00	4,439.70
100-52300-224-000	746.71	.00	746.71
100-52300-226-000	108.93	.00	108.93
100-52300-310-000	2,602.97	.00	2,602.97
100-52300-345-000	389.44	.00	389.44
100-52300-400-000	295.25	.00	295.25
100-52300-410-000	484.21	.00	484.21
100-52300-505-000	380.00	.00	380.00
100-52300-720-000	157.24	.00	157.24
100-52400-390-000	183.00	.00	183.00
100-53100-300-000	42.17	.00	42.17
100-53230-390-000	263.70	.00	263.70
100-53240-390-000	2,626.00	.00	2,626.00
100-53620-390-000	12,519.52	.00	12,519.52
100-53630-210-000	10,260.08	.00	10,260.08
100-54100-210-000	7,000.00	2,350.00-	4,650.00
100-54910-226-000	53.26	.00	53.26
100-54910-340-000	1,603.93	.00	1,603.93
100-54910-410-000	217.41	.00	217.41
100-55200-224-000	37.11	.00	37.11
100-55200-226-000	1,220.16	.00	1,220.16
100-55200-410-000	139.97	.00	139.97
100-55200-600-000	120.72	.00	120.72
100-55300-300-000	37.11	.00	37.11
100-55420-320-000	213.44	.00	213.44
100-56700-210-000	11,321.12	.00	11,321.12
150-21000-000-000	.00	3,184.39-	3,184.39-
150-55115-222-000	140.95	.00	140.95
150-55115-223-000	68.38	.00	68.38
150-55115-224-000	151.36	.00	151.36
150-55115-311-000	141.15	.00	141.15
150-55115-312-000	47.36	.00	47.36
150-55115-321-000	1,578.57	.00	1,578.57
150-55115-323-000	193.47	.00	193.47
150-55115-391-000	46.82	.00	46.82
150-55115-392-000	650.00	.00	650.00
150-55115-394-000	104.18	.00	104.18
150-57615-000-000	62.15	.00	62.15

GL Account	Debit	Credit	Proof
160-21000-000-000	219.50	70,282.35-	70,062.85-
160-57140-000-000	1,445.00	.00	1,445.00
160-57300-000-000	9,038.86	219.50-	8,819.36
160-57610-000-000	19,152.04	.00	19,152.04
160-57640-000-000	40,646.45	.00	40,646.45
170-21000-000-000	.00	155,000.00-	155,000.00-
170-56600-000-000	155,000.00	.00	155,000.00
200-18115-000-346	498.80	.00	498.80
200-18116-000-397	652.50	.00	652.50
200-21000-000-000	.00	6,228.51-	6,228.51-
200-53700-000-903	9.00	.00	9.00
200-53700-623-000	152.92	.00	152.92
200-53700-632-000	413.75	.00	413.75
200-53700-641-000	230.00	.00	230.00
200-53700-653-000	252.45	.00	252.45
200-53700-660-000	381.42	.00	381.42
200-53700-680-100	2,864.80	.00	2,864.80
200-53700-681-000	83.87	.00	83.87
200-53700-682-000	520.00	.00	520.00
200-53700-686-000	166.50	.00	166.50
200-53700-689-000	2.50	.00	2.50
300-21000-000-000	.00	9,393.78-	9,393.78-
300-53600-000-827	1,741.67	.00	1,741.67
300-53600-000-828	234.65	.00	234.65
300-53600-000-831	58.22	.00	58.22
300-53600-000-840	964.80	.00	964.80
300-53600-000-851	204.82	.00	204.82
300-53600-000-852	6,189.62	.00	6,189.62
Grand Totals:	2,820,322.59	2,820,322.59-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Recorder: \_\_\_\_\_

GL Account	Debit	Credit	Proof
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## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "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
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**GENERAL FUND**

Total GENERAL FUND:	2,574,086.34	2,574,086.34
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**SPECIAL PURPOSE LIBRARY FUND**

Total SPECIAL PURPOSE LIBRARY FUND:	3,184.39	3,184.39
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**CAPITAL PROJECT FUND**

Total CAPITAL PROJECT FUND:	70,062.85	70,062.85
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**AFFORDABLE HOUSING FUND**

Total AFFORDABLE HOUSING FUND:	155,000.00	155,000.00
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**WATER**

Total WATER:	6,370.51	6,370.51
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**SEWER**

Total SEWER:	9,995.39	9,995.39
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Grand Totals:	2,818,699.48	2,818,699.48
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF DODGEVILLE

## Payroll Register - Detail - by Name

Check Issue Dates: 02/06/2026 - 02/06/2026

Feb 12, 2026 12:35PM

GL Account	Debit	Credit	GL Account	Debit	Credit
100-53421-110-000	395.20	.00	100-53440-110-000	197.60	.00
100-54910-110-000	1,370.83	.00	100-55200-110-000	807.36	.00
100-55300-110-000	855.36	.00	150-55115-110-000	12,622.42	.00
200-53700-630-000	763.44	.00	200-53700-640-000	3,010.45	.00
200-53700-651-000	1,070.03	.00	200-53700-652-000	73.78	.00
200-53700-680-000	942.25	.00	200-53700-680-100	1,090.41	.00
200-53700-686-000	187.99	.00	300-53600-000-831	1,063.50	.00
300-53600-000-832	306.66	.00	300-53600-000-834	4,358.91	.00
300-53600-000-840	2,032.65	.00	300-53600-000-850	487.07	.00
999-10001-000-000	.00	79,537.91-			
			Totals:	117,887.76	117,887.76-
				<hr/>	<hr/>

## 02/01/2026 Fund Summary

Fund	Debit	Credit	Fund	Debit	Credit	Fund	Debit	Credit
100	89,878.20	38,349.85-	150	12,622.42	.00	200	7,138.35	.00
300	8,248.79	.00	999	.00	79,537.91-			
						Totals:	117,887.76	117,887.76-
							<hr/>	<hr/>

**Phosphorus Compliance Alternatives Project Affordability Analysis**  
**Public Works Committee – City of Dodgeville**  
**February 11, 2026**

**Water Quality Trading Proposed Cost:** **\$1,332,000**

Clean Water Fund Loan (20 year term)

- Best case 0% interest
- Current rate 2.475%

Local Borrowing Options (10-20 year terms available, 20 assumed)

- Assumed best case 4.5% interest
- Assumed highest 6.0% interest

	Average User Cost		
	Annual P&I	Annual \$/ Eq. Meter	Monthly \$/ Eq. Meter
CWF at 0%	\$ 66,600	\$ 22.36	\$ 1.86
CWF at 2.475%	\$ 85,242	\$ 28.61	\$ 2.38
Local at 4.5%	\$ 102,399	\$ 34.37	\$ 2.86
Local at 6.0%	\$ 116,130	\$ 38.98	\$ 3.25

**Tertiary Filtration Estimated Project Cost:** **\$7,000,000**

Clean Water Fund Loan (20 year term at 2.475%)

- Best case \$ 1,000,000 grant (principal forgiveness)
- Worst case no grant

	Average User Cost		
	Annual P&I	Annual \$/ Eq. Meter	Monthly \$/ Eq. Meter
CWF with \$1M grant	\$ 383,975	\$ 128.89	\$ 10.74
CWF with no grant	\$ 447,970	\$ 150.38	\$ 12.53

\*\*\*Rate impacts are based on equivalent meters only and actual impacts would be subject to sewer usage per equivalent meter. There are 2,979 equivalent meters, of which 2,060 are standard 5/8" meters.

### **City Sewer Utility Financial Picture – 2024 Audit**

- Approximately \$250,000 net revenue in 2024
- Unrestricted Cash \$1.4M
- Restricted Cash (Replacement Fund) \$1.4M
  - Available funds and usage would require minimum balance calculation to ensure sufficient funds remain

### **Anticipated Payment Schedule for WQT**

- 5% of Contract (\$65,000) plus \$32,000 Transaction Fee
  - Total of \$97,000 due in February 2026
- 35% of Contract (\$455,000) at WQT Plan Approval
  - Total of \$455,000 due in August 2026
- 60% of Contract (\$780,000) at Final Credit Certification
  - Total of \$780,000 due in December 2026

### **Anticipated DNR Clean Water Fund Schedule**

- State Fiscal Year 2027 Notice of Intent to Apply (ITA) due Oct 31, 2025
  - This has been completed and submitted
- Project Priority List Published in Spring 2026
- Application Deadline of September 30, 2026
- Funding List Published in Nov/Dec 2026
- Loan Closing must be prior to June 30, 2027



December 16, 2025

City of Dodgeville  
Attention: Evan Chambers, Town & Country Engineering  
6264 Nesbitt Rd.  
Madison, WI 53719  
echambers@tcengineers.net

### **Proposal for Water Quality Trading for Phosphorus Compliance**

Dear City of Dodgeville Representatives,

Following the request for phosphorus credits through the WI Water Quality Trading Clearinghouse, the RES team is pleased to present the Dodgeville Treatment Facility (WWTF) and Town & Country (T&C) Engineering, with the following proposal to deliver 1000 phosphorus credits for the purpose of WPDES Permit Compliance. These credits will be used to address phosphorus effluent standards in their upcoming WPDES permit renewal which is to be issued following the expiration of the current WPDES permit, WI-0026913-08-0. This proposal describes the Water Quality Trading Project ("Project") that RES<sup>1</sup> would perform to deliver those credits.

## **Project Need**

Dodgeville WWTF is contemplating Water Quality Trading for phosphorus compliance after being denied the Multi-Discharger Variance. For the upcoming permit cycle, Dodgeville WWTF staff and T & C Engineering have indicated an interest in purchasing 1000 phosphorus credits for a term of 20 years.

This Project has been appropriately sized based on this inquiry from Dodgeville WWTF staff and T & C Engineering, to not only achieve compliance in the upcoming permit term and will provide the 1000 water quality trading credits necessary to account for future population increases and/or any inflated effluent phosphorus discharge as a result of weather, onsite challenges, or any other outside factors.

Dodgeville WWTF's current WPDES permit is set to expire on December 31, 2025, and is working with T&C Engineering as a trusted advisor to make the changes necessary to meet upcoming phosphorus limits. RES understands that WI DNR expects Dodgeville WWTF, to complete a trade agreement by January 31, 2026, in order to meet the needs of the upcoming permit. This timing ensures the credits will be installed and achieve final certification prior to January 1, 2027.

## **Comparison of RES Project to Compliance Alternatives**

While discussing the potential for a water quality trade for Dodgeville WWTF, it was determined that there is an interest in pursuing water quality trading credits if cost-competitive relative to other alternative compliance solutions. To date, RES has sought out WQT credits within the watershed, engaged with local landowners, worked with WI DNR around project design concepts, and more, all at **no** cost to the city.

With the RES Project offered, Dodgeville WWTF will be provided with a **20-year** solution that we not only believe will be more cost effective than any facility upgrades available, but it will also provide a locked-in compliance cost **below** the current Multi-Discharger Fee (current MDV rate is \$66.62 per pound of effluent phosphorus) when considering the price per credit.

<sup>1</sup> For the purposes of qualitative proposal evaluation, RES, and its subsidiaries (including HGS, LLC) should be viewed as a single entity ("RES"). We are one company with a singular vision and proven track record of implementing the creative solutions sought by Dodgeville WWTF.

These credits will ensure that Dodgeville WWTF will meet the compliance requirements set forth by their WPDES permit and reduce the nutrient load within the watershed through an affordable solution for years to come.

Additionally, an enormous benefit to Dodgeville WWTF is that this Project is a fixed cost for phosphorus compliance for the next 20 years and will require **no future operating and maintenance costs**. Other alternatives such as filtration and plant upgrades not only bring a large capital cost for initial installation and start-up, but also have large costs associated with annual operation and maintenance. With this RES solution, the success of the WQT site will be monitored and maintained by RES for the entire 20-year term with **no** additional OM&R costs to Dodgeville WWTF.

RES will be held accountable for all regulatory requirements pertaining to the phosphorus reduction Project with oversight from WI Water Quality Trading Clearinghouse, which is approved by WI DNR to monitor the Project annually and confirm the Project meets planned phosphorus reductions. In addition, to provide further assurance to Dodgeville WWTF, the Project will be bonded for the entire 20-year period to hold RES accountable for Project success and ensure regulatory compliance for Dodgeville WWTF.

## RES Solution and Scope

RES has identified, and entered into a contract on, a suitable property located in the Upper East Branch of the Pecatonica River watershed that will allow us to generate the 1000 phosphorus credits mentioned for a 20-year trading term. The Project will utilize barnyard BMPs to reduce phosphorus runoff from nearby agricultural practices. This project will reduce 1200+ pounds of phosphorus annually to produce 1000 credits at a 1.2:1 pounds per credit ratio.

RES will perform the scope of work associated with delivering 1000 phosphorus credits as summarized below:

- Prepare and submit a Credit Verification Plan (CVP) to WDNR and Wisconsin Clearinghouse for review and approval
- Prepare Design Plans, Obtain Permits, and Obtain an Approved Water Quality Trading Plan per WI DNR
- Place a Site Protection Instrument per WI DNR requirements on the property where work will occur. This instrument provides RES with the legal authority to maintain credits for the term of the Dodgeville WWTF contract.
- Perform work, including construction, installation, and annual maintenance of vegetation and other management practices to minimize barnyard runoff which will reduce 1,200+ pounds of phosphorus for the term of 20 years.
- Begin BMP installation no later than September 1, 2026. This date is subject to execution of a definitive agreement by January 31, 2026.
- Guarantee BMP certification by January 1, 2027. This date is subject to execution of a definitive agreement by January 31, 2026.
- Bond Project for the full 20-year life of the credits if requested by the City of Dodgeville
- Reporting required by WDNR to demonstrate that credits remain in place for the term of this contract (20 years) will be completed by RES and submitted to both the Wisconsin Water Quality Trading Clearinghouse and WI DNR annually.

## Co-Benefits

Along with the ability to achieve regulatory compliance set forth by Wisconsin DNR, this Project will provide several co-benefits. This Project will provide substantial reductions of other nutrients outside of phosphorus in the Pecatonica River such as nitrates, total suspended solids, and more. Thus, benefiting the overall health of the stream, watershed, and all living communities within the local ecosystem. Ecological uplift will be achieved through the addition of several native plant species under the Project scope. These native plant species will benefit an abundance of local wildlife such as pollinators, while adding natural beauty to the local landscape.

## Project Pricing and Payment Terms

The proposed cost for this turnkey solution is **\$1,332,000, which is a per credit price of \$66.60 locked in over the term of the contract**. This pricing considers the City of Dodgeville purchasing the Project and receiving 1000 water quality trad

credits applied to their WPDES permit annually for a 20-year term. Any additional Phosphorus Credits created by the Project in excess of 1000 credits can be transferred to Dodgeville for additional compliance protection and to account for future community growth at **no additional cost outside of any changes in WI WQT Clearinghouse fees based on the final size of the trade**. By advancing this Project, Dodgeville WWTF will secure a durable solution for phosphorus compliance with a fixed cost. This Project will allow Dodgeville WWTF to achieve compliance at a guaranteed rate for the next 20 years at a cost comparable to previous Multi-Discharger Variance enrollment without any future O&M costs.

This Purchase Price includes a one-time payment of \$32,000 due to the Wisconsin WQT Clearinghouse per the Flat Fee Structure for trades of 701-1000 credits.

**Table 1. Pricing Table**

Service	Total Cost
Water Quality Trading Project (1000 Phosphorus Credits) of 20-year life span	\$1,300,000
One-time Fee due to Clearinghouse	\$32,000
<b>Total Cost</b>	<b>\$1,332,000</b>

RES works with clients to negotiate payment milestones that align with the permit need as much as possible. In order to have credits available by January 1, 2027, RES proposes three performance milestones for consideration, as specified in Table 2 below:

**Table 2. Proposed Payment Milestones**

No.	Milestone	Percent of Contract	Estimated Payment Date
1a.	Contract Execution	5%	01/2026
1b.	Credit Transaction Fee due to WI WQT Clearinghouse	\$32,000 one-time payment	01/2026
2.	Final Approval of the Water Quality Trading Plan	35%	08/2026
3.	Final WQT Credit Certification sent to WI DNR <sup>1</sup>	60%	12/2026

<sup>1</sup>*This final certification will happen after the project is fully installed and inspected by the Clearinghouse and confirmed to be in compliance with the design.*

Financing through the Wisconsin Clean Water State Revolving Fund (CWSRF) or other green project financing programs may be possible if necessary to fund this Project. RES is able to support discussion with the CWSRF as needed. RES successfully supported the City of Independence, WI in securing a 20-year loan through the CWSRF for a water quality trading project. Using the CWSRF program can allow for loan payments to occur over time in a similar payment timeline as the MDV (annual payments rather than one-time capital expenditure) but provide greater long-term certainty and compliance for Dodgeville WWTF.

## Contract Structure and Process

RES has registered this Project through the Wisconsin Water Quality Trading Clearinghouse, which is authorized by the State of Wisconsin to facilitate water quality trading.

If the City agrees to move forward with this proposed transaction, the Wisconsin Clearinghouse will facilitate a definitive, three-party contract between the City, the Wisconsin Clearinghouse, and RES. A draft copy of this three-party contract is attached for your review.

## Next Steps

This proposal and Purchase Price are valid until January 31, 2026. Please let me know if you have any questions or concerns and I would be happy to discuss how we can work together to develop a solution that meets your needs.

Thank you,

*Evan Deegan*

**Evan Deegan**

Client Solutions Manager

edeegan@res.us | 608.921.3826

Copy.            Chris Murphy, Wisconsin Clearinghouse Nutrient Manager

Attached:      Draft Three-Party agreement

## Appendix A

### Concept Map



## Appendix B

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### **RES Qualifications**

## RES Overview

As the nation's largest nature-based solutions company, Resource Environmental Solutions, LLC ("RES") supports the public and private sectors with durable, resilient infrastructure for communities through solutions for environmental mitigation, stormwater and water quality, and climate and flooding resilience. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. From headwaters to coastal shores, RES designs, builds, and sustains sites that preserve the environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency. These projects restore sensitive wetland, prairie, and species habitats as well as floodplains, streams, river valleys, and coastal and tidal systems. The result is nature-based systems that cleanse water, shelter wildlife, buffer storms, and sequester carbon from the atmosphere.

RES works closely and creatively with municipalities, developers, operators, landowners, and regulatory agencies to balance the needs of clients, communities, and resources. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities.

We have helped clients successfully permit more than 3,900 projects, creating rich, high-functioning ecosystems as part of each permit. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportation, and other public-sector organizations. RES now employs 918 dedicated staff in 48 operational hubs across the country, including regional offices Brodhead, Milwaukee, and Janesville.

RES delivers customized solutions tailored to our clients' needs. RES' internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, Rosgen IV certified stream designers, professional wetland scientists, engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members as well as supporting project controls, government affairs, public relations, financial, legal and analytical staff.

RES' experience includes:

Restoration, enhancement, and preservation of 77,736 acres of wetlands

Restoration of over 686 miles of streams

Rehabilitation, preservation, and/or management of over 20,400 acres of special-status species habitat

Currently conducting monitoring and maintenance (including invasive species management) for over 88,429 acres of mitigation and restoration habitat

Successful close-out of over 117 mitigation sites

Permitting and development of over 210 permittee-responsible mitigation projects

Design, permitting, management, and development of 197 wetland, stream, species, and conservation banks

Delivery of 20,000 acres of custom, turnkey mitigation solutions

Design and construction of over 356 stormwater management facilities

Reductions of over 524 tons of water quality nutrients

Planting of over 28,055,610 trees across all operating regions

Development and operation of nurseries in six states including the largest coastal nursery in Louisiana

Facilitation of compensatory mitigation and nutrient offsets for over 3,980 federal and state permits

Long-term protection and conservation of over 87,202 acres

Restoration of over 422 miles of shorelines and levees

We draw on our dedicated, in-house resources and deep experience across all phases of ecological restoration projects in defining our project approach, which seeks to balance performance and cost in the manner that is most beneficial to our clients.

# Project Examples

## WATER QUALITY TRADING PROJECTS

### Water Quality Trading Project

City of Independence | Independence, WI

RES restored up to 1,500 LF of stream to reduce phosphorus loading in the watershed as a nonpoint to point source water quality trading project with the City of Independence, for compliance with the wastewater treatment facility's Wisconsin Pollutant Discharge Elimination System (WPDES) permit. RES identified the parcel and stream as suitable for a trade for Independence based on its location in the watershed.

RES secured a 20-year easement with the landowner, vetted the project with the Wisconsin DNR for the Pilot Program under Clean Water Loan Fund, and modeled the expected phosphorus reduction, all before Independence committed to moving forward. RES and Independence entered into a 20-year contract for a fixed fee, including monitoring and maintenance for 20 years. RES will bond the project for construction and maintenance.

#### AT A GLANCE.

##### Client Contact

Chad Miemietz

chadm@rjjurowskiconstruction.com

##### Contract Value

\$869,000

##### Project Size

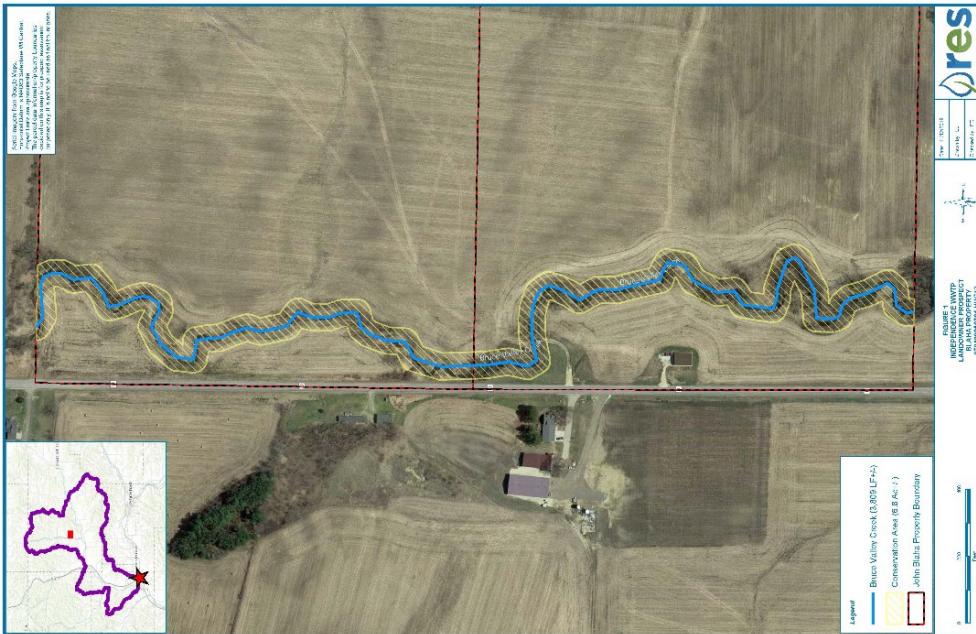
1,500LF

##### Maintenance & Monitoring Period

20 years

##### Project Highlights

- ~1500 LF streambank stabilization
- Reduction of a minimum of 436 pounds of phosphorus
- 20-year contract term for 436 credits/year



## STREAMBANK STABILIZATION PROJECTS

# Primrose Stream Stabilization and Habitat Improvements

Village of Belleville | Dane County, WI

This project, located on two sections of the Primrose stream in Dane County, WI, encompassed almost a mile of streambank stabilization, habitat restoration, and nutrient reduction efforts.

The scope included streambank stabilization, remeandering, streambank soil lifts, and native planting/tree planting which involved the following activities and features, tree clearing and snagging, installation of a rock stream crossing, stabilization of eroding banks via grading, soil bioengineering practices and riprap toe placements, installation of miscellaneous rock and wood aquatic habitat structures, tree plantings, hauling and disposal of spoil materials, and pool pool-riffle sequences and log veins, as well as habitat features like fish cribs.

Before the project began, a cultural resources review uncovered an archeologically significant area within one of the sections designated for bank stabilization. This discovery led to a delay at the start of construction and resulted in a modification to the original work plan, removing any work in the area with artifacts to prevent disturbance. Though there were delays and changes in the scope, the project was completed on-budget.

### AT A GLANCE.

#### Client Contact

MacKenzie Phillips, EIT  
MSA Professional Services, Inc.  
mphilips@msa-ps.com  
(608) 421-7147

#### Contract Value

\$1,054,410.48

#### Project Size

4,850 LF

#### Contract Period

Full Project: 04/2023-8/2024  
Construction: 08/2023-08/2024

#### Project Type

Streambank Stabilization

#### Project Highlights

- Worked around an archeological site



# Pike River Streambank and Wetland Restoration

Kenosha County Department of Public Works | Kenosha County, WI

The Pike River flows through Petrifying Springs Park, the most popular park in Kenosha County, Wisconsin. This 1.75-mile section of Pike River is broken into a three-phased project of streambank restoration and re-meander, wetland enhancement, fishing access and trail enhancements. This substantial stretch of a publicly owned river and a green infrastructure hub in the Pike River Watershed Plan is an important trout and salmon spawning tributary.

Site constraints included a low-profile dam removal in 2012 in the park and to reduce flooding during storm events, an archeological significant site with known native American and early settler remnants, steep bluff slopes with delicate natural seeps, all located within a heavily utilized public park.

RES provided permitting services that required working with Kenosha County, Wisconsin DNR and the Army Corps of Engineers. RES also provided construction oversight with the contractor.

RES worked with the Kenosha Parks Director to address water quality problems, eroding riverbanks and an impaired riparian zone, as well invasive reed canary grass. The design for the restored banks included stable inclines and vegetation with native species including seeding, plugs, live stakes, shrubs and trees.

A portion of the river was re-aligned to decrease water velocity and collect sediment. The new alignment created a meander in the flow of the river to help restore the wetlands and a wetland pool system created a more diverse wildlife habitats including wet prairies, floodplain forest and mesic woodland.

In-stream structures, including rock riffles, j-hooks, log vanes, boulder clusters and wing deflectors, helped to re-direct flow away from sensitive slopes and increase aquatic biodiversity. Riverbank treatments included rock armoring, seeded slopes and toe-wood revetments.

RES is working closely with the Kenosha Park District to design a further two phases of the Pike River through Petrifying Springs Park to continue the overall goal to enhance flora and fauna diversity on land and build fish spawning habitat along the shoreline. Funding was partially provided by the Great Lakes Restoration Initiative through the U.S. Environmental Protection Agency and the Fund for Lake Michigan.

## AT A GLANCE.

### Client Contact

Matthew Collins, Director of Parks  
262.857.1850  
matthew.collins@kenoshacounty.org

### Project Size

10.5 Acres

### Timeline

Winter 2018 - Summer 2019

### Project Highlights

- Design for restored banks included: stable inclines, native species vegetation by seeding, plugs, live stakes, shrubs, and trees
- In-stream structures included: rock riffles, j-hooks, log vanes, boulder clusters, and wing deflectors



After Construction

# Muirhead Springs Construction Phase 2

Kane County Forest Preserve District | Kane County, Fox River Watershed, IL

RES Teamed with Kane County Forest preserve to implement the Phase 2 Muirhead Springs Wetland Mitigation Bank. Th work consisted of creating a floodplain and some sinuosity to the ditch and installing 6 flow control structures that runs through Muirhead Springs Forest Preserve. Our teams worked to create this wide floodplain utilizing heavy equipment to excavate the floodplain and move it to the stockpile location. Around 15,000 ln/ft of drain tile was disabled to restore the natural hydrology to the former agricultural fields and a solid line was installed to maintain the drainage of others. All areas disturbed along the channel were seeded with a diverse native seed mix and covered with erosion control blanket. The stockpile was also restored for seeding of a diverse native prairie seed mix. All areas disturbed were completed with a final application of straw mulch after the installation of the native seeds.

Project was completed on schedule with no delays or issues.



## AT A GLANCE.

### Client Contact

Jennifer Rooks-Lopez, Chief of Planning & Operations  
630-444-3095

### Contract Value

\$2,361,794

### Project Size

217 acres

### Contract Period

August 2023– December 2023

### Project Type

Wetland Mitigation Bank

### Project Highlights

- Streambank grading and restoration to create 6,041 ln/ft of streambank mitigation.
- Over 15,000 ln/ft of drain tile removal
- 120,000 yds of earth moving to create new streambanks and floodplain.
- Seed 217 acres with native seed mix
- Install 10 acres of erosion blanket

## PHOSPHORUS REDUCTION PROJECTS

# Stream & Wetland Restoration in the North Raccoon Watershed

## North Raccoon Watershed | Des Moines, IA

This project is located immediately upstream of the North Raccoon River, one of the United States' ten most endangered rivers according to American Rivers. The North Raccoon River is a tributary of the Des Moines River in central Iowa, and eventually flows into the Mississippi River. Much of the watershed is under intensive agricultural cultivation and livestock farming, with significant drain tiling throughout. The Raccoon River provides drinking water for the Des Moines metropolitan area but has been documented as impaired by Iowa Department of Natural Resources (IA DNR) for several years due to high levels of nitrates and indicator bacteria, meaning E. coli bacteria or similar, are present. On one occasion in 2014, nitrate levels were so high that the water was deemed unsafe for pregnant women and infants. The project is located in Dallas County, Iowa, which also experiences abnormally dry-to-moderate drought conditions.

RES plans to restore an approximately 8-acre wetland immediately upstream of the North Raccoon River and to re-meander an old agricultural ditch that runs through the wetland into a natural stream channel. RES plans to use a small earthen berm which will capture a large upstream tributary area and achieve 43.6M gallons of groundwater replenishment. The project will slow water from the drainage ditch in

the restored wetland area to enhance infiltration and provide treatment of all tributary flow.

### AT A GLANCE.

#### Volumetric Benefit

43.6 MGY, leading to 436.0 MG over 10-year term

#### Total Project Cost

\$1.5M

#### Unit Pricing (\$/MGY)

\$3,440/ MGY

#### Methodology

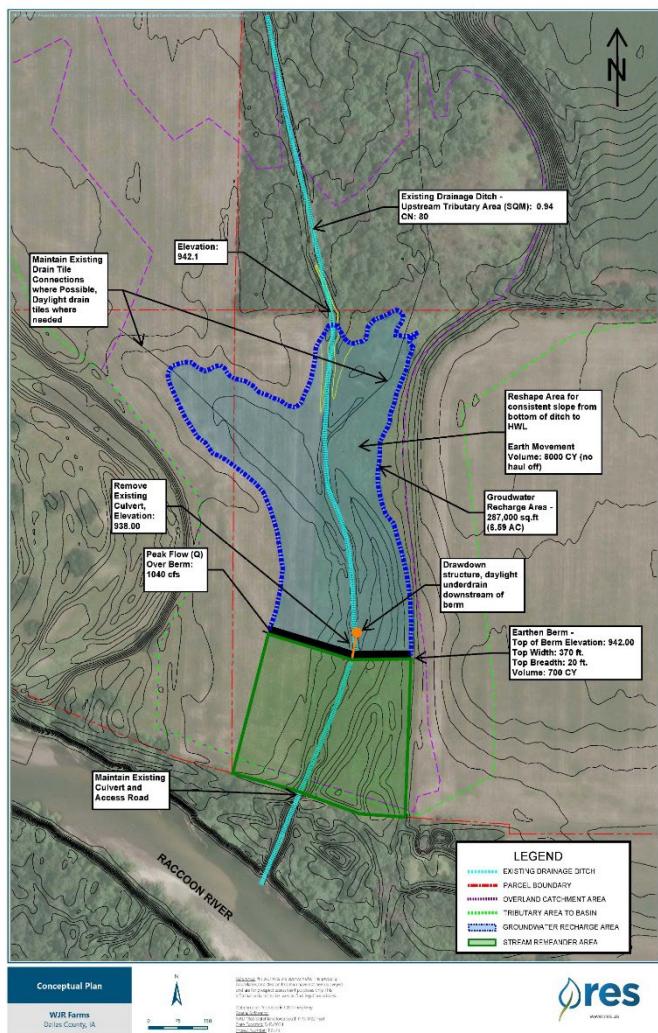
Recharge Method

#### Project Type

Wetland and Stream Restoration

#### Project Highlights

- ~8 acres of wetland
- 400LF of stream re-meander
- ~7 acres of native prairie restoration



In addition to the primary goal of infiltration, the wetland design will be optimized to reduce nitrogen, which causes impairment to drinking water sources and harmful algal blooms. The treatment will secondarily enhance removal of phosphorus and total suspended solids, both of which can impair aquatic habitat locally and downstream in the Gulf Hypoxic Zone. Lastly, treatment of wetlands such as this can also reduce the levels of E. coli in treated water.

The project is in development at the request of another large corporate client, but **it is expected to have excess volumetric capacity that could be funded by Google as a joint partner.** RES will only implement as much of the project as funded by corporate partners, so partnerships between different entities are critical to maximizing the ecological benefit and groundwater replenishment potential of this site. **This project is currently available for contracting and allocation.**



## WATER QUALITY TRADING CLEARINGHOUSE AGREEMENT

**THIS WATER QUALITY TRADING CLEARINGHOUSE AGREEMENT** (this “**Agreement**”) is entered into as of the latest date set forth on the signature pages hereto (the “**Effective Date**”), by and between [Name of Credit Buyer], a [State/Entity Type] (“**Buyer**”); [Name of Credit Generator], a [State/Entity Type] (“**Generator**”); and Wisconsin Clearinghouse, LLC, a Wisconsin limited liability company (the “**Clearinghouse**” and together with Buyer and Generator, the “**Parties**” and each individually, a “**Party**”).

### RECITALS

**WHEREAS**, the Wisconsin Department of Natural Resources (the “**WDNR**”) regulates the discharge of pollutants to waters of the state and administers a program for the trading of water pollutant reduction credits in accordance with Wis. Stat. § 283.84;

**WHEREAS**, the State of Wisconsin, as represented by its Department of Administration, Division of Enterprise Operations (“**DOA**”), entered into a contract with the Clearinghouse (the “**Clearinghouse Contract**”) for the establishment and operation of a centralized clearinghouse for the buying and selling of water pollutant reduction credits (“**Credits**”) that may be traded under Wis. Stat. § 283.84(1)(f);

**WHEREAS**, the Clearinghouse is authorized to facilitate water quality trades by contracting with parties for the generation of Credits through water pollutant reduction activities and the purchase of Credits generated by such activities;

**WHEREAS**, Buyer operates a [Name of Facility] (the “**Facility**”) located in [Name of County], Wisconsin, under an existing Wisconsin Pollutant Discharge Elimination System Permit, No. WI-XXXXXXX-XX-X (the “**Permit**”);

**WHEREAS**, Buyer and/or its agents have, prior to the date hereof, in good faith and using the WDNR’s *Guidance for Implementing Water Quality Trading in WPDES, Edition 2* (Guidance No. 3200-3400-3800-2020-03, dated June 1, 2020) (the “**Guidance**”), estimated that Buyer’s Facility will discharge [ ] pounds of pollutant above its permitted limit per year (the “**Excess Pollutant**”), requiring a modification to and a reissuance of Buyer’s Permit (“**Permit Reissuance**”);

**WHEREAS**, as a condition of Permit Reissuance, the WDNR will require Buyer to offset the Excess Pollutant with Credits in accordance with Wis. Stat. § 283.84;

**WHEREAS**, in order to generate Credits within the applicable hydrologic area of the Facility, as defined under Wis. Stat. § 283.84(1m)(e), Generator desires to undertake the water pollutant reduction activities (“**BMP(s)**”) set forth in Attachment A on that certain real property (the “**Property**”) described in Attachment B;

**WHEREAS**, the Clearinghouse submitted to the WDNR for review, information pertaining to the BMP(s) (the “**Credit Verification Package**”), as required under Wis. Stat. § 16.9685(3)(g), including the amount of Credits generated by the BMP(s) and the duration for which the Credits are valid;

**WHEREAS**, following the WDNR’s review of the Credit Verification Package, the WDNR fully certified the number of Credits (the “**Verified Credits**”) generated by the BMP(s) in each year of Buyer’s Permit (the “**Permit Term**”), and such amounts are shown in Attachment A; and

**WHEREAS**, Buyer desires for Generator to implement and maintain the BMP(s) in order to generate the Verified Credits for the duration of the Permit Term, and Buyer and Generator desire to engage the Clearinghouse to facilitate the transaction.

**NOW, THEREFORE**, for and in consideration of the premises and the payments set forth herein, and subject to the terms and conditions set forth herein, the Parties agree to the following:

## AGREEMENTS

### 1. Generator Services.

(a) Generator shall implement and maintain the BMP(s) on the Property consistent with the plans and specifications contained in the Credit Verification Package, in order to generate the Verified Credits throughout the Permit Term described in Attachment A. Generator will perform the requirements set forth in the Credit Verification Package, including (i) permitting and constructing the BMP(s) contemplated thereby; and (ii) maintaining the BMP(s) according to the maintenance schedule. Additionally, prior to constructing any BMP(s) on the Property, Generator will execute and record a deed restriction or similar instrument which protects the Property during the Permit Term. Generator shall timely respond to any reasonable requests from the Clearinghouse for information relating to this Agreement, the Verified Credits, the Property, or the BMP(s).

(b) To the best of Generator's knowledge, (i) the description of the Property on Attachment B is accurate in all respects; (ii) the Property does not contain any significant archaeological or historical artifacts and no party other than Generator (and the Clearinghouse with respect to inspection rights granted herein) has any material rights in all or any part of the Property. Throughout the Permit Term, Generator shall maintain all rights in the Property necessary to carry out its obligations as set forth in this Agreement. Prior to the sale, lease, or conveyance of any material rights in all or any part of the Property during the Permit Term, Generator shall notify the intended grantee, in writing, of any continuing obligations of Generator in the Property.

(c) Generator shall not commence with construction of the BMP(s) until Generator (i) delivers to the Clearinghouse a certificate of insurance evidencing the coverage required by Section 11, and (ii) receives from the Clearinghouse a written notice to proceed authorizing construction of the BMP(s) on the Property.

(d) Unless otherwise agreed to in writing by the Parties, Generator shall not be required to perform any inspections of the BMP(s) or report the results of any such inspections to the WDNR or the WDOA.

### 2. Engagement of the Clearinghouse.

(a) *Registration.* Following the complete execution of this Agreement and payment by Generator and Buyer of the Clearinghouse Fees (defined below), the Clearinghouse will ensure that the Verified Credits are registered to support Buyer's Permit compliance.

(b) *Reporting.* The Clearinghouse will submit to the WDNR and the WDOA Contract Manager, digital monthly reports, including (i) a monthly transaction report, and (ii) a monthly inspection report, as further described in the Clearinghouse Contract.

(c) *Inspections.* The Clearinghouse will perform, or cause to be performed by qualified third parties, inspections of the BMPs to confirm compliance with Permit requirements and at the frequency described in the Credit Verification Package. Generator shall permit and enable the Clearinghouse, its agents, and the WDNR to conduct such inspections and hereby authorizes the Clearinghouse, its agents, representatives, and contractors, and the WDNR to enter the Property at any reasonable time to conduct the Inspections. The Clearinghouse and WDNR will provide at least 24 hours' notice of any planned inspection to the Generator.

(d) *Enforcement.* The Clearinghouse shall be permitted to enforce the transaction contemplated by this Agreement as described herein. The Clearinghouse reserves the right to stop work or withhold payment if Generator has breached any of the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Clearinghouse shall not be required to provide any prior notice or cure period if the Clearinghouse determines that immediate intervention is necessary to prevent or mitigate imminent harm to the waters of the state.

### 3. Required Payments.

(a) *Clearinghouse Fees.* As consideration for the Clearinghouse facilitating the trade of Verified Credits and other services described in this Agreement, Generator agrees to pay to the Clearinghouse the sum of \$[XXXXXX.00], and Buyer agrees to pay to the Clearinghouse the sum of \$[XXXXXX.00] (together, the "**Clearinghouse Fees**"). The Clearinghouse Fees were determined using the Fee Structure set out in Attachment C, which is based on the total

number of Verified Credits. The Clearinghouse Fees shall be due and payable on the Effective Date. All amounts paid under this Section 3(a) shall, when paid, be deemed fully earned by the Clearinghouse and non-refundable.

(b) *Default.* If Generator or Buyer fails to pay their respective portion of the Clearinghouse Fees when due, then after a ten (10) day cure period beginning upon the Clearinghouse's notification of non-payment to the defaulting Party, the Clearinghouse may terminate this Agreement upon written notice to both Generator and Buyer.

(c) *Purchase Price.* The purchase price for the Verified Credits is \$[PURCHASE PRICE] (the "Purchase Price"), which reflects a per Credit price of \$[XXX.XX]. The Purchase Price shall be paid to the Clearinghouse in installments as follows:

- i. On the date hereof, \$[XXX.XX], equal to XX% of the Purchase Price.
- ii. On the date that Generator commences with construction of the BMP(s), \$[XXX.XX], equal to XX% of the Purchase Price.
- iii. On the date that the Clearinghouse submits an inspection report to the WDNR verifying that the constructed BMP(s) is generating Credits as designed, \$[XXX.XX], equal to XX% of the Purchase Price.
- iv. On the date that the Clearinghouse submits an inspection report to the WDNR verifying that the installed BMP(s) is generating Credits as designed following the first year of maintenance, \$[XXX.XX], equal to XX% of the Purchase Price.

[FOR CONTRACTS COVERING THE IMPLEMENTATION OF ANNUAL PRACTICES, USE THE FOLLOWING INSTALLMENT PAYMENTS]

- i. On the date hereof, \$[XXX.XX], equal to XX% of the Purchase Price.
- ii. On the date that Generator commences with installation of the BMP(s), \$[XXX.XX], equal to XX% of the Purchase Price.
- iii. On the date that the Clearinghouse submits an inspection report to the WDNR verifying that the BMP(s) is generating Credits as designed in its first year of operation, \$[XXX.XX], equal to XX% of the Purchase Price.

(d) Any amount due and payable hereunder shall be paid within thirty (30) days of such amount becoming due and payable and shall be paid by wire transfer or by other method as directed by the Clearinghouse. If Buyer fails to pay any of the Purchase Price when due, (i) Generator shall not be required to perform hereunder unless and until such default is cured and shall not be responsible for any breach, liability, or damage resulting from such non-performance; and (ii) after a 30-day cure period beginning upon the Clearinghouse's notification to Buyer of such non-payment, Generator shall be entitled to terminate this Agreement upon written notice to Buyer.

(e) *Payments to Generator.* All payments from the Clearinghouse to Generator are expressly and unequivocally contingent upon and subject to the Clearinghouse's receipt of payment from Buyer. Within thirty (30) days of the Clearinghouse's receipt of any installment payment from Buyer, the Clearinghouse shall pay to Generator all amounts paid by Buyer on account of the work performed by Generator, less retainage equal to ten percent (10%) of such installment. Within thirty (30) days after the expiration of the Permit Term, provided that Generator maintained the BMP(s) consistent with the Credit Verification Package, all amounts retained by the Clearinghouse shall be released to Generator, net of any amounts the Clearinghouse is entitled to withhold or set off.

4. Credit Certification by WDNR. The Verified Credits have been fully certified for trade by the WDNR pursuant to Wis. Stat. § 16.9685(4) and following the WDNR's review of the Credit Verification Package. The Credit Verification Package contained pertinent information about the proposed pollution reducing activities, including (i) the location of the activities; (ii) the type of practice or technology used; (iii) any maintenance schedule; (iv) the frequency of inspections; (v) the duration for which the Credits are valid; and (vi) the number of Credits generated by the proposed pollution reducing activities. The Verified Credits are located within the applicable hydrologic area of Buyer's Facility, as defined in Wis. Stat. § 283.84(1m)(e), and were calculated using a final trade ratio based on the location of Buyer relative to Generator and which is consistent with the Guidance. This final, locationally-based trade ratio was confirmed in writing by DNR via email dated mm/dd/yyyy. Generator shall fully comply with the requirements for performance set forth in the Credit Verification Package during the term of the Permit and shall not deviate therefrom without the prior written approval of the WDNR.

5. **Noncompliance.** If Generator fails to (i) implement any BMP in a timely manner; (ii) implement any BMP pursuant to the plans and specifications contained in the Credit Verification Package; or (iii) fails to maintain any BMP after implementation, such failure may constitute noncompliance. Generator shall immediately report any noncompliance to the Clearinghouse. Following the Clearinghouse's discovery or notification by Generator of any potential noncompliance, the Clearinghouse shall notify (i) the WDNR's designated compliance engineer of such discovery by electronic mail within twenty-four (24) hours (or the next business day), and (ii) Buyer of such discovery, promptly following notification to the WDNR. The foregoing reporting requirement does not increase the frequency of inspections performed by the Clearinghouse as described in Section 2(c) of this Agreement. Neither the WDNR nor the WDOA shall have any right of enforcement against the Clearinghouse for BMP noncompliance or for any failure by Buyer to comply with its Permit obligations.

6. **Default Security.** If requested by Buyer, Generator agrees to provide Buyer with security against defaults by Generator under this Agreement in a form of letter of credit, third party guaranty, escrow account, labor and material payment bond, performance bond, or surety bond, in a form that is reasonably requested by Buyer and in an amount that represents the costs estimated to satisfy the performance criteria outlined in the Credit Verification Package ("Default Security"). Buyer shall be responsible for the cost to obtain any such Default Security. Following completion of construction of the BMP(s), Buyer may agree to equitably reduce the amount of the Default Security, but it shall remain in place throughout the Permit Term.

7. **Buyer's Default Remedies.** If Generator fails to perform any of its obligations under this Agreement and such failure remains uncured for a period of thirty (30) days after receipt of written notice from Buyer, then without limiting any of Buyer's other rights or remedies, Buyer shall be entitled to terminate this Agreement upon written notice to Generator. Buyer shall simultaneously deliver to the Clearinghouse copies of any written notices sent to Generator pursuant to this Section 7.

8. **Term.** This Agreement shall remain in force for a period of five (5) years beginning upon Generator's commencement of construction of the BMP(s), as described in Section 1(c) of this Agreement, unless sooner terminated as provided herein.

9. **Termination.**

(a) If the Clearinghouse terminates this Agreement as permitted by Section 3(b), then neither Party will have any remaining obligations or responsibilities to the other hereunder, except that the Clearinghouse will return any Clearinghouse Fees that have been paid.

(b) If Generator terminates this Agreement as permitted by Section 3(d), then:

- i. any Milestone Payment that has been paid, or is at the time of termination due and payable to Generator, shall be retained by and/or paid to Generator as compensation for services performed;
- ii. Buyer shall not owe any additional amounts to Generator;
- iii. Generator shall not have any additional obligations to Buyer;
- iv. the Clearinghouse shall be entitled to retain the Clearinghouse Fees; and
- v. the Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the intent of this Section 9(b), including as required by the WDNR and/or WDOA.

(c) If Buyer terminates this Agreement as permitted by Section 7, then:

- i. Generator will repay all of the Purchase Price paid to Generator within thirty (30) days of receiving Buyer's termination notice;
- ii. the Clearinghouse shall be entitled to retain the Clearinghouse Fees;

- iii. Buyer shall be entitled to all amounts retained by the Clearinghouse pursuant to Section 3(d); and
- iv. Buyer may enforce its rights under any Default Security obtained by Buyer in accordance with Section 6.

(d) Termination under this Agreement shall not be deemed to relieve any Party of any obligations that expressly survive termination of this Agreement (e.g., confidentiality obligations under Section 14(a)).

10. Indemnification.

(a) Buyer and Generator each (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other Party and the Clearinghouse and their respective managers, officers, directors, employees, consultants, agents, affiliates, successors, and permitted assigns (the "**Indemnified Parties**") against any and all losses, damages, liabilities, claims, penalties, fines, costs, or expenses of whatever kind arising out of any third-party claim alleging (i) a material breach of any representations, warranties, covenants, or agreements contained herein by Indemnifying Party; (ii) any negligent or more culpable act or omission of Indemnifying Party (including reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (iii) any failure by Indemnifying Party to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement. Notwithstanding the foregoing, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim if such claim or corresponding losses arise out of or result from Indemnified Party's negligence or more culpable act or omission (including reckless or willful misconduct) or bad faith failure to materially comply with any of its obligations set forth in this Agreement. The terms and conditions of this Section 10 shall survive any termination of this Agreement.

(b) Buyer and Generator hereby further release the Clearinghouse from any and all claims of damage of any kind which may arise as a result of constructing, installing, maintaining, and operating the BMP(s) in accordance with this Agreement.

11. Insurance. Subject to and without limiting the defense and indemnity obligations here, Generator, at its expense, shall maintain insurance coverage of the following types and amounts, and shall provide the Clearinghouse with a certificate of insurance evidencing the coverage required by this Section 11 within thirty (30) days of the Effective Date:

Required Insurance Coverage (per Occurrence)	Amount
General Liability (including Pollution, if applicable)	\$1,000,000
Automobile Liability	\$1,000,000
Workers Compensation/Employers Liability	Statutory
Umbrella/Excess Liability	\$2,000,000  Umbrella/Excess liability insurance will be no less broad than primary liability insurance underlying such umbrella/excess policy
Additional provisions:  Additional Insured in favor of Buyer and Clearinghouse for: General Liability /Auto/Umbrella/Excess	

Waiver of Subrogation in favor of Buyer and Clearinghouse for: General Liability /Auto/Umbrella/Excess/Employer's Liability/Pollution

12. **Responsibilities, Representations and Covenants.** The Parties each, as applicable, expressly acknowledge, represent, covenant, and agree that:

- (a) the number of Credits ultimately required by the WDNR and WDOA as a condition to Permit Reissuance may be greater than the number of Verified Credits, and Generator is not responsible for providing any additional Credits unless otherwise agreed to in a written amendment signed by all Parties.
- (b) Buyer is responsible for providing the Clearinghouse with the amount of Excess Pollutant required by the WDNR as a condition to Permit Reissuance.
- (c) the Clearinghouse shall not be responsible for the actions or omissions of Generator.
- (d) the Clearinghouse shall not be responsible for any failure by Buyer to meet its respective obligations, such as under a WPDES permit.
- (e) the WDNR and WDOA shall in no way be responsible for making any payments that may become due and owing under this Agreement.
- (f) Generator shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that are in effect during the term of this Agreement and that are applicable to Generator's work or obligations hereunder;
- (g) Buyer (i) has provided the Clearinghouse with true, correct, and complete copies and/or summaries of any correspondence with the WDNR or WDOA related to the compliance requirements associated with the Facility or the Permit, and (ii) shall promptly provide to the Clearinghouse true, correct, and complete copies or summaries of any such correspondence or requirements received or occurring after Effective Date.
- (h) the Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the intent of the provisions hereof.

13. **Credit Reserve Pool.** In the event Generator fails to generate some or all of the Verified Credits during the Permit Term, Buyer may purchase Credits from the reserve credit pool (the "**Credit Reserve Pool**") established by the Clearinghouse, as permitted by Wis. Stat. § 16.9685(2)(b), and subject to the inventory of the Credit Reserve Pool and approval of the WDNR and WDOA. In the event any Credits are supplied from the Credit Reserve Pool, such Credits may only be utilized by a single permittee in any given year of a permit term, and the Permit shall be amended to include the application of such Credits.

14. **Miscellaneous.**

- (a) ***Confidentiality.*** Neither this Agreement nor the terms hereof may be furnished to any third party, without the written consent of all Parties, except as may otherwise be required by law (including, without limitation, Wisconsin's Open Records Law, Wis. Stat. §19.31 et seq.), an administrative tribunal, the Clearinghouse-WDOA contract established under s. 16.9685(2), Wis. Stats., or a court of competent jurisdiction; provided, that the foregoing shall not prohibit the Parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. Buyer agrees that it shall not, without the prior written consent of Generator, which consent may be withheld by Generator in its sole discretion, contact or communicate directly or indirectly (including through its advisors) with any landowners, third party easement holders, or other parties having a right in the Property. The terms and conditions of this paragraph shall survive any termination of this Agreement.

- (b) ***Clearinghouse's Records.*** This Agreement may be subject to public disclosure under Wis. Stat. §19.36(3), unless otherwise exempted by applicable law. The Clearinghouse shall retain all records produced or collected under

this Agreement for no less than three (3) years following the expiration or earlier termination of the Clearinghouse Contract. The Clearinghouse has established an internet-based platform which will serve as a centralized registry and contain information related to Credit transactions. Generator and Buyer hereby permit the Clearinghouse to store in its internet-based registry any information pertaining to the transaction contemplated by this Agreement.

(c) *Governing Law and WAIVER OF JURY TRIAL.* This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of Wisconsin, including its statutes of limitations, without giving effect to any conflict of laws provisions thereof. Any Party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Madison, Wisconsin. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(d) *Counterparts and Authorization.* This Agreement may be signed by facsimile signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement on their behalf is duly authorized to sign this Agreement.

(e) *Notices.* All notices, requests, consents, claims, demands, waivers, approvals, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth on its signature page (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 14(e)). All Notices shall be delivered by personal delivery, nationally recognized overnight courier, email (with confirmation of transmission), certified or registered mail, or electronic mail. A Notice is effective only if the Party giving the Notice has complied with the requirements of this Section 14(e). Copies of all written notices issued between Buyer and Generator pursuant to this Agreement shall be provided to the Clearinghouse. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(f) *Entire Agreement, Severability and Waiver.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by any Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party’s right to enforce against the other Party the same or any other such term or provision in the future. In the event of a conflict or inconsistency between the terms of the body of this Agreement and those of any exhibit attached hereto, the terms of the body of this Agreement shall control. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(g) *Survivability.* The Clearinghouse Contract, dated effective March 20, 2023, contains an initial term of five (5) years, which may be extended for an additional one (1) year by mutual agreement, or at the WDOA’s request, on a month-to-month basis for a period not to exceed six (6) months. Upon expiration of the term or earlier cancellation or termination of the Clearinghouse Contract by the WDOA, this Agreement shall continue in force and effect (unless otherwise terminated as permitted herein) and shall remain subject to the terms of the Clearinghouse Contract. If the Clearinghouse Contract is terminated or the Clearinghouse ceases to function, the WDNR shall continue to administer all Credit transactions then in effect until a new entity is appointed as Clearinghouse.

(h) *Force Majeure.* No Party shall be liable or responsible to the other Party, or deemed to have breached this Agreement, for any failure or delay in satisfying its obligations hereunder if such failure is attributable to any of the following: strikes, riots, acts of God, war, terrorist acts or activities, orders, or any other causes which are beyond the reasonable control of the responsible Party. Following any such failure or delay, Generator shall cooperate with Buyer and the Clearinghouse to reasonably respond to any requests from the WDOA or WDNR for information about any such failure or delay and shall provide all relevant information in connection therewith upon request.

(i) *No Interest.* No provision of this Agreement shall be deemed to grant to Buyer or the Clearinghouse any interest in any property of Generator or any of its affiliates.

(j) *Amendment and Assignment.* This Agreement may not be changed, amended, or modified except by an instrument in writing signed by all Parties. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction shall not be deemed to prohibit the assignment or transfer of this Agreement by any Party to (i) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (ii) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder. The Clearinghouse shall notify the WDNR within seven (7) days of any amendment or termination of this Agreement, including the details of any amendment and justification for such change(s).

(k) *Interpretation.* Section headings are included for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein; provided that in the event of any conflict between the body of this Agreement and an Exhibit, the terms of the body of the Agreement shall control.

(l) *Independence of Parties.* Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employer/employee or agency relationship.

NOW THEREFORE, the Parties have caused this Agreement to be executed, sealed, and delivered all as of the Effective Date.

**CREDIT BUYER:**

[NAME OF CREDIT BUYER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:

[Address]

[Address]

Attn: [Name]

Email: [Email Address]

NOW THEREFORE, the Parties have caused this Agreement to be executed, sealed, and delivered all as of the Effective Date.

**CREDIT GENERATOR:**

[Name of Credit Generator]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:

[Address]

[Address]

Attn: [Name]

Email: [Email Address]

NOW THEREFORE, the Parties have caused this Agreement to be executed, sealed, and delivered all as of the Effective Date.

**CLEARINGHOUSE:**

Wisconsin Clearinghouse, LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
17921 W Smith Road  
Brodhead, WI 53520  
Attn: Chris Murphy, Clearinghouse Manager  
Email: [cmurphy@res.us](mailto:cmurphy@res.us)

ATTACHMENT A

UNIQUE TRACKING CODE NO. XXXX					
<b>BMP No. 1</b>	[describe specific pollution reduction activities to be implemented to produce credits]				
	<b>TOTAL COST</b>	\$		<b>FINAL TRADE RATIO</b>	
	<b>WPDES PERMIT TERM</b>				
<b>VERIFIED CREDITS<sup>1</sup></b>	<b>202X</b>	<b>202X</b>	<b>202X</b>	<b>202X</b>	<b>202X</b>
<b>INCENTIVE PAYMENT</b>	\$	\$	\$	\$	\$
<b>FREQUENCY OF INSPECTIONS</b>					

<sup>1</sup> Insert the number of credits available in each year of a WPDES permit, as described in the Credit Verification Package.

ATTACHMENT B

Description of the Property

[TO BE ADDED]

ATTACHMENT CFEE STRUCTURE

<b>Fee Paid By</b>	<b>Size of Credit Transaction</b>	<b>Fee Paid to the Clearinghouse</b>
Generator	0-100	\$ 1,400.00
	101-200	\$ 3,000.00
	201-450	\$ 6,000.00
	451-700	\$ 10,000.00
	701-1000	\$ 16,500.00
	1001-1500	\$ 20,000.00
	1501-2000	\$ 28,000.00
	2001-2700	\$ 36,000.00
	2701-3400	\$ 49,000.00
	3401-4100	\$ 63,000.00
Buyer	4101-4600*	\$ 75,000.00
	0-100	\$ 3,200.00
	101-200	\$ 5,000.00
	201-450	\$ 10,500.00
	451-700	\$ 20,000.00
	701-1000	\$ 32,000.00
	1001-1500	\$ 42,000.00
	1501-2000	\$ 64,000.00
	2001-2700	\$ 84,000.00
	2701-3400	\$ 114,000.00
	3401-4100	\$ 150,000.00
	4101-4600*	\$ 180,000.00

\*Generations or purchases exceeding these thresholds will pay by the tier over 1000 (e.g., 5000 credits will incur a fee from the 4101-4600 tier plus the fee from the 201-450 tier).



201 E. Main St | Suite 100 | Reedsburg, Wisconsin 53959  
Phone: 608-524-6468 | Fax: 608-524-8218 | vierbicher.com

January 21, 2026

Dylan Wadzinski  
City of Dodgeville  
410 E Leffler St  
Dodgeville, WI 53533

Re: Agreement for Engineering Consulting Services  
Capital Infrastructure Analysis  
City of Dodgeville, WI

Dylan:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Engineering Consulting Services to City of Dodgeville (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

## I. PROJECT UNDERSTANDING

The Client is looking to update a capital improvement spreadsheet that will allow for analyzing priority and needs of street replacement within the City limits.

## II. SCOPE OF SERVICES

### A. General

Consultant shall provide engineering services for the above project. These services includes but is not limited to, analysis of the age of the pavement based on WISLR data, sanitary sewer, watermain, and storm sewer, as well as approximate traffic volume of sections of streets based on street classification. Construction cost estimates based on average per foot cost will be provided for each section of roadway.

### B. Specific Services Provided by Consultant

The sections of streets shall be broken down by the data provided in the WISLR report for Dodgeville. This will separate each section of street block-by-block and the width and age of pavement will be added based on the WISLR data.

Watermain/Sanitary Sewer size and age will be inputted based on the information provided in the City GIS mapping or historical data. Sections of watermain may not be verified in size or age and will be noted on the spreadsheet.

Storm Sewer size will be inputted as an average of the mainline drainage system given the variability of storm sizes within any block of street.

Sidewalk data will be shown as whether or not the section of street has sidewalks on both sides, one side, or no sidewalk at all.

Consultant shall create estimates of replacement costs based on recent construction costs of per foot pricing. This pricing is intended to provide a rough estimate for budgeting purposes, but could vary based on unique site conditions not captured in this analysis. The spreadsheet will be built in a manner that will allow for updating of per foot pricing for future use of the analysis.

### **III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT**

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A.** Traffic counts
- B.** Field Data Collection

### **IV. INFORMATION PROVIDED BY OTHERS**

In order to complete our scope of services, the following information shall be provided by others:

- A.** GIS Data/System Maps
- B.** WISLR Data

### **V. SCHEDULE**

This Agreement is based upon the following anticipated schedule:

<u>Activity</u>	<u>Date</u>
<b>A.</b> Award of Civil Design Contract.....	January 2026
<b>B.</b> Client Review of Spreadsheet Progress .....	January 2026
<b>C.</b> Completion of Capital Improvement Spreadsheet.....	March 2026

### **VI. SCHEDULE OF DELIVERABLES**

The following deliverables shall be provided to the Client throughout the course of the project:

- A.** Capital Improvement Spreadsheet (Excel Format)

### **VII. DESIGNATION OF RESPONSIBLE PARTIES**

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Logan Hansen, Project Manager. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Logan Hansen.

The Client designates Dylan Wadzinski as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

## VIII. FEES

**A.** The fees to provide the scope of services described herein is summarized as follows:

1. Design Phase (Fixed Fee) ..... \$8,500

**TOTAL: \$8,500**

**B.** Reimbursable expenses are included in the above stated fees. Where sub-consultants are required, a 10% administrative charge has been included.

## IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to me at our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,



Logan Hansen, PE  
Project Manager

Enclosure: General Terms and Conditions

## AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

---

Dylan Wadzinski  
City of Dodgeville  
410 E Leffler St  
Dodgeville, WI 53533

---

Date

© Vierbicher Associates, Inc.

Consultant



---

Matt Muchow, PE  
Engineering Services Manager  
Vierbicher Associates, Inc.  
201 E. Main Street, Suite 100  
Reedsburg, WI 53959

---

January 21, 2026

Date

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)**  
**GENERAL TERMS AND CONDITIONS OF SERVICES**

**1. Services Not Provided as Part of This Agreement**

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

**2. Hazardous Environmental Conditions**

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

**3. Additional Services**

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

**4. Client's Responsibility**

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

**5. Additional General Considerations (for projects involving construction)**

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

## 6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 1/2% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

## 7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

## 8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

## 9. Insurance

### A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

### B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

### C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

## 10. Limitations of Liability/Indemnity

### A. Definitions:

- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
- 2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

### B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.

- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.

D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## 11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

## 12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain all ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

## 13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

## 14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

## 15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

## 16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

## 17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantity, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

## 18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

## 19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

## 20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

## 21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

## 22. Termination

The obligation to provide further services under this Agreement may be terminated:

### A. For Cause

- 1) By either party upon 30 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. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
  - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
  - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
  - c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

### B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

### C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

## 23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

## 24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

## 25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

## 26. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

## 27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

## 28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.

## COMMERCIAL LEASE

This Lease Agreement is dated October 1, 2024, by and between Dennis J. Marklein (Landlord), and the City of Dodgeville Public Library (Tenant). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to the tenant 1364 square feet located at 301 N. Iowa St., Dodgeville, WI 53533

**TERM.** The lease term will begin October 1, 2024 and will terminate or be renewed October 1, 2026.

**LEASE PAYMENTS.** Tenant shall pay to the Landlord monthly installments of \$650.00 payable in advance on the first day of each month. Lease payments shall be made to the Landlord at P.O. Box 147, Dodgeville, WI 53533

**USE OF Premises.** Tenant may use Premises only for Library related use.

**STORAGE.** Tenant shall be entitled to store items of personal property in the basement during the term of this lease.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination. Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of Landlord's interest in the Premises.

Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least one million dollars. Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**MAINTENANCE.** Landlord's obligations shall include:

- Roof, outside walls, and other structural parts of the building.
- The sewer, water pipes, and other matters relating to plumbing.
- The electrical wiring
- The air conditioning system
- All other items of maintenance not specifically delegated to the Tenant under this Lease.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conduction of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than an amount approved by insurance, Landlord shall repair the Premise and a just proportion of the lease payments shall abate during the period of repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable in sixty days, or the cost of repair exceeds amount approved by insurance or if the Landlord is prevented from repairing damage due to circumstances beyond the Landlord's control, or if the property is condemned, this lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned

rent paid in advance by the Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within three days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law) and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to the Tenant's financial obligation under this Lease. Tenant shall pay all costs, damages and expenses (including reasonable attorney's fees and expense) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent. Such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have obligation to conduct any construction or remodeling ( at Tenant' expense) that may be required to use the Premises as specified in above.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against all losses, claims, liabilities, and other expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of Premises, except Landlord's act or negligence.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which will not be unreasonably withheld). Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgages, tenants or workers.

**COMPLIANCE WITH REGULATIONS:** Tenant shall comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**ASSIGNABILITY/ SUBLetting.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Dennis J. Marklein  
210 Kings Ct. P.O. Box 147  
Dodgeville, Wisconsin 53533

**TENANT:**

City of Dodgeville  
P.O. Box 147  
Dodgeville, Wisconsin 53533

**TENANT:**

Dodgeville Public Library  
301 N. Iowa St.  
Dodgeville, Wisconsin 53533

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the state of Wisconsin.

**ENTIRE AGREEMENT / AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions of this shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

By: 

Denis J. Marklein

Date: 1-20-26

**TENANT:**

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

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

City of Dodgeville

**TENANT:**

By: 

Dodgeville Public Library

Date: 9/30/24