



**PUBLIC NOTICE**

**Common Council Regular Meeting**

**Tuesday, May 05, 2026 at 5:30 PM**

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

**AGENDA**

**I. CALL TO ORDER AND ROLL CALL**

**I. PLEDGE OF ALLEGIANCE**

**II. CONSENT AGENDA**

- [1.](#) Approval of Minutes from April 21, 2026
- [2.](#) Approval of Claims from May 5, 2026
- [3.](#) Approval of a Special Event License for the following events: Farmers Appreciation Day hosted by Farmers Appreciation Day committee on July 12, 2026 ; Parent Palooza hosted by Upland Hills Health on May 6, 2026 ; Memorial Day Parade hosted by Gomer Lewis Post 97 American Legion on Monday, May 25, 2026 ; St Joseph School Tiger Chase hosted by St Joseph School on May 13, 2026; Isaah Argyle and Andrew Hessling Graduation Party hosted by Mary Jo Bennish and Bre Hessling on May 23, 2026
- [4.](#) Approval of Temporary B Alcohol Beverage License for the following events: 2026 Dodgeville Knights Home Talent Baseball Club games to be held on the following dates May 9, 24, 31, June 7, 11, 25, 28, July 2, 4, 9, 12, & 23, & August 6th at Centennial Park Concession Stand ; Tiger Chase hosted by St Joseph School & Church on May 13, 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**

- 5. Police Report
- [6.](#) 2025 Consumer Confidence Report
- 7. Interim Clerk/Treasurer Report
- 8. Mayor Report

**V. OLD BUSINESS**

**VI. NEW BUSINESS**

- [9.](#) Discussion and possible action to approve the job description and related ordinance for the city administrator position
- [10.](#) Discussion and possible action to approve the fire truck purchase contract to move forward with evaluation and potential purchase.

- [11.](#) Consider adoption of proposed Ordinance 26-8 regarding street and sidewalk excavations and openings
- [12.](#) Discussion to approve recommendation from the Public Works Committee to approve quote from Feiner Construction for the repair of the Comer Pool Shower Ceilings
- [13.](#) Discussion to approve recommendation from the Public Works Committee to approve quote from Feiner Construction for the addition of changing stalls to the men's locker room at the Comer Pool
- [14.](#) Discussion to approve recommendation from the Public Works Committee to approve quote from Feiner Construction for the replacement of multiple park facility doors contingent of a class 1 notice being published before work begins
- [15.](#) Discussion and possible action to approve renewal for the annual City Hall Fire Alarm Monitoring Agreement with Ahern
16. Discussion and possible action to fill seasonal Parks Laborer position
17. Discussion and possible action to stream and record all common council meetings on Zoom starting on June 2, 2026.

## **VII. ADJOURN**

18. 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, April 21, 2026 at 5:30PM

City Hall, 410 E Leffler Street, Dodgeville, WI

### I. CALL TO ORDER

The meeting was called to order at 5:30pm by Mayor Barry Hottmann.

### II. PLEDGE OF ALLEGIANCE

### III. OATHS OF OFFICE

#### 1. Swearing in of Newly Elected Officials

At the Tuesday, April 21<sup>st</sup>, 2026 Common Council meeting, the following were sworn in as elected officials as result of the April 7, 2026 Spring Election: Mayor Barry Hottmann, Council member Roxanne Reynolds-Lair, Council member Jeff "Potsie" Weber, Council member Jerry Johnson, and newly elected Council member Michelle Peterson.

### IV. ROLL CALL

Members present were: Shaun Sersch, Roxanne Reynolds-Lair, Tom DeVoss, Jeff "Potsie" Weber, Mike Olson, Jerry Johnson, Julie Johnson-Solberg, Michelle Peterson. Others present: Dylan Wadzinski (Director of Public Works), Logan Hanson (Vierbicher), Brandon Wilhelm (Dodgeville Police Chief), Megan James (Recreation Director), Pat Sieling (Dodgeville resident), Wendy Nipple (Dodgeville resident)

### V. CONSENT AGENDA

2. Approval of Minutes from April 8, 2026
3. Approval of Claims from April 21, 2026
4. Approval of Special Event License for the following event: Babies Gone Too Soon Annual Pregnancy & Infant Loss Memorial Walk hosted by Babies Gone Too Soon on May 23, 2026 at the Ley Pavilion ; All American Circus hosted by All American Circus on July 6, 2026 at the Ley Pavilion
5. Approval of Temporary B Alcohol Beverage License for the following event: 2026 Dodgeville Mat Club Fundraiser hosted by the Dodgeville Mat Club Inc on May 9, 2026 at the Ley Pavilion

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

### VI. 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, Dodgeville resident Wendy Nipple addressed the common council with various concerns including ADA access to downtown businesses, handicapped stall availability, etc. While stating these concerns, Nipple also

informed council about research she had done about the city needing an ADA coordinator if over 50 employees, and was concerned in finding out that the City of Dodgeville had not had an ADA coordinator since June 2025. During public comment, Nipple also stated her concerns with the Dodgeville Police Department not having any handicapped stalls, and stated her concerns with how handicapped stalls are not marked at the Merrimac and Main Center. Nipple also voiced concerns about snow removal downtown, and expressed concerns with how snow had not been removed in a couple of stalls near Jeffrey’s bar. Nipple requested from the council that an ADA coordinator be assigned ASAP, and asked for this ADA Coordinator to address these concerns that she brought forth to council. Lastly, Nipple presented her concerns about the cross walk located near her residence, and noted that these are trip hazards, and asked for these to be fixed ASAP to avoid trips/falls.

As a response to Nipple’s concerns, Council Member Olson addressed Nipple and stated that the snow removal policy is currently being reviewed and will be worked on at future committee meetings.

Mayor Hottmann also addressed Nipple’s concerns about the city not having an ADA Coordinator, and stated that the city is working on getting someone re-assigned to this role.

**VII. REPORTS/RECOMMENDATIONS**

6. Police Report

During the Police Report, Dodgeville Police Chief Brandon Wilhelm stated that the concerns of handicapped stall at the Dodgeville Police Department would be brought up at the next Public Works Committee meeting. Chief Wilhelm also noted that there are no issues so far with the road construction project occurring on Johns Street and Highway 18. Lastly, Chief Wilhelm inquired about designating a storm shelter for the City of Dodgeville, and asked that this be included on the next Public Works Committee agenda.

7. Library Building Project Update

Library director Carrie Portz was unable to attend the April 21<sup>st</sup> council meeting, but provided a handout as part of the agenda packet for the April 21<sup>st</sup> council meeting.

8. Recreation Update

During the Recreation Update, Rec Director Megan James stated that the flashlight egg hut was a success. James stated that there was an estimated 150 kids in attendance, with 1200 + eggs filled and distributed. James stated that summer registration was now open. The Comer Pool will open on June 1, 2026. James also stated that the pool shade at Comer Pool had been installed. Local sponsorships along with sponsorship for fence signs at Harris Park and donations for the newly created financial assistance program had started being received. Softball and baseball practices began week of April 20<sup>th</sup>. City of Dodgeville hosts their flag football tournament of games the weekend of May 2<sup>nd</sup>. Lastly, James stated that she is currently in need of umpires for the summer recreation season. James also stated that she is working on promoting adult programming for summer programs as well.

9. Interim Clerk/Treasurer Report

During the Interim Clerk/Treasurer report, Wolfe informed council about attending the Clerks Northern Conference in Eau Claire during the week of April 13<sup>th</sup>, 2026. Wolfe informed council of various projects she was working on including prepping for licensing season, completing a variety of reports mandated by the WI Department of Revenue, and scheduling of events for the Ley Pavilion. Lastly, Wolfe stated she was playing a little catchup of her day to day duties, now that the Spring Election has been completed.

10. Mayor Report

During the Mayor report, Mayor Hottmann stated that he is looking to do a discussion of zoom option for future council meetings at a future council meeting. Hottmann also informed council that he is currently working on council expectations and meeting etiquette to be discussed/reviewed at a future council meeting. Committee reports will also be added as agenda items for future council agendas. Lastly, Mayor Hottmann informed council that a community engagement meeting will be planned in the future regarding the Vibrant Spaces location that was approved at Plan Commission. And finally, Mayor Hottmann stated that the developer agreements for incoming Pizza Ranch and True Hotel will likely be brought to the second council meeting in May 2026 for review and possible approval by council.

11. City Administrator Update

During the City Administrator update, council member Tom DeVoss informed council that the job posting, job description, and ordinance have been received from Public Administration Associates LLC and will be reviewed/discussed at a future Administration & Personnel meeting. DeVoss noted that once these have been reviewed/approved by Administration & Personnel committee, the hope is to have drafts be presented to common council at a future May 2026 council meeting for review/approval.

**VIII. OLD BUSINESS**

There was no old business

**IX. NEW BUSINESS**

12. Discussion and possible action to approve agreement with Vierbicher for engineering consulting services related to TID No. 3 – Bennett Road and USH 18 Infrastructure project

Motion by Reynolds-Lair, second by Sersch to approve agreement with Vierbicher for engineering consulting services related to TID No. 3 – Bennett Road and USH 18 Infrastructure project, contingent on signed developers agreements. Roll call vote 8-0. Motion carried.

13. Discussion and possible action to approve proposal from Heartland Ecological Group for professional consulting services related to wetland delineation and the TID No. 3 – Bennett Road and USH 18 Infrastructure project

Motion by Sersch, second by Reynolds-Lair to approve proposal from Heartland Ecological Group for professional consulting services related to wetland delineation and the TID No. 3 – Bennett Road and USH 18 Infrastructure project, contingent on signed developers agreements. Roll call vote 8-0. Motion carried.

14. Discussion and possible action to approve recommendation from the Public Works Committee to approve Change Order #3 – Final for 2023 Water System Improvements Project.

Motion by DeVoss, second by Olson to approve recommendation from the Public Works Committee to approve Change Order #3 – Final for 2023 Water System Improvements Project. Roll call vote 8-0. Motion carried.

15. Discussion and possible action to approve recommendation from the Public Works Committee to approve changes to Section 8.03 Street and Sidewalk Excavations and Openings

Motion by Olson, second by Weber to approve recommendation from the Public Works Committee to approve changes to Section 8.03 Street and Sidewalk Excavations and Openings. Roll call vote 8-0. Motion carried.

16. Discussion and possible action to approve bid from Rule Construction for the 2026 Truck Stop Concrete Removal Project

Motion by Weber, second by Johnson-Solberg to approve bid from Rule Construction for the 2026 Truck Stop Concrete Removal Project. Roll call vote 8-0. Motion carried.

17. Discussion and possible action to approve Resolution 2026-06: Designating Official Newspaper

Motion by DeVoss, second by Olson to approve Resolution 2026-06: Designating Official Newspaper. Voice vote 8-0. Motion carried.

18. Discussion and possible action to approve Resolution 2026-05: Designating of Public Depositories

Motion by Reynolds-Lair, second by Johnson-Solberg to approve and amend Resolution 2026-05: Designating of Public Depositories, adding BMO Harris Bank as an additional bank for the City of Dodgeville. Roll call vote 8-0. Motion carried.

19. Recommendation of the mayor to appoint Utility Clerk/Administrative Assistant Danielle Reddell to Interim Deputy Clerk for the City of Dodgeville

Motion by Weber, second by Reynolds-Lair to appoint Utility Clerk/Administrative Assistant Danielle Reddell to Interim Deputy Clerk for the City of Dodgeville. Roll call vote 8-0. Motion carried.

20. Appointment of 2026-2027 Boards, Committees, & Commissions

Motion by Sersch, second by Johnson to approve appointment of 2026-2027 Boards, Committee, & Commissions as presented. Voice vote 8-0. Motion carried.

**X. ADJOURN**

21. Motion to adjourn

Motion by Peterson, second by Weber to adjourn. Voice vote 8-0. Motion carried.

Time: 6:35pm



**COMMON COUNCIL - CLAIMS REPORT**

Tuesday, May 5, 2026

	<b>AMOUNT</b>
<b><i>Accounts Payable</i></b>	
Capital Project Fund	\$ 640,153.80
American Rescue Plan (ARPA)	\$ -
Affordable Housing Fund	
General Fund	\$ 69,209.60
Debt Service Fund	
Water Fund	\$ 58,692.77
Sewer Fund	\$ 75,822.40
Library Fund	\$ 2,788.84
TID 3 Fund	\$ 15,180.00
<b>TOTAL ACCOUNTS PAYABLE</b>	<b><u>\$ 861,847.41</u></b>

<b><i>Payroll</i></b>	
General Fund (100)	\$ 83,968.47
Water Fund (200)	\$ 7,496.16
Sewer Fund (300)	\$ 7,615.35
Special Purpose Library Fund (150)	\$ 11,493.88
<b>TOTAL PAYROLL</b>	<b><u>\$ 110,573.86</u></b>

<b>TOTALS BY FUND</b>	
GENERAL (100, 140, 150, 160, 161, 170)	\$ 822,794.59
WATER (200)	\$ 66,188.93
SEWER (300)	\$ 83,437.75
<b>TOTAL ALL PAYMENTS</b>	<b><u>\$ 972,421.27</u></b>

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/26	04/27/2026	65832	982	THE OBRION AGENCY LLC	150-21000-000-000	168.00
04/26	04/22/2026	65833	2227	Creative Business Interiors Inc	160-21000-000-000	59,301.47 V
04/26	04/27/2026	65834	2187	Arcadia Books	150-21000-000-000	149.55
04/26	04/27/2026	65835	1736	MicroMarketing LLC	150-21000-000-000	251.07
04/26	04/27/2026	65836	911	SOUTHWEST WI LIBRARY SYSTEM	150-21000-000-000	30.00
05/26	05/05/2026	65838	1299	ABT MAILCOM	300-21000-000-000	1,929.60
05/26	05/05/2026	65839	22	Agsource Cooperative Services Inc	300-21000-000-000	1,056.78
05/26	05/05/2026	65840	1596	ASSOCIATED APPRAISAL CONSULTANTS INC.	100-21000-000-000	1,785.63
05/26	05/05/2026	65841	82	BADGER SPORTING GOODS CO INC	100-21000-000-000	185.00
05/26	05/05/2026	65842	1776	Blain's Farm & Fleet	100-21000-000-000	997.52
05/26	05/05/2026	65843	120	BOARDMAN & CLARK LLP	100-21000-000-000	15,485.00
05/26	05/05/2026	65844	128	BOUND TREE MEDICAL LLC	100-21000-000-000	943.58
05/26	05/05/2026	65845	149	BYTEC RESOURCE MANAGEMENT	300-21000-000-000	47,537.80
05/26	05/05/2026	65846	210	COLLINS & HYING LLC	100-21000-000-000	419.10
05/26	05/05/2026	65847	211	COMELEC SERVICES INC	100-21000-000-000	5,416.00
05/26	05/05/2026	65848	223	CORE & MAIN LP	200-21000-000-000	1,100.00
05/26	05/05/2026	65849	229	CT LABORATORIES	300-21000-000-000	455.00
05/26	05/05/2026	65850	295	DODGEVILLE AREA CHAMBER	100-21000-000-000	10,631.50
05/26	05/05/2026	65851	311	DONS TIRE INC	100-21000-000-000	2,602.88
05/26	05/05/2026	65852	2122	Dougherty ICF	100-21000-000-000	600.00
05/26	05/05/2026	65853	1823	Elan Financial Services	100-21000-000-000	11,290.43
05/26	05/05/2026	65854	370	FIRE & SAFETY EQUIPMENT III LLC	100-21000-000-000	368.00
05/26	05/05/2026	65855	389	Galls LLC	100-21000-000-000	74.74
05/26	05/05/2026	65856	427	HALLADA MOTORS INC	200-21000-000-000	487.44
05/26	05/05/2026	65857	340	IAR LLC	100-21000-000-000	314.10
05/26	05/05/2026	65858	455	IOWA COUNTY CLERK	100-21000-000-000	221.00
05/26	05/05/2026	65859	2144	J.F. Ahern Co.	100-21000-000-000	4,397.00
05/26	05/05/2026	65860	516	JOHNSON BLOCK AND COMPANY INC	300-21000-000-000	27,205.00
05/26	05/05/2026	65861	2066	Mandi Andrews	100-21000-000-000	20.00
05/26	05/05/2026	65862	640	MARKS AUTO REPAIR	100-21000-000-000	1,267.33
05/26	05/05/2026	65863	642	MARTELLE WATER TREATMENT INC	200-21000-000-000	1,237.40
05/26	05/05/2026	65864	668	MHTC-MH	100-21000-000-000	1,634.03
05/26	05/05/2026	65865	712	MUELLER GRAPHICS	100-21000-000-000	1,120.00
05/26	05/05/2026	65866	713	MUELLER IMPLEMENT INC	100-21000-000-000	57.90
05/26	05/05/2026	65867	746	OREILLY AUTO PARTS	100-21000-000-000	635.18
05/26	05/05/2026	65868	778	PILLING ELECTRIC SERVICE LLC	100-21000-000-000	3,074.42
05/26	05/05/2026	65869	1912	Portzen Construction Inc	200-21000-000-000	40,427.00
05/26	05/05/2026	65870	790	PREMIUM WATERS INC	100-21000-000-000	123.48
05/26	05/05/2026	65871	835	RITCHIE IMPLEMENT INC	100-21000-000-000	795.45
05/26	05/05/2026	65872	901	SINGER LUMBER CO INC	100-21000-000-000	43.50
05/26	05/05/2026	65873	622	SJE	300-21000-000-000	6,285.83
05/26	05/05/2026	65874	912	SOUTHWEST WI TECHNICAL COLLEGE	100-21000-000-000	473.00
05/26	05/05/2026	65875	926	STAPLES ADVANTAGE	100-21000-000-000	870.71
05/26	05/05/2026	65876	950	SWTC	100-21000-000-000	1,438.62
05/26	05/05/2026	65877	1393	TC NETWORKS INC	100-21000-000-000	3,325.47
05/26	05/05/2026	65878	2123	Team Laboratory Chemical LLC	300-21000-000-000	241.50
05/26	05/05/2026	65879	1040	UPLAND HILLS HEALTH INC	100-21000-000-000	93.68
05/26	05/05/2026	65880	1159	WILHELM, BRANDON	100-21000-000-000	20.00
05/26	05/05/2026	65881	1109	WIL-KIL	100-21000-000-000	277.81
05/26	05/05/2026	65882	516	JOHNSON BLOCK AND COMPANY INC	160-21000-000-000	5,032.00
05/26	05/05/2026	65883	294	DODGEVILLE AREA AMBULANCE	100-21000-000-000	1,620.00
05/26	05/05/2026	65884	1848	Joseph Pepper	100-21000-000-000	60.00
05/26	05/05/2026	65885	1823	Elan Financial Services	150-21000-000-000	953.66

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/26	05/05/2026	65886	668	MHTC-MH	150-21000-000-000	172.56
05/26	05/05/2026	65887	2116	Daniels Construction	160-21000-000-000	572,974.48
04/26	04/24/2026	700373	1397	DEERE CREDIT INC	160-21000-000-000	1,783.83
04/26	04/30/2026	700374	2063	Employee Benefits Corporation	100-21000-000-000	90.00
05/26	05/03/2026	700375	1397	DEERE CREDIT INC	160-21000-000-000	1,062.02
04/26	04/27/2026	700376	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	150-21000-000-000	211.91
04/26	04/27/2026	700377	1328	GFC Leasing WI	150-21000-000-000	243.85
05/26	05/05/2026	700378	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	100-21000-000-000	18,608.09
05/26	05/05/2026	700379	1328	GFC Leasing WI	100-21000-000-000	169.51
Grand Totals:						861,847.41

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-21000-000-000	338.80	69,548.40-	69,209.60-
100-51300-000-000	42.35	.00	42.35
100-51410-325-000	45.00	.00	45.00
100-51410-390-000	65.85	.00	65.85
100-51420-325-000	920.11	.00	920.11
100-51440-326-000	263.61	.00	263.61
100-51440-390-000	221.00	.00	221.00
100-51510-210-000	11,355.00	.00	11,355.00
100-51530-210-000	1,785.63	.00	1,785.63
100-51600-340-000	299.81	.00	299.81
100-51600-390-000	357.00	.00	357.00
100-51710-222-000	1,665.71	.00	1,665.71
100-51710-224-000	251.82	.00	251.82
100-51710-240-000	1,561.87	.00	1,561.87
100-51710-310-000	98.85	.00	98.85
100-51710-315-000	481.09	.00	481.09
100-51710-390-000	4,397.00	.00	4,397.00
100-51963-210-000	240.00	.00	240.00
100-51963-390-000	135.00	.00	135.00
100-52100-175-000	74.74	.00	74.74
100-52100-210-000	169.51	.00	169.51
100-52100-222-000	413.70	.00	413.70
100-52100-224-000	299.18	.00	299.18
100-52100-240-000	693.43	.00	693.43
100-52100-325-000	473.00	299.89-	173.11
100-52100-326-000	40.00	.00	40.00
100-52100-340-000	810.32	.00	810.32
100-52100-400-000	160.00	.00	160.00
100-52100-720-000	741.21	.00	741.21
100-52200-222-000	744.85	.00	744.85
100-52200-224-000	101.29	.00	101.29
100-52200-325-000	540.00	.00	540.00
100-52200-340-000	314.10	.00	314.10
100-52200-400-000	1,023.86	38.91-	984.95
100-52300-210-000	706.23	.00	706.23
100-52300-222-000	591.15	.00	591.15
100-52300-224-000	345.73	.00	345.73
100-52300-310-000	41.99	.00	41.99
100-52300-325-110	1,092.90	.00	1,092.90

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-52300-325-130	1,438.62	.00	1,438.62
100-52300-345-000	1,037.26	.00	1,037.26
100-52300-500-000	1,719.00	.00	1,719.00
100-52300-720-000	766.37	.00	766.37
100-52400-224-000	29.25	.00	29.25
100-53100-225-000	45.00	.00	45.00
100-53100-300-000	45.85	.00	45.85
100-53230-390-000	701.44	.00	701.44
100-53240-390-000	10,052.96	.00	10,052.96
100-53415-390-000	447.71	.00	447.71
100-53420-390-000	690.72	.00	690.72
100-54910-222-000	151.04	.00	151.04
100-54910-224-000	64.99	.00	64.99
100-54910-340-000	1,209.77	.00	1,209.77
100-54910-700-000	600.00	.00	600.00
100-55200-222-000	1,576.85	.00	1,576.85
100-55200-224-000	69.99	.00	69.99
100-55200-390-000	45.00	.00	45.00
100-55200-400-000	564.30	.00	564.30
100-55200-600-000	2,123.75	.00	2,123.75
100-55200-615-000	339.99	.00	339.99
100-55300-220-000	45.00	.00	45.00
100-55300-300-000	16.60	.00	16.60
100-55300-600-000	65.88	.00	65.88
100-55310-000-000	156.45	.00	156.45
100-55420-200-000	47.50	.00	47.50
100-55420-300-000	27.69	.00	27.69
100-55420-310-000	254.04	.00	254.04
100-55420-600-000	74.99	.00	74.99
100-56500-000-000	700.00	.00	700.00
100-56700-210-000	10,876.50	.00	10,876.50
150-21000-000-000	.00	2,788.84-	2,788.84-
150-55115-000-000	315.00	.00	315.00
150-55115-221-000	333.24	.00	333.24
150-55115-223-000	68.38	.00	68.38
150-55115-224-000	243.85	.00	243.85
150-55115-300-000	44.00	.00	44.00
150-55115-311-000	114.00	.00	114.00
150-55115-321-000	149.55	.00	149.55
150-55115-322-000	251.07	.00	251.07
150-55115-324-000	45.00	.00	45.00
150-55115-361-000	294.90	.00	294.90
150-55115-371-000	50.00	.00	50.00
150-55115-381-000	563.76	.00	563.76
150-55115-391-000	211.91	.00	211.91
150-55115-394-000	104.18	.00	104.18
160-21000-000-000	59,301.47	699,455.27-	640,153.80-
160-57610-000-000	696,609.42	59,301.47-	637,307.95
160-58100-000-000	2,845.85	.00	2,845.85
200-18116-000-397	40,427.00	.00	40,427.00
200-21000-000-000	.00	58,692.77-	58,692.77-
200-46452-000-200	10.48	.00	10.48
200-51510-000-000	7,200.00	.00	7,200.00
200-53700-622-000	6,429.32	.00	6,429.32
200-53700-631-000	1,237.40	.00	1,237.40
200-53700-641-000	13.05	.00	13.05
200-53700-654-000	1,100.00	.00	1,100.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
200-53700-660-000	60.30	.00	60.30
200-53700-680-000	964.80	.00	964.80
200-53700-681-000	630.67	.00	630.67
200-53700-682-000	619.75	.00	619.75
300-21000-000-000	.00	75,822.40-	75,822.40-
300-51510-000-000	7,200.00	.00	7,200.00
300-53600-000-821	1,557.80	.00	1,557.80
300-53600-000-827	4,082.62	.00	4,082.62
300-53600-000-831	2,991.50	.00	2,991.50
300-53600-000-834	8,727.24	.00	8,727.24
300-53600-000-840	964.80	.00	964.80
300-53600-000-851	629.13	.00	629.13
300-53600-000-852	49,669.31	.00	49,669.31
430-21000-000-000	.00	15,180.00-	15,180.00-
430-51510-000-000	750.00	.00	750.00
430-57700-000-000	14,430.00	.00	14,430.00
<b>Grand Totals:</b>	<u>981,127.95</u>	<u>981,127.95-</u>	<u>.00</u>

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Report Criteria:  
 Report type: Summary  
 Check.Type = {<>} "Adjustment"

Report Criteria:

Invoices with totals above \$0.00 included.  
Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>GENERAL FUND</b>								
Total GENERAL FUND:					69,209.60	69,209.60		
<b>SPECIAL PURPOSE LIBRARY FUND</b>								
Total SPECIAL PURPOSE LIBRARY FUND:					2,788.84	2,788.84		
<b>CAPITAL PROJECT FUND</b>								
Total CAPITAL PROJECT FUND:					640,153.80	640,153.80		
<b>WATER</b>								
Total WATER:					58,692.77	58,692.77		
<b>SEWER</b>								
Total SEWER:					75,822.40	75,822.40		
<b>TIF 3</b>								
Total TIF 3:					15,180.00	15,180.00		
Grand Totals:					861,847.41	861,847.41		

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

GL Account	Debit	Credit	GL Account	Debit	Credit
200-53700-680-000	967.40	.00	200-53700-680-100	1,090.41	.00
200-53700-686-000	837.41	.00	300-53600-000-831	451.29	.00
300-53600-000-832	253.89	.00	300-53600-000-834	3,237.35	.00
300-53600-000-840	2,057.79	.00	300-53600-000-850	145.27	.00
300-53600-000-854	1,469.76	.00	999-10001-000-000	.00	71,740.00-
			Totals:	110,573.86	110,573.86-

04/26/2026 Fund Summary

Fund	Debit	Credit	Fund	Debit	Credit	Fund	Debit	Credit
100	83,968.47	38,833.86-	150	11,493.88	.00	200	7,496.16	.00
300	7,615.35	.00	999	.00	71,740.00-			
						Totals:	110,573.86	110,573.86-

04/26/2026 GL Activity Summary

GL Activity Number	GL Activity Title	Debit	Credit	GL Activity Number	GL Activity Title	Debit	Credit	
0								
						Totals:	.00	.00





CITY OF DODGEVILLE  
SPECIAL EVENT LICENSE  
FEE: \$30.00

**ADDITIONAL MATERIALS**

With your application please include the following materials:

- A detailed map if street use is involved with the event.
- Certificate of Liability Insurance for general liability coverage (minimum of \$300,000 for the injury or death of any one person, \$50,000 for property damage, and \$1,000,000 aggregate coverage for the event).
- Additional applications as needed: Alcohol Licensing, Vending Permits, Facility Use or Pavilion rental agreements

**ACKNOWLEDGEMENT**

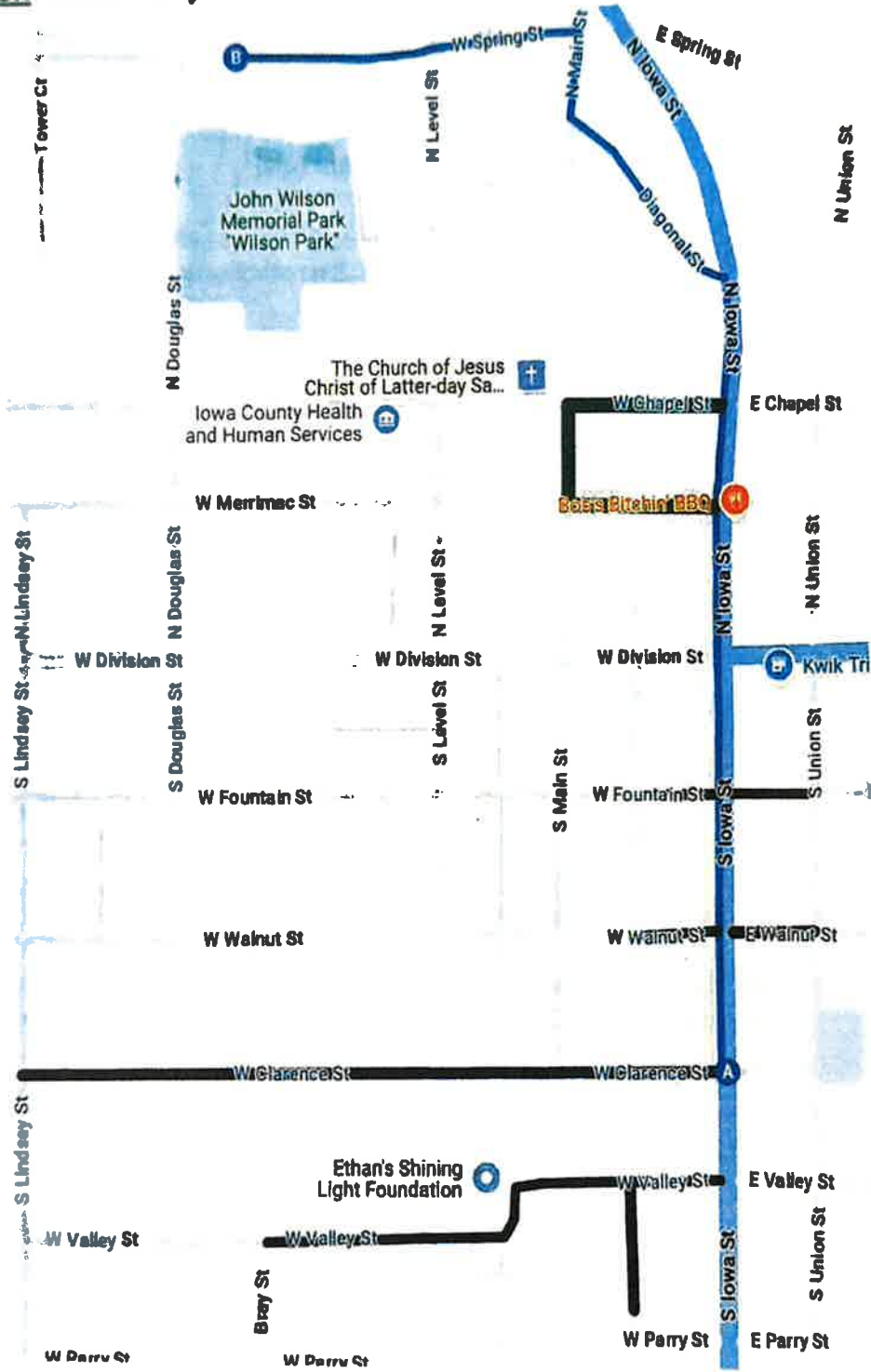
- If applicable, I understand that I may be required to set up barricades at the locations designated by the City and to take down the barricades after the event. Generally, barricades may be set in place no earlier than ½ hour before the start of the event and must be removed immediately following the event and returned to the location designated by the City no more than 1 hour after the conclusion of the event.*
- I understand that pursuant to Chapter 12.05 of the municipal code, I may be charged for the cost of "Extraordinary Services" provided by the City that exceed \$500 as a result from the Special Event.*
- I certify that I have read and understand Chapter 12.05 of the municipal code, and agree to adhere to all of the rules and requirements outlined in the ordinance.*
- I certify that all information provided on this application is true and correct.*
- I, Kayla Sazama, organizer of the event: Farmers Appreciation Day*  
*(insert name/organization) (insert name of event)*

*shall indemnify, hold harmless, and defend City of Dodgeville, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, which arise from or out of the above specified event.*

  
Signature of Applicant

04/22/2026  
Date

Blue- Parade Route  
Black- Parade line up streets  
Green-Block Party



**Barricades for Parade**

**Line Up Streets**

- S. Lindsey & W. Clarence (x2?)
- S. Main & W. Clarence
- E. Walnut & S. Union (also stops traffic for parade route)
- W. Walnut & S. Main (also stops traffic for parade route)
- W. Fountain & S. Montgomery (also stops traffic for parade route)
- E. Fountain & S. Union (also stops traffic for parade route)

**Parade Route Streets**

- W. Valley & S. Iowa (to stop traffic on S. Iowa)
- E. Valley & S. Iowa
- E. Clarence & S. Iowa
- E. Division & S. Iowa
- W. Division & S. Iowa
- E. Merrimac & N. Iowa (not needed as long as Block Party is there)
- W. Merrimac & N. Iowa (also needed for courthouse event until 3pm)
- E. Chapel & N. Iowa
- W. Chapel & N. Iowa (also needed for courthouse event until 3pm)
- E. Monitor & N. Iowa
- N. Montgomery & Diagonal (handicap parking, not sure how we block but is a problem)
- E. Spring & N. Iowa
- W. Spring & N. Iowa (or is it N. Bequette)
- N. Main & N. Bequette
- N. Level & W. Spring (x2)
- N. Douglas & W. Spring (x2)

**Courthouse Event**

- N. Montgomery & W. Merrimac
- N. Main & W. Merrimac (x2 or whatever it takes to completely block BOTH intersections)
- N. Main & Diagonal (block off N. Main early?)
- N. Montgomery & Diagonal (handicap parking, not sure how we block but is a problem)
- W. Chapel & N. Main (may need two barricades to block BOTH intersections?)

**No Parking Signs**





CITY OF DODGEVILLE  
SPECIAL EVENT LICENSE  
FEE: \$30.00

**ADDITIONAL MATERIALS**

With your application please include the following materials:

- A detailed map if street use is involved with the event.
- Certificate of Liability Insurance for general liability coverage (minimum of \$300,000 for the injury or death of any one person, \$50,000 for property damage, and \$1,000,000 aggregate coverage for the event).
- Additional applications as needed: Alcohol Licensing, Vending Permits, Facility Use or Pavilion rental agreements

**ACKNOWLEDGEMENT**

*If applicable, I understand that I may be required to set up barricades at the locations designated by the City and to take down the barricades after the event. Generally, barricades may be set in place no earlier than ½ hour before the start of the event and must be removed immediately following the event and returned to the location designated by the City no more than 1 hour after the conclusion of the event.*

*I understand that pursuant to Chapter 12.05 of the municipal code, I may be charged for the cost of "Extraordinary Services" provided by the City that exceed \$500 as a result from the Special Event.*

*I certify that I have read and understand Chapter 12.05 of the municipal code, and agree to adhere to all of the rules and requirements outlined in the ordinance.*

*I certify that all information provided on this application is true and correct.*

*I, Angela Turpin, organizer of the event: Parent Palooza*  
*(insert name/organization) (insert name of event)*

*shall indemnify, hold harmless, and defend City of Dodgeville, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, which arise from or out of the above specified event.*

Angela Turpin  
*Signature of Applicant*

04/27/2026  
*Date*

# DODGEVILLE

At the heart of it all!

CITY OF DODGEVILLE  
SPECIAL EVENT LICENSE  
FEE: \$30.00

### APPLICANT INFORMATION

ORGANIZATION/ENTITY NAME: GOMER LEWIS POST 97, AMERICAN LEGION  
PRIMARY EVENT CONTACT: DAVID E. BELL      PHONE: 608 574 3265  
EMAIL: dgbafe@mhtc.net      ALT PHONE: 608 935 5090  
ADDRESS: 608 N LEVEL ST      CITY: DODGEVILLE      STATE: WI      ZIP: 53533

### EVENT INFORMATION

NAME OF EVENT: MEMORIAL DAY PARADE  
START DATE/TIME: 05/25/26 10AM      END DATE/TIME: 05/25/26 1115  
*(Include set-up and tear-down/clean-up time. A 48-hr notice is required if event time changes or is cancelled.  
If notice is NOT given, costs may be assessed for loss of City Staff time)*

GENERAL EVENT TYPE:

Parade       Block Party       Expo       Other (Describe):

EXEPECTED NUMBER OF ATTENDEES: 200

USE OF STREETS:      Are Street Barricades Required? Yes

State or County Approval Required? Yes

*(For Events Involving or crossing State or County Highways)*

DESCRIPTION: *Include a detailed description of all event activities such as vending, music, selling of food or alcohol beverages, location and use of tents, stages, sound amplification or other equipment, and attach a detailed plan for clean-up after the event, steps to be taken to prevent vehicular traffic from going through the area (if necessary), and steps that will be done to ensure underage people in are not served alcohol (if applicable). If using public streets, a detailed map MUST be provided with this application. Include additional pages if necessary.*

START AT DIVISION AND MAIN, GO TO EDWA  
TURN NORTH (LEFT) TO CHAPEL (TURN LEFT)  
AND PROGRAM AT COURTHOUSE.

# DODGEVILLE

*At the heart of it all!*

**CITY OF DODGEVILLE  
SPECIAL EVENT LICENSE  
FEE: \$30.00**

### ADDITIONAL MATERIALS

With your application please include the following materials:

- A detailed map if street use is involved with the event.
- Certificate of Liability Insurance for general liability coverage (minimum of \$300,000 for the injury or death of any one person, \$50,000 for property damage, and \$1,000,000 aggregate coverage for the event).
- Additional applications as needed: Alcohol Licensing, Vending Permits, Facility Use or Pavilion rental agreements

### ACKNOWLEDGEMENT

*If applicable, I understand that I may be required to set up barricades at the locations designated by the City and to take down the barricades after the event. Generally, barricades may be set in place no earlier than 1/2 hour before the start of the event and must be removed immediately following the event and returned to the location designated by the City no more than 1 hour after the conclusion of the event.*

*I understand that pursuant to Chapter 12.05 of the municipal code, I may be charged for the cost of "Extraordinary Services" provided by the City that exceed \$500 as a result from the Special Event.*

*I certify that I have read and understand Chapter 12.05 of the municipal code, and agree to adhere to all of the rules and requirements outlined in the ordinance.*

*I certify that all information provided on this application is true and correct.*

*I, DAVID E. BELL, organizer of the event: MEMORIAL DAY*  
(insert name/organization) (insert name of event)

*shall indemnify, hold harmless, and defend City of Dodgeville, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, which arise from or out of the above specified event.*

*David E. Bell*  
 Signature of Applicant

*April 28, 2026*  
 Date

### APPLICANT INFORMATION

ORGANIZATION/ENTITY NAME: St Joseph School  
PRIMARY EVENT CONTACT: Dana Graber PHONE: (608) 930-3393  
EMAIL: principal@stjoedodge.org ALT PHONE: (608) 516-9646  
ADDRESS: 305 E Walnut St CITY: Dodgeville STATE: WI ZIP: 53533

### EVENT INFORMATION

NAME OF EVENT: Tiger Chase  
START DATE/TIME: 5/13/26 5:00 am END DATE/TIME: 5/13/26 8:00 am

*(Include set-up and tear-down/clean-up time. A 48-hr notice is required if event time changes or is cancelled.  
If notice is NOT given, costs may be assessed for loss of City Staff time)*

#### GENERAL EVENT TYPE:

Parade  Block Party  Expo  Other (Describe): Fun Run

EXEPECTED NUMBER OF ATTENDEES: 100

USE OF STREETS: Are Street Barricades Required?  Yes  No

State or County Approval Required?  Yes  No

*(For Events involving or crossing State or County Highways)*

DESCRIPTION: *Include a detailed description of all event activities such as vending, music, selling of food or alcohol beverages, location and use of tents, stages, sound amplification or other equipment, and attach a detailed plan for clean-up after the event, steps to be taken to prevent vehicular traffic from going through the area (if necessary), and steps that will be done to ensure underage people in are not served alcohol (if applicable). If using public streets, a detailed map MUST be provided with this application. Include additional pages if necessary.*

The run/walk will start and finish at St Joes.

See attached map.

We will have a concessions tent for after the event.

### ADDITIONAL MATERIALS

With your application please include the following materials:

- A detailed map if street use is involved with the event.
- Certificate of Liability Insurance for general liability coverage (minimum of \$300,000 for the injury or death of any one person, \$50,000 for property damage, and \$1,000,000 aggregate coverage for the event).
- Additional applications as needed: Alcohol Licensing, Vending Permits, Facility Use or Pavilion rental agreements

### ACKNOWLEDGEMENT

If applicable, I understand that I may be required to set up barricades at the locations designated by the City and to take down the barricades after the event. Generally, barricades may be set in place no earlier than ½ hour before the start of the event and must be removed immediately following the event and returned to the location designated by the City no more than 1 hour after the conclusion of the event.

I understand that pursuant to Chapter 12.05 of the municipal code, I may be charged for the cost of "Extraordinary Services" provided by the City that exceed \$500 as a result from the Special Event.

I certify that I have read and understand Chapter 12.05 of the municipal code, and agree to adhere to all of the rules and requirements outlined in the ordinance.

I certify that all information provided on this application is true and correct.

I, Dana Graber, organizer of the event: Tiger Chase  
(insert name/organization) (insert name of event)  
shall indemnify, hold harmless, and defend City of Dodgeville, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, which arise from or out of the above specified event.

Dana Graber  
Signature of Applicant

4/30/26  
Date

Google Maps



Imagery ©2026, Map data ©2026 500 ft



### APPLICANT INFORMATION

ORGANIZATION/ENTITY NAME:

PRIMARY EVENT CONTACT: Mary Jo Benish

PHONE: 341-8595

EMAIL: mjcj5@hotmail.com

ALT PHONE:

ADDRESS: 510 W Walnut

CITY: Dodgeville

STATE: WI

ZIP: 53533

### EVENT INFORMATION

NAME OF EVENT: Argall & Hessling Graduation Party

START DATE/TIME: 5/1/2026 08:02

END DATE/TIME: 5/24/2610 08:03

*(Include set-up and tear-down/clean-up time. A 48-hr notice is required if event time changes or is cancelled. If notice is NOT given, costs may be assessed for loss of City Staff time)*

GENERAL EVENT TYPE:

- Parade     Block Party     Expo     Other (Describe): Graduation Party

EXEPECTED NUMBER OF ATTENDEES:                      200

USE OF STREETS:                      Are Street Barricades Required? **Yes**

State or County Approval Required? **Yes**  
*(For Events involving or crossing State or County Highways)*

**DESCRIPTION:** *Include a detailed description of all event activities such as vending, music, selling of food or alcohol beverages, location and use of tents, stages, sound amplification or other equipment, and attach a detailed plan for clean-up after the event, steps to be taken to prevent vehicular traffic from going through the area (if necessary), and steps that will be done to ensure underage people in are not served alcohol (if applicable). If using public streets, a detailed map MUST be provided with this application. Include additional pages if necessary.*

I am requesting permission to temporarily close a part of Vern Street for my son Isaiah's and Andrew Hesslings graduation party. We would like to place a 20' x 40' tent on the street with tables and chairs underneath for guests. The setup will not block any neighboring driveways, and those neighbors have been contacted and have given us their approval. If we determine that the tent cannot be secured in the street, we will place the tent in our yard and use the street only for light activities such as cornhole, other games, and additional seating. We plan to begin setup early in the morning on May 23 and will have everything taken down and the street fully cleared by 10am on May 24. We appreciate your consideration and will be sure the area remains safe, clean, and accessible if needed.

### ADDITIONAL MATERIALS

With your application please include the following materials:

- A detailed map if street use is involved with the event.
- Certificate of Liability Insurance for general liability coverage (minimum of \$300,000 for the injury or death of any one person, \$50,000 for property damage, and \$1,000,000 aggregate coverage for the event).
- Additional applications as needed: Alcohol Licensing, Vending Permits, Facility Use or Pavilion rental agreements

### ACKNOWLEDGEMENT

- If applicable, I understand that I may be required to set up barricades at the locations designated by the City and to take down the barricades after the event. Generally, barricades may be set in place no earlier than ½ hour before the start of the event and must be removed immediately following the event and returned to the location designated by the City no more than 1 hour after the conclusion of the event.*
- I understand that pursuant to Chapter 12.05 of the municipal code, I may be charged for the cost of "Extraordinary Services" provided by the City that exceed \$500 as a result from the Special Event.*
- I certify that I have read and understand Chapter 12.05 of the municipal code, and agree to adhere to all of the rules and requirements outlined in the ordinance.*
- I certify that all information provided on this application is true and correct.*
- I, Mary Jo Benish, organizer of the event: Graduation Party*  
*(insert name/organization) (insert name of event)*

*shall indemnify, hold harmless, and defend City of Dodgeville, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, which arise from or out of the above specified event.*

*Signature of Applicant*

05/01/2026  
*Date*

License(s) Requested	Fees	
<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees	\$
	Background Check	\$
	<b>Total Fees</b>	<b>\$</b>

**Part A: Organization Information**

1. Organization Name  
*Dodgeville Knights Home Talent Baseball Club*

2. Organization Permanent Address  
*156 West Merrimac street*

3. City  
*Dodgeville*

4. State  
*WI*

5. Zip Code  
*53533*

6. Mailing Address (if different from permanent address)  
*same*

7. FEIN

8. Date of Organization/Incorporation  
*1963*

9. State of Organization/Incorporation  
*WI*

10. Phone  
*608-341-5629*

11. Email  
*j.reilly@thedodgevillechronicle.com*

12. Organization type (check one)

Bona Fide Club       Church       Fair Association/Agricultural Society       Veteran's Organization

Lodge/Society       Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? . . . . . *NB* . . . . .  Yes     No

14. Wisconsin Seller's Permit Number (if applicable)

**Part B: Individual Information**

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
<i>Reilly</i>	<i>J Patrick (pat)</i>	<i>General Manager</i>	<i>608 341 8629</i>
<i>Reilly</i>	<i>T Michael</i>	<i>Treasurer</i>	<i>608 <del>578</del> 0887</i>
<i>Reilly</i>	<i>Ryan</i>	<i>Director</i>	<i>608-574-3210</i>

Continued →

**Part C: Event Information**

1. Name of Event (if applicable)  
HTL Season

2. Dates of Operation May 10 - 24 - 31 June 7 - 11 - 25 - 28  
July 2 - 9 - 10 - 23 August 6

3. Hours of Operation 1-6  
During Games 6-11

4. Premises Address  
Centennial Park Concession stand

5. City Dodgeville

6. State WI

7. Zip Code 53533

8. County Iowa

9. Governing Municipality  City  Town  Village  
of: Dodgeville

10. Aldermanic District

11. Organizer of Event (if not the named applicant)  
Dodgeville Knights Home Talent

12. Email and/or Phone Number for Organizer of Event  
608-341-8629

13. Organizer Website  
N/A

14. Event Website  
N/A

15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.  
Centennial Park Concessions stand  
grandstand  
Baseball Field area

**Part D: Attestation**

Who must sign this application?  
• one officer or director of the nonprofit organization

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name: Reilly

First Name: J. Patrick (Pat)

M.I.: P

Title: General Manager

Email: preilly@dodgevillechronicle.com

Phone: 608 341 8629

Signature: [Handwritten Signature]

Date: 3-30-21

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk

License Number

Date License Granted

Date License Issued

Signature of Clerk/Deputy Clerk

Date	Result	Opponent	Location	Status
Sat May 9	-	Ridgeway		6:00 0PM CDT
Sun May 17	-	@ Pine Bluff/MH		1:00 PM CDT
Sun May 24	-	Argyle		1:00 PM CDT
Sun May 31	-	Wiota		1:00 PM CDT
Sun Jun 7	-	Shullsburg/ Benton		1:00 PM CDT
Sun Jun 14	-	@ Verona		1:00 PM CDT
Sun Jun 21	-	@ Blanchardville		1:00 PM CDT
Sun Jun 28	-	Belleville		1:00 PM CDT
Sat Jul 4	-	Hollandale		1:00 PM CDT
Sun Jul 5	-	@ Muscoda		1:00 PM CDT
Sun Jul 12	-	Blanchardville		1:00 PM CDT
Sat Jul 18	-	@ Arena		1:00 PM CDT
Sun Jul 26	-	@ Argyle		1:00 PM CDT
Sun Aug 2	-	@ Hollandale		1:00 PM CDT

Location	Status		
Thu May 21	-	@ Mazomanie	7:30 PM CDT
Thu Jun 4	-	@ Sauk Prairie	7:30 PM CDT
Thu Jun 11	-	Reedsburg	7:30 PM CDT
Thu Jun 18	-	@ Arena	7:30 PM CDT
Thu Jun 25	-	Wisconsin Dells	7:30 PM CDT
Thu Jul 2	-	Cazenovia	7:30 PM CDT
Thu Jul 9	-	Mazomanie	7:30 PM CDT
Thu Jul 23	-	Sauk Prairie	7:30 PM CDT
Thu Jul 30	-	@ Reedsburg	7:30 PM CDT
Thu Aug 6	-	Arena	7:30 PM CDT

License(s) Requested	Fees	
<input type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees	\$ 10
	Background Check	\$
	<b>Total Fees</b>	<b>\$</b>

<b>Part A: Organization Information</b>				
1. Organization Name <i>St Joseph School &amp; Church</i>				
2. Organization Permanent Address <i>305 E Walnut St</i>				
3. City <i>Dodgeville</i>			4. State <i>WI</i>	5. Zip Code <i>53533</i>
6. Mailing Address (if different from permanent address)				
7. FEIN <i>39-0881987</i>		8. Date of Organization/Incorporation <i>10/24/91</i>		9. State of Organization/Incorporation <i>WI</i>
10. Phone <i>608 930 3393</i>		11. Email <i>principal@stjoedodge.org</i>		
12. Organization type (check one)				
<input type="checkbox"/> Bona Fide Club <input checked="" type="checkbox"/> Church <input type="checkbox"/> Fair Association/Agricultural Society <input type="checkbox"/> Veteran's Organization <input type="checkbox"/> Lodge/Society <input type="checkbox"/> Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.				
13. Is this organization required to hold a Wisconsin Seller's permit? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
14. Wisconsin Seller's Permit Number (if applicable)				

<b>Part B: Individual Information</b>			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.			
Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
<i>Graber</i>	<i>Dana</i>	<i>Principal</i>	<i>608 519 9646</i>

Continued →

**Part C: Event Information**

Section II. Item #4.

1. Name of Event (if applicable) <b>Tiger Chase</b>			
2. Dates of Operation <b>5-13-26</b>		3. Hours of Operation <b>5-8 pm</b>	
4. Premises Address <b>305 E Walnut St</b>			
5. City <b>Dodgeville</b>		6. State <b>WI</b>	7. Zip Code <b>53533</b>
8. County <b>Iowa</b>	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		10. Aldermanic District
11. Organizer of Event (if not the named applicant)		12. Email and/or Phone Number for Organizer of Event	
13. Organizer Website		14. Event Website	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.  <b>We will have a concessions booth in the parking lot</b>			

**Part D: Attestation**

Who must sign this application?  
• one officer or director of the nonprofit organization

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <b>Graber</b>		First Name <b>Dana</b>		M.I. <b>L</b>
Title <b>Principal</b>	Email <b>principal</b>		Phone <b>608 516 9646</b>	
Signature <b>Dana Graber</b>			Date <b>4-30-26</b>	

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

# **2025 Consumer Confidence Report Data DODGEVILLE WATERWORKS, PWS ID: 12500796**

**Este informe contiene información importante acerca de su agua potable. Haga que alguien lo traduzca para usted, o hable con alguien que lo entienda.**

**Dlaim ntawv tshaabzu nuav muaj lug tseemceeb heev nyob rua huv kws has txug cov dlej mej haus. Kuas ib tug paab txhais rua koj, los nrug ib tug kws paub lug thaam.**

## **Water System Information**

If you would like to know more about the information contained in this report, please contact Brian Schultz at (608) 574-4254.

## **Opportunity for input on decisions affecting your water quality**

Regular Common Council meetings are held on the first and third Tuesdays of the month at 410 E. Leffler Street starting at 5:30 PM.

## **Health Information**

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's safe drinking water hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the Environmental Protection Agency's safe drinking water hotline (800-426-4791).

## **Source(s) of Water**

Source ID	Source	Depth (in feet)	Status
5	Groundwater	726	Active
6	Groundwater	726	Active
8	Groundwater	748	Active
9	Groundwater	1020	Active

To obtain a summary of the source water assessment please contact, Brian Schultz at (608) 574-4254.

## Educational Information

The sources of drinking water, both tap water and bottled water, include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally- occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water, which shall provide the same protection for public health.

## Definitions

Term	Definition
AL	Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
HA and HAL	HA: Health Advisory. An estimate of acceptable drinking water levels for a chemical substance based on health effects information. HAL: Health Advisory

<b>Term</b>	<b>Definition</b>
	Level is a concentration of a contaminant which, if exceeded, poses a health risk and may require a system to post a public notice. Health Advisories are determined by US EPA.
HI	HI: Hazard Index: A Hazard Index is used to assess the potential health impacts associated with mixtures of contaminants. Hazard Index guidance for a class of contaminants or mixture of contaminants may be determined by the US EPA or Wisconsin Department of Health Services. If a Health Index is exceeded a system may be required to post a public notice.
Level 1 Assessment	A Level 1 assessment is a study of the water system to identify potential problems and determine, if possible, why total coliform bacteria have been found in our water system.
Level 2 Assessment	A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine, if possible, why an E. coli MCL violation has occurred or why total coliform bacteria have been found in our water system, or both, on multiple occasions.
MCL	Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MCLG	Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
MFL	million fibers per liter
MRDL	Maximum residual disinfectant level: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MRDLG	Maximum residual disinfectant level goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
mrem/year	millirems per year (a measure of radiation absorbed by the body)
NTU	Nephelometric Turbidity Units
pCi/l	picocuries per liter (a measure of radioactivity)
ppm	parts per million, or milligrams per liter (mg/l)
ppb	parts per billion, or micrograms per liter (ug/l)
ppt	parts per trillion, or nanograms per liter
ppq	parts per quadrillion, or picograms per liter
PHGS	PHGS: Public Health Groundwater Standards are found in NR 140 Groundwater Quality. The concentration of a contaminant which, if exceeded, poses a health risk and may require a system to post a public notice.
RPHGS	RPHGS: Recommended Public Health Groundwater Standards: Groundwater standards proposed by the Wisconsin Department of Health Services. The

<b>Term</b>	<b>Definition</b>
	concentration of a contaminant which, if exceeded, poses a health risk and may require a system to post a public notice.
SMCL	Secondary drinking water standards or Secondary Maximum Contaminant Levels for contaminants that affect taste, odor, or appearance of the drinking water. The SMCLs do not represent health standards.
TCR	Total Coliform Rule
TT	Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

## Detected Contaminants

Your water was tested for many contaminants last year. We are allowed to monitor for some contaminants less frequently than once a year. The following tables list only those contaminants which were detected in your water. If a contaminant was detected last year, it will appear in the following tables without a sample date. If the contaminant was not monitored last year, but was detected within the last 5 years, it will appear in the tables below along with the sample date.

### Disinfection Byproducts

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2025)	Violation	Typical Source of Contaminant
HAA5 (ppb)	H5	60	60	1	1		No	By-product of drinking water chlorination
TTHM (ppb)	H5	80	0	1.4	1.4		No	By-product of drinking water chlorination

### Inorganic Contaminants

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2025)	Violation	Typical Source of Contaminant
ARSENIC (ppb)		10	n/a	2	0 - 2	4/25/2023	No	Erosion of natural deposits; Runoff from orchards; Runoff from glass

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2025)	Violation	Typical Source of Contaminant
								and electronics production wastes
BARIUM (ppm)		2	2	0.040	0.023 - 0.040	5/1/2023	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
CADMIUM (ppb)		5	5	0.2	0.0 - 0.2	5/1/2023	No	Corrosion of galvanized pipes; Erosion of natural deposits; Discharge from metal refineries; runoff from waste batteries and paints
FLUORIDE (ppm)		4	4	0.2	0.1 - 0.2	5/1/2023	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
NICKEL (ppb)		100		3.6000	1.2000 - 3.6000	4/25/2023	No	Nickel occurs naturally in soils, ground water and surface waters and is often used in electroplating, stainless steel and alloy products.
NITRATE (N03-N) (ppm)		10	10	0.39	0.00 - 0.39		No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
SODIUM (ppm)		n/a	n/a	27.00	1.60 - 27.00	5/1/2023	No	n/a

Contaminant (units)	Action Level	MCLG	90th Percentile Level Found	Range	# of Results	Sample Date (if prior to 2025)	Violation	Typical Source of Contaminant
COPPER (ppm)	AL=1.3	1.3	0.2100	0.0190 - 0.5600	0 of 20 results were above the action level.	7/25/2023	No	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
LEAD (ppb)	AL=15	0	1.40	0.00 - 5.90	0 of 20 results were above the action level.	7/25/2023	No	Corrosion of household plumbing systems; Erosion of natural deposits

### PFAS Contaminants with a Recommended Health Advisory Level

Perfluoroalkyl and polyfluoroalkyl substances (PFAS) are a large group of human-made chemicals that have been used in industry and consumer products worldwide since the 1950. The following table list PFAS contaminants which were detected in your water and that have a Recommended Public Health Groundwater Standard (RPHGS) or Health Advisory Level (HAL). There are no violations for detections of contaminants that exceed the RPHGS or HAL. The RPHGS are levels at which concentrations of the contaminant present a health risk and are based on guidance provided by the Wisconsin Department of Health Services.

Note: The recommended health-based levels in the table below were in effect in 2024. These levels were revised by WDHS in 2025. They can be found here

<https://www.dhs.wisconsin.gov/water/gws.htm>.

Typical Source of Contaminant		<b>Drinking water is one way that people can be exposed to PFAS. In Wisconsin, two-thirds of people use groundwater as their drinking water source. PFAS can get in groundwater from places that make or use PFAS and release from consumer products in landfills.</b>			
Contaminant (units)	Site	RPHGS or HAL (PPT)	Level Found	Range	Sample Date (if prior to 2025)
PFHXS (ppt)		40	0.35	0.00 - 0.35	5/1/2023

## **Additional Health Information**

**Lead** can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Dodgeville Waterworks is responsible for providing high quality drinking water and removing lead pipes, but cannot control the variety of materials used in plumbing components in your home. You share the responsibility for protecting yourself and your family from the lead in your home plumbing. You can take responsibility by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Before drinking tap water, flush your pipes for several minutes by running your tap, taking a shower, doing laundry or a load of dishes. You can also use a filter certified by an American National Standards Institute accredited certifier to reduce lead in drinking water. If you are concerned about lead in your water and wish to have your water tested, contact Dodgeville Waterworks (Brian Schultz at (608) 574-4254). Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at <http://www.epa.gov/safewater/lead>.

## **Additional Information on Service Line Materials**

We developed an inventory of service lines connected to our distribution system. You can access the inventory by following these instructions: The CCR can be accessed at [dodgevillewi.gov](http://dodgevillewi.gov)

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**POSTION TITLE:** City Administrator

**REPORTS TO:** Mayor and Common Council

**DEPARTMENT:** Administration

**FLSA STATUS:** Exempt

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**Purpose of Position**

The City Administrator, subject to the limitations defined in Resolutions and Ordinances of the City of Dodgeville and the Wisconsin State Statutes, shall serve as the chief administrative officer for the City, responsible for carrying out the directives and policies of the Mayor and Common Council. This position shall have the clear authority to coordinate and administer the daily operations of municipal government and shall provide overall direction and leadership to City staff. The City Administrator serves as the principal advisor to the mayor, council, boards, commissions, and committees, offering guidance on administrative, legal, and fiscal matters in a nonpartisan, ethical manner. The City Administrator serves as an Ex-Officio member of the City's elected and appointed bodies but has no voting authority.

**Appointment and Tenure**

The City Administrator shall be considered an appointed officer, appointed by the affirmative vote of at least five (5) members of the Common Council. The Administrator shall hold office for an indefinite term subject to removal for just cause only by a concurring vote of at least five (5) members of the Common Council. In the event of termination without cause, the termination shall occur pursuant to the Employment Agreement between City and the City Administrator. The appointment may be terminated by the Administrator upon 30 days' written notice to the Mayor and Common Council prior to such termination.

**Essential Duties and Responsibilities**

The following duties and responsibilities are expected for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned by the Common Council.

Legislative & Intergovernmental Duties:

- Carry out Directives of the Mayor and Common Council which require administrative implementation, reporting promptly to the Mayor and Common Council any difficulties encountered therein;
- Be responsible for the administration of the day-to-day operations of the City government, including the monitoring of compliance with all City Ordinances, Resolutions, and applicable state and federal laws;

- Establish administrative procedures to increase the effectiveness and efficiency of City government according to current practices in local government, not inconsistent with directives of the Mayor and Common Council;
- Keep informed concerning current Federal, State, and County legislation and administrative rules affecting the City and submit appropriate reports and recommendations thereon to the Common Council;
- Keep informed concerning the availability of Federal, State, and County funds for local programs. Assist department heads and the Common Council in obtaining these funds under the direction of the Mayor and Common Council;
- Represent the City in matters involving legislative and intergovernmental affairs as authorized by the Mayor and Common Council;
- In consultation with the Mayor, act as public information officer (PIO) for the City for non-police and non-fire department issues, with the responsibility of assuring that the news media are kept informed about the operations of the City and that all open meeting and public record laws and regulations are followed;
- Establish and maintain procedures to facilitate communications between citizens and City government to assure that complaints, grievances, recommendations, and other matters receive prompt attention by the responsible official, and to assure that all such matters are expeditiously resolved;
- Implement City-wide goals and objectives on a consistent basis through the administrative direction and coordination of all City departments under direct council control and the coordination of departments operating under separate commissions and boards.

#### Responsibilities Regarding the Mayor

- Reports to the Mayor daily and assists the Mayor as required or as requested in the performance of his/her duties.
- Serves as chief spokesperson for the City in the absence of the Mayor or if so, designated by the Mayor.
- Assists the Mayor on economic development projects.

#### Responsibilities Regarding the Common Council

- Attend all meetings of the Council and Council Committees and assists the Council as required or requested in the performance of their duties;
- In coordination with the Mayor, Council, and the City Clerk, ensure that appropriate agendas are prepared for all meetings of the Council, Council Committees, and other appropriate committees and commissions of the City, together with such supporting materials, documentation, and notices.;
- Recommend, prepare, and draft policies, programs, services, and business matters as required. Assist, in coordination with the City Attorney, in the preparation of ordinances and resolutions as requested by the Mayor or the Council, or as otherwise needed;

- Keep the Mayor and Council regularly informed about the activities of the City Administrator's office by oral or written report at regular and special meetings of the Council and further prepare and provide such reports and documentations related to City operations, including financials and personnel, on a timely basis to assist the Mayor and/or Council in proper decision making, review of issues, and educating them on government matters;

#### Supervisory Responsibilities

- Complete administrative authority, management, and responsibility to direct and coordinate the activities of all departments and employees of the City, subject to the provisions of City ordinances, including **Sec. XXXX (City Administrator Ordinance)**, personnel policies, and the Wisconsin State Statutes;
- In consultation with the appropriate Department Head, be responsible for the appointment, promotion, and, when necessary for the good of the City, the suspension or termination of employees, including department heads, and required reporting to the Personnel Committee where applicable pursuant to **Sec. XXXXX (City Administrator Ordinance)**, except those officials selected for appointment to boards, committees, and commissions;
- Conduct performance reviews in conjunction with department heads of all employees as required by the employee handbook; develop and enforce high standards of performance by City employees; assure that City employees have proper working conditions;
- Coordinate labor contract negotiations and collective bargaining issues through consultation with appropriate parties, including the Mayor, Department Heads, the Administrative and Personnel Committee, and the City Attorney;
- Work closely with department heads to ensure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills and act as the authorizing authority for requests by employees to attend conferences, training schools, etc., provided that funds have been budgeted for these activities;
- To provide oversight for all personnel and safety policies, implementing and enforcing personnel policies adopted by the Common Council, and be responsible for updating the City's Employee Handbook in conjunction with the Human Resources Department.

#### Budgeting and Finance Responsibilities

- Coordinates the development and administration of the City's preliminary budget, revenue, and expenditure forecasts of funds needed for staffing, equipment, materials, and supplies; directs and approves expenditures in accordance with City policy; and coordinates the preparation and implementation of budgetary adjustments as necessary;
- Be responsible for preparation, posting, and publishing all official notices required for the annual City budget and City budget proceedings in accordance with State Statutes and City Code;
- Administer the City budget as adopted by the Common Council;
- Report monthly to the Finance Committee on the current fiscal position of the City;
- Supervise the accounting system of the City and ensure that the system employs methods in accordance with current professional accounting practices;

- Manages the development and administration of the City's long-range Capital Improvements Program (CIP) in consultation with department heads and the Finance Committee;
- Serve as the purchasing agent for the City, supervising all purchasing and contracting for supplies and services, subject to the purchasing procedures established by the Common Council and any limitation contained in the Wisconsin State Statutes.

#### Economic and Community Development Responsibilities

- Manages the development, updating, and administration of the City's Comprehensive Plan as well as the City's Parks and Open Space Plan;
- Assists the Mayor in meeting with developers and preparing economic development analyses and developer agreements with legal consultation;
- Builds business relationships and markets the City to prospective businesses and residents
- Oversees the preparation of federal, state, and county grant funding applications subject to final Council approval

#### **Required Education, Licenses, and/or Experience**

- Bachelor's Degree in Public Administration, Business Administration, Finance, Urban Planning or a related field, Master's Degree in Public Administration preferred, and five (5) or more years of Public Administration experience, or an equivalent combination of education and experience.
- Possess and maintain a valid Driver's License.

#### **Essential Knowledge and Abilities**

- Ability to develop new or modify existing policies, strategies, and/or methods to meet unusual conditions within the context of prudent management principles.
- Knowledge of personnel management principles and practices, including training, evaluation, discipline, compensation administration, labor negotiations, and contract administration.
- Knowledge of municipal budgeting and financial management principles and practices, including policies and rules set by state agencies and generally accepted accounting practices.
- Knowledge of economic and community development issues and legal requirements, including an understanding of intergovernmental relations.
- Ability to utilize a wide variety of reference, descriptive, advisory, and/or design data and information such as invoices, contracts, budgets, reports, grant applications, bond documents, appraisals, planning documents, City Plans, City Ordinances, maps, audit reports, personnel and policy manuals, State Statutes, procedures, and non-routine correspondence.
- Strong oral and written communication skills and analytical abilities.
- Ability to use computer-based applications for word processing, financial management, and database management.
- Ability to perform addition, subtraction, multiplication, and division; calculate percentages, fractions, and decimals; may require the ability to perform mathematical operations involving basic algebra, geometry, and descriptive statistics.

**Work Schedule**

- This is a full-time position generally working +40 hours per week. May be required to work evening and occasional weekend hours.
- Attendance at Council meetings and other City boards, committees, and commissions as may be necessary or required.

**Work Environment and Physical Requirements**

- Work is primarily conducted in a climate-controlled office environment.
- Frequent sitting, bending, stooping, and stretching. Occasional lifting, pushing, pulling, and carrying of up to ten (10) pounds. Infrequent lifting, pushing, pulling, and carrying of up to fifty (50) pounds.
- Ability to operate, maneuver, and/or provide simple adjustments on office equipment used in performing the essential functions of the position.
- Ability to practice hand-eye coordination and manual dexterity.
- Ability to distinguish letters and/or symbols.
- Acute hearing is required.

*The City of Dodgeville is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act (ADA), the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the City.*

**CITY OF DODGEVILLE  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND SECTION 1.03 AND CREATE SECTIONS 1.07(h) AND 1.09 OF THE MUNICIPAL CODE OF THE CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN, RELATED TO CREATING THE POSITION OF CITY ADMINISTRATOR**

The Common Council of the City of Dodgeville, Iowa County, Wisconsin, does hereby ordain as follows:

**SECTION 1.** Section 1.03 of the Municipal Code of the City of Dodgeville shall be and hereby is amended as follows:

**“Section 1.03 Appointed Officials**

<b>Official</b>	<b>How Appointed</b>	<b>Term</b>
(2) City Administrator	Council	Indefinite unless a term is provided by employment contract

**SECTION 2.** Section 1.07(h) of the Municipal Code of the City of Dodgeville shall be and hereby is created to read as follows:

“(h) *City Administrator*. See Section 1.09 of this Code.”

**SECTION 3.** Section 1.09 of the Municipal Code of the City of Dodgeville shall be and hereby is created to read as follows:

**“Sec. 1.09. City Administrator**

(a) *Creation and purpose.* In order that the various officers, officials and employees executing policies and administering the affairs of the City be operated as efficiently as possible under a system of part-time Mayor and part-time Council members, and to better ensure confident, expeditious, efficient and harmonious administration in action and in respect to any activity, of any one or more of the City's officers, officials and employees, and in order that there may be uniform administration of policy, there is hereby created the office of City Administrator for the City of Dodgeville. The City Administrator shall be the Chief Administrative Officer of the City and shall be responsible for the efficient administration of all departments of the City government.

(b) *Functions of the City Administrator.*

- (1) The City Administrator shall be the chief administrative officer of the City, responsible for the proper administration of the business and affairs of the City, subject to those limitations imposed by the statutes of the State of Wisconsin, the ordinances of the City of Dodgeville, and the resolutions and directions of the Common Council.
- (2) Nothing herein shall be construed to conflict with the duties of the Common Council and other City officers otherwise provided by statute and the ordinances of the City of Dodgeville.
- (c) *Appointment.* The City Administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by an affirmative vote of at least five members of the Common Council.
- (d) *Term.* The term of office of the City Administrator shall be the term set forth in the employment agreement between the City and the City Administrator, which may be indefinite.
- (e) *General duties.* Under the policy direction of the Mayor and Common Council, the City Administrator shall have the following general duties:
  - (1) Administration
    - a. Acts as the Chief Administrative Officer, overseeing daily city operations.
    - b. Directly supervises key department heads.
    - c. Implements Council and Mayoral directives.
    - d. Develops administrative procedures to improve efficiency.
    - e. Keeps current on legislation and communicates with Council as needed.
    - f. Serves as liaison on intergovernmental matters and public information.
    - g. Oversees IT systems and ensures compliance with open meetings laws.
    - h. Attends Council and committee meetings and communicates city matters effectively.
  - (2) Budgeting and Municipal Finance
    - a. Coordinates the development of the City's preliminary budget with department input and Finance Committee review.
    - b. Administers and monitors the annual budget.

- c. Oversees the City's accounting system, purchasing, and internal controls.
- d. Advises on bonding, capital improvements, and fiscal trends. Acts as liaison to financial institutions and consultants.
- e. Prepares the Capital Improvement Program (CIP) in consultation with department heads and the Finance Committee.

### (3) Human Resources

- a. Oversees HR functions such as payroll, benefits, recruiting, training, workers compensation, and compliance.
- b. Maintains employee personnel records and ensures that periodic performance evaluations are conducted.
- c. Collaborates on employee compensation and benefits recommendations.
- d. Approves employee professional development and training expenditures.
- e. Oversees employee collective bargaining agreements and addresses grievances in conjunction with the Administrative and Personnel Committee.
- f. Ensures legal compliance with employment laws.

### (4) Economic and Community Development

- a. Promotes growth through cooperation between the public and private sectors.
- b. Works toward long-term goals defined in the City's Comprehensive Plan.
- c. Engages in strategic planning with the Mayor and Council.
- d. Builds business relationships and markets the City to prospective businesses and residents.
- e. Applies for federal, state, and county funding with Council approval.
- f. Negotiates development and land agreements with legal consultation in conjunction with the Mayor.
- g. Represents the City in economic development initiatives and organizations in conjunction with the Mayor.

(5) Other Duties. Perform such other duties as may be assigned by the Mayor or Common Council, and as may be reasonably necessary for the proper administration of the City.

(f) *Conditions of employment.* The salary, fringe benefits, and conditions of employment shall be determined by the Common Council. The work performance of the City Administrator shall be evaluated annually at a time and in accordance with procedures determined by the Mayor and the Common Council.”

**SECTION 4.** Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

**SECTION 5.** Effective Date.

This ordinance shall take effect upon passage and publication as required by law.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Barry Hottman, Mayor

ATTEST:

\_\_\_\_\_  
Emily Wolfe, Interim City Clerk

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

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

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



## Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 1997 Pierce Lance Pumper Tanker (Apparatus) to City of Dodgeville, WI (Buyer) for the sum of \$145,000

**Apparatus:** 1997 Pierce Lance Pumper Tanker, Stock #: 20683, VIN: 4P1CT02S0VA000303

**Buyer Info:** City of Dodgeville - WI

**Seller Info:** Brindlee Mountain Fire Apparatus - 15410 Hwy 231, Union Grove, AL 35175

**Terms and Conditions of Sale:**

Services Included: SELLER WILL COMPLETE ALL ITEMS LISTED IN THE INCLUDED ADDENDUM.

**Terms and Conditions of Sale:**

**(1) Services Included:** Seller will complete all items listed on the attached Addendum.

**(2) Warranty:** Apparatus will have a one (1) year warranty beginning with date of pick up. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds \$3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed \$12,000.00 (Twelve Thousand dollars and no cents). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.

**(3) Payment and Title:** Buyer will submit a 50% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following the completion of the 7-day acceptance window as part of the sight-unseen purchase option.

**(4) FOB Seller, Freight Collect:** Buyer assumes the responsibility of the Apparatus upon pick up by carrier or other designated representative. Seller is responsible for all freight charges as part of the sight-unseen purchase option.

**(5) Jurisdiction:** This contract shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.

**(6) Sight Unseen Purchase:**

Through this purchase program, Brindlee Mountain Fire Apparatus will provide free shipping to the fire department, a guarantee of condition, and a 7-day acceptance window. If the truck is not in the condition we described, you can reject it, we will take it back, and refund 100% of your money.

This agreement is valid for execution by May 15, 2026.

  
\_\_\_\_\_

Sales Representative  
Brindlee Mountain Fire Apparatus

\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative  
City of Dodgeville - WI

\_\_\_\_\_ May 1, 2026 \_\_\_\_\_  
Date

\_\_\_\_\_  
Date



### **Addendum to May 1, 2026 Sales Agreement**

Addendum for the contract between Brindlee Mountain Fire Apparatus (Seller) and City of Dodgeville - WI (Buyer). This addendum names the specific items to be completed on the Apparatus (Stock #20683) by the Seller.

1. Full chassis service of all fluids and filters.
2. Current pump service test.
3. Diag and repair oil leaks.
4. Clean and undercoat with POR 15.
5. Diag and repair any inop lights.
6. Diag and repair inop gauges
7. Diag and repair inop compartment doors
8. Spot repair areas with oxidation/rust on the body.

**ORDINANCE NO. 26-8**

**AN ORDINANCE TO REPEAL AND RECREATE SECTION 8.03 OF THE MUNICIPAL CODE OF THE CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN, RELATED TO STREET AND SIDEWALK EXCAVATIONS AND OPENINGS.**

THE COMMON COUNCIL OF THE CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN, DO HEREBY ORDAIN AS FOLLOWS:

**Section I:** Section 8.03 of the Municipal Code of the City of Dodgeville shall be and hereby is repealed and recreated to read as follows:

**“Sec. 8.03 Steet and Sidewalk Excavations and Openings**

- (a) *Permit Required.* No person shall, without first obtaining a permit from the Director of Public Works, make any opening in any street, alley, sidewalk or any public way within the City. No permit shall be granted when the ground is frozen unless the Director determines such opening is necessary. The work shall be completed within 30 days after the permit is issued.
- (b) *Application.* Application for a permit shall be made on a form supplied by the Director of Public Works. The application shall be accompanied by a signed agreement to save the City harmless from any liability arising from the work or activity covered by the permit, the fee provided in sub. (c) below and a written description of the work, including a sketch designating the trench location.
- (c) *Payment.* Prior to a permit application being considered for approval, the applicant will be responsible for the full payment of the following:
  - (1) Applicable fees and costs as set forth in this Section;
  - (2) Unpaid fees or costs due by the applicant to the City; and
  - (3) Any loss, damage, or expenses suffered by the City because of applicant's prior actions.
- (d) *Fee.* The permit fee shall be as set forth in Sec. 25.045.
- (e) *Insurance.* A certificate of insurance evidencing that the applicant has in force and will maintain during the term of the permit public liability insurance of not less than \$500,000.00 for anyone person, \$1,000,000.00 for any one accident and \$50,000.00 for property damage.
- (f) *Bond.* Prior to a permit application being approved, the applicant must post a permit bond in the amount of \$10,000.00, with said bond being valid for a minimum of one (1) year after the conclusion of the work described in the permit.
- (g) *Requirements for the Protection of the Public.* Every permittee shall enclose each opening which he may make in the streets or public ways of the City with barricades and barricade lights in such a manner as to adequately warn the traveling public during the period the

excavation is open and until the street or sidewalk is restored and made passable for vehicular and pedestrian traffic. All machinery and equipment shall be locked or otherwise effectively safeguarded from unauthorized use when not being used by the permittee, his agents or employees. Except by written permission from the Director of Public Works, no trench shall be excavated more than 250 feet in advance of pipe laying nor left unfilled more than 500 feet where pipe has been laid. All necessary precautions shall be taken to guard the public effectively from accidents or damage to persons or property through the period of the work.

- (h) *Excavation, Refilling and Repaving Requirements.* Any work to be done under a permit, and the repair of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonable or unreasonable. The permittee shall perform repairs according to the specifications of the Director of Public Works and in accordance with the conditions specified in the permit. The Director of Public Works shall have the authority to prescribe the manner and extent of the repair and may do so in written procedures of general application or on a case-by-case basis.
  - (1) *Guarantees.* The permittee guarantees its work and shall maintain said work following its completion, except for organic material, for twelve (12) months. The permittee shall, upon notification from the Director of Public Works, correct all repair work to the extent necessary, using the method required by the Director of Public Works. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the Director of Public Works, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable.
  - (2) *Failure to Repair.* If the permittee fails to repair the right-of-way in the manner and to the condition required, or fails to satisfactorily and timely complete all repair required, the Department of Public Works at its option may do such work, in which event the permittee shall pay the City within thirty (30) calendar days of billing, the actual costs of repairs. Failure of the permittee to repair as required may result in the permit being revoked by the City. If the permittee fails to pay as required, the City may exercise its rights under the bond and the permittee shall be denied future permit applications until the payment in full has been received. Nothing contained in this Section shall prohibit the City from using any reasonable means of collection.
- (i) *Inspection.* The permittee shall notify the Director of Public Works within one (1) business day of when any work under this Section is completed. The permittee shall make the work site available to the Director of Public Works or their designee and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the work. At the time of inspection, the Director of Public Works or their designee may order the immediate cessation of any work that poses a threat to the life, health, safety, or well-being of the public. The City may issue an order to the permittee for any work that does not conform to the applicable standards, conditions, or codes. The order shall state that a failure to correct the violation will be cause for revocation of the permit. Within ten (10) calendar days after issuance of the order, the permittee must provide proof to the Director of Public Works that the violation has been corrected. If such proof has not

been presented within the required time, the Director of Public Works may revoke the permit.

- (j) *Other Obligations.* Obtaining a permit does not relieve a permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by other City, County, State, or Federal rules, laws or regulations. A permittee shall comply with all requirements of local, state, and federal law. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work Except in an emergency, or with the approval of the Director of Public Works, no right-of-way work may be done when seasonably prohibited for when conditions are unreasonable for such work.
  
- (k) *City Work Excluded.* The provisions of this Section shall not apply to excavation work done under the supervision of the City Engineer or Director of Public Works by City employees or contractors performing work under contract with the City necessitating excavation in City streets.
  
- (l) *Revocations, Suspensions, Refusals to Issue or Extend Permits.* The Director of Public Works may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:
  - (1) The permit application is incomplete;
  - (2) The permittee is seeking to perform work not included in its plan submitted to the Director of Public Works, which work was reasonably foreseeable by the applicant or permittee at the time said plan was filed;
  - (3) Issuance of a permit for the requested date would interfere with an exhibition, celebration, festival, or other event;
  - (4) Misrepresentation of any fact by the applicant or permittee;
  - (5) Failure to maintain and provide proof of the required bonds and/or insurance;
  - (6) Failure to complete work in a timely manner;
  - (7) The proposed reason for the obstruction or occupation is contrary to the public health, safety or welfare;
  - (8) The extent to which space is available in the right-of-way for which the permit is sought;
  - (9) The availability of other more appropriate locations in the right-of-way or in other rights-of-ways;
  - (10) The applicability of ordinances or other regulations of the right-of-way that affect location of the proposed obstruction or occupation;

- (11) The condition of the right-of-way and/or whether an when it is scheduled for total or partial reconstruction; and/or
  - (12) The applicant or permittee is otherwise not in full compliance with the requirements of this Section or any other applicable law or regulation.
- (m) *Discretionary Issuance.* Notwithstanding the above Subsection (m), the Director of Public Works may issue a permit where issuance is necessary to prevent substantial economic hardship to a customer of the applicant, to allow such customer to materially improve its public utility service, and/or to allow the applicant to comply with state or federal law or City ordinance or an order of a court or administrative agency.
- (n) *Appeals.* The City shall approve or deny a permit application no later than sixty (60) calendar days after receipt of the application. If the City fails to act on the application within that period, the application shall be deemed granted and the City shall issue the permit. If the City denies a permit application, the City shall provide applicant with a written explanation of the reason for the denial at the time the City denies the application. Any person aggrieved by a decision of the Director of Public Works, suspending, refusing to issue, or refusing to extend a permit may, within ten (10) calendar days of the Director of Public Works' decision being issued, file a written request with the Director of Public Works seeking a review of the decision by the City's Administrative Review Appeals Board. Following a hearing, the Board may affirm, reverse or modify the decision of the Director of Public Works. The decision of the Administrative Review Appeals Board is final.
- (o) *Work Done Without a Permit.*
- (1) *Emergency Situations.* A permittee must immediately notify the City of any event regarding its facilities that it considers an emergency. The permittee may take whatever actions are necessary to respond to the emergency. Within two (2) business days after the emergency, the permittee must apply for the necessary permits, pay the fees associated therewith, and otherwise fully comply with the requirements of this Section. If the City becomes aware of an emergency regarding a permittee's facilities, the Director of Public Works will attempt to contact the permittee. The City may take whatever action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the permittee whose obstruction/occupation occasioned the emergency.
  - (2) *Non-Emergency Situations.* Except in an emergency situation, any person who, without first having obtained the necessary permit, obstructs or occupies a right-of-way must subsequently register and apply for a permit, and shall, in addition to any penalties prescribed by ordinance, pay four times the normal fee for said permit, pay double all other fees required by this Section or other applicable sections of the City code, deposit with the Director of Public Works the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this Section. If a subsequent permit is denied or is not approved, the applicant shall discontinue and abandon the right-of-way and the Director of Public Works may cause any offending conditions to be removed or corrected and the expense thereof charged to the person responsible.

- (p) *Supplementary Notification and Application.* If obstruction or occupation in the right-of-way begins later or ends sooner than the date given on the permit, the permittee shall notify the Director of Public Works of the accurate information as soon as this information is known. A permit is valid only for the area of the right-of-way specified in the permit. Facilities must be installed/placed within eighteen inches (18") of the area shown on the approved permit. Any permittee which determines that an area greater than that specified in the permit must be occupied or obstructed, before making said change must apply for a new permit and pay any additional fees required thereby, and be granted a new permit.
- (q) *Corridors.* The Director of Public Works may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of obstruction or occupation, including facilities, that is or, pursuant to current technology, the City expects will someday be located within the right-of-way. Any permittee who obstructs/occupies a right-of-way in a position at variance with the corridors established by the City shall, no later than at the time of the next reconstruction or excavation of the area where the obstruction/occupation is located, move the obstruction/occupation to the assigned position within the right-of-way, unless this requirement is waived by the City for good cause shown upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the permittee.
- (r) *Limitation of Space.* To protect health, safety, and welfare, or when necessary to protect the right-of-way and its current use, the Director of Public Works may prohibit or limit the placement of new, replacement or additional obstructions or occupations, including facilities, within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such decisions, the Director of Public Works shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.
- (s) *Relocation.* Except as prohibited by State or Federal law, a permittee must promptly and at its own expense, with due regard for seasonal working conditions, permanently relocate its facility located in the right-of-way whenever the Director of Public Works requests such relocation, and shall restore the right-of-way to the same condition it was in prior to said relocation. The Director of Public Works may make such request to prevent interference by the permittee's facility with (i) a present or future City use of the right-of-way, (ii) a public improvement undertaken by the City, (iii) when public health, safety and welfare require it, and/or (iv) when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way. Notwithstanding the foregoing, relocation shall not be required in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid to the person therefor.
- (t) *Interference During Municipal Construction.* When the City performs work in the right-of-way and finds it necessary to maintain, support, shore, or move a permittee's facilities, the City shall notify the permittee. The permittee shall meet with the Director of Public Works within 24-hours of a request by the Director of Public Works to coordinate the protection, maintenance, supporting, and/or shoring of the permittee's facilities. The permittee shall accomplish the needed work within 72 hours, unless the City agrees in writing to a longer

period. In the event that the permittee does not proceed to maintain, support, shore, or move its facilities, the City may arrange to do the work and bill the permittee for costs it incurs as well as damages of \$100 per day beyond the 72 hour deadline to accomplish the needed work, with said bill to be paid within thirty (30) days or the permit may be revoked and collection actions may take place.

- (u) *Indemnification.* By accepting a permit under this Section, the applicant and permittee, and all agents, contractors, employees, officers or other designees thereof, agree to indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents (collective, "Indemnified Parties"), from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon an Indemnified Party for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the permittee's acts or omissions in the exercise of its rights under this permit, whether caused by or contributed to by the City or its agents or employees except in such cases where caused by the sole negligence or willful misconduct of the City."

**Section II:** This ordinance shall become effective upon its passage and publication as required by law.

Adopted and approved this 5th day of May 2026.

\_\_\_\_\_  
Barry Hottmann, Mayor

ATTEST:

\_\_\_\_\_  
Emily Wolfe, Interim City Clerk

Date Adopted: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_









April 1, 2026

Greg Lee  
City of Dodgeville  
100 East Fountain Street  
Dodgeville, WI 53533  
Email: publicworks@dodgevillewi.gov

**RE: Fire Alarm Monitoring - MC: 65948  
Contract Period 6/1/2026 to 5/31/2027**

Dear Greg,

**J. F. Ahern Co.** is pleased to present our renewal agreement ("Agreement") for the required fire alarm monitoring for your facilities, in accordance with NFPA Standards.

**J. F. Ahern Co.** works to manage costs by increasing efficiencies in our operations. The following services will be performed for the prices listed below:

**City of Dodgeville - 410 East Leffler Street - Dodgeville, WI 53533**

MC	Description	Price	Total Price
65948	Annual Fire Alarm Monitoring (Jun)	\$550.00 (x1)	\$550.00
<b>Total Fire Alarm Monitoring Price:</b>			<b>\$550.00</b>

**The term of this Agreement shall be one (1) year from date hereof and shall be automatically renewed each year thereafter on the anniversary date for a period of one (1) year until the same shall be terminated by either party on at least thirty (30) days written notice being given to the other party prior to the anniversary date thereof.**

**\*ACCEPTED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **PO#:** \_\_\_\_\_

\*\* Please sign this letter and email it back to me to acknowledge the scope of work, cost and the attached General Terms and which are a part of this Agreement.

We appreciate your past patronage and trust in J. F. Ahern Co. as your preferred fire protection contractor.

Sincerely,

**J. F. Ahern Co.**

Renee Neal  
Service Coordinator  
Phone: (608) 416-1066  
Email: rneal@jfhern.com

**UPDATED CUSTOMER CONTACT INFORMATION**

NAME: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

AHERN PORTAL ACCESS: YES  NO

ROLE(S):  ACCOUNTS PAYABLE  INSPECTION REPORT RECIPIENT  SCHEDULING

NAME: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

AHERN PORTAL ACCESS: YES  NO

ROLE(S):  ACCOUNTS PAYABLE  INSPECTION REPORT RECIPIENT  SCHEDULING

## ALARM MONITORING TERMS AND CONDITIONS OF SALE

**ENTIRE CONTRACT.** The parties intend these Alarm Monitoring Terms and Conditions of Sale together with any scope of work, proposal or quotation attached hereto which specifically references alarm monitoring (collectively the "Contract") to be the final, complete and exclusive expression of their Contract and the terms and conditions thereof upon which J. F. Ahern Co. ("Ahern") will provide alarm monitoring services. No changes or additions hereto shall be binding upon Ahern unless in writing and signed by an officer of Ahern. Any terms or conditions of Customer's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Customer's order shall be governed only by the Contract. A definite and reasonable expression of acceptance or a written confirmation which is sent to Ahern within the time specified in the Customer's order operates as an acceptance of the terms specified herein. Every Contract or other undertaking by Ahern is expressly conditioned on Customer's assent to the term and conditions contained herein. Ahern assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Ahern to Customer related to alarm monitoring shall be covered by this Contract unless and until Ahern and Customer execute a new contract in writing expressly superseding this Contract.

**A. CENTRAL STATION SIGNAL RECEIVING AND NOTIFICATION SERVICE** - Shall be provided by Ahern if this Contract includes a charge for such Service. If such Service is purchased and if an alarm signal registers at Ahern's Central Monitoring Station (the "Ahern CMS"), Ahern shall endeavor to notify the appropriate Police or Fire Department and the designated representative of the Customer. If a burglar alarm signal or fire alarm signal registers at Ahern's CMS, Ahern at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Ahern shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at Ahern's CMS, Ahern shall endeavor to notify promptly the designated representative of the Customer. **IF ALARM VERIFICATION SERVICE** is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer shall assume full and complete responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises. The Customer represents that any vault to be protected by Ahern hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. The Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated prior to setting the alarm system for closed periods, according to procedures prescribed by Ahern, and to notify Ahern promptly if such equipment fails to respond to the test.

**COMMUNICATION FACILITIES.** (a) Authorization. To facilitate Ahern's ability to provide Service under this Contract, Ahern may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing

communication facilities or services for transmitting alarm signals (the "TeleCo"). (b) Digital Communicator. Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within ten (10) feet of the alarm/control panel. Ahern will provide such connection at Customer's request and expense. (c) General. **AHERN'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. AHERN'S CMS CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR AHERN'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT AHERN WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER AHERN'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO AHERN'S CMS. IF AHERN DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, AHERN WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT AHERN RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF**

Section VI. Item #15.

**COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO AHERN'S CMS REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF AHERN DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN AHERN WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO AHERN AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO AHERN'S CMS. AHERN WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT AHERN MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF AHERN. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

**B. Warranty:** Any part of the system, including the wiring, installed under this Contract which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation by Ahern will be repaired or replaced at Ahern's option with a new or functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation by Ahern. This Warranty does not apply to the "Conditions Not Covered by Warranty" listed below (the "Conditions") and if Customer calls Ahern for service under the Warranty and upon inspection by Ahern's representative it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Ahern's representative whether or not he actually works on the system. Should it actually be necessary to make

repairs to the system due to one of the Conditions, a charge will be made for such work at Ahern's then applicable rate and material. Service will be furnished by Ahern during normal working hours of 8:00 A.M. to 4:30 P.M. Monday through Friday, except holidays. **CONDITIONS NOT COVERED BY WARRANTY:** (a) Damage or extra service time resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs, maintenance, or installations not done by Ahern, or from parts, accessories, attachments or other devices not furnished by Ahern; (b) Customer's improper operation per instructions; (c) Adjustments necessitated by Video camera misalignment, improper monitor brightness and contrast tuning dials, or inadequate lighting on viewing area; (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System such as , but not limited to, fuse and circuit breakers; (g) System changes requested by Customer (h) burglar alarm devices and equipment. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING AHERN'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. AHERN SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY AHERN OR NEGLIGENCE OF AHERN OR OTHERWISE.**

**C. Maintenance:** If Customer has purchased maintenance service on any of the Equipment, Ahern will, upon Customer's request, provide ordinary maintenance and repair of the covered equipment due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of Ahern, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within ten (10) feet of the Ahern Control Panel. It is mutually agreed that the work of installation and Ahern's repairs of the system shall be performed between Ahern's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. **EXCLUSIONS:** Maintenance WILL NOT be provided on the following devices: (1) Burglar alarm devices and equipment (2) security screens, (3) exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) Equipment subject to the Conditions Not Covered by Warranty listed in Paragraph B. above, and (6) computer hardware, software, or computer networks. It is understood and agreed that Ahern's obligation relates to the maintenance solely of the specific Equipment covered under the Maintenance Service Contract, and that Ahern is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices

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of the Customer or of others not installed by Ahern. If not contracted before the expiration of the Warranty, Ahern will enter into a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at Ahern's then prevailing rates. **INSPECTIONS.** If such services are purchased, Ahern will provide the number of inspections of the Fire Alarm System and Fire Alarm Devices only as specified in this Contract and such Inspections shall be performed during Ahern's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays and subject to "EXCLUSIONS" set forth in Paragraph C, above for maintenance.

**D. 1. AHERN IS NOT AN INSURER. THE AMOUNTS AHERN CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM, AND EQUIPMENT AHERN PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.**

**2. AHERN'S SERVICES, SYSTEMS AND EQUIPMENT DO NOT CAUSE AND CANNOT ELIMINATE OCCURENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. AHERN MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, AHERN DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT AHERN. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER.**

**3. IF NOTWITHSTANDING THE PROVISIONS OF THIS SECTION D, AHERN OR ITS CENTRAL MONITORING STATION IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN PERCENT (10%) OF THE ANNUAL SERVICE CHARGE OR ONE THOUSAND DOLLARS (\$1,000), WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM AHERN'S OR ITS CENTRAL MONITORING STATION'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT.**

**4. WITHOUT LIMITING AHERN'S RIGHTS UNDER LAW CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AHERN, AHERN'S CMS AND ITS AGENTS AND REPRESENTATIVES FROM AND AGAINST ALL THIRD PARTY (INCLUDING INSURANCE COMPANIES) CLAIMS, SUITS, LOSSES,**

**DAMAGES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, AND COSTS OF LITIGATION, WHICH MAY BE ASSERTED AGAINST OR INCURRED**

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**ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, RESULTING FROM OR AS A CONSEQUENCE OF THIS CONTRACT OR THE SERVICE OR EQUIPMENT PROVIDED PURSUANT TO THIS CONTRACT INCLUDING WITHOUT LIMITATION, THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF AHERN, ITS CENTRAL STATION MONITORING PROVIDER, AND THEIR AGENTS OR REPRESENTATIVES ("CLAIMS"). THE FOREGOING INDEMNIFICATION SHALL APPLY IRRESPECTIVE OF WHETHER CLAIMS ARE ASSERTED BY AN EMPLOYEE, CUSTOMER'S AGENTS, AND SUBCONTRACTORS OR BY UNRELATED THIRD PARTIES. NOTHING CONTAINED HEREIN SHALL RELIEVE CUSTOMER OF ANY RESPONSIBILITY FOR CLAIMS REGARDLESS OF WHETHER CUSTOMER IS REQUIRED TO PROVIDE INSURANCE COVERING SUCH CLAIMS OR WHETHER THE MATTER GIVING RISE TO THE CLAIMS IS THE RESPONSIBILITY OF CUSTOMER'S AGENTS, EMPLOYEES OR SUBCONTRACTORS. AHERN SHALL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY CLAIM AGAINST IT THAT IS COVERED BY CUSTOMER'S OBLIGATIONS HEREUNDER, INCLUDING THE RIGHT TO RETAIN ITS OWN LEGAL COUNSEL OF ITS CHOICE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OF THE TERM OR THE TERMINATION OF THIS CONTRACT.**

**5. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST AHERN, AHERN'S CMS OR ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENTS (BOTH DIRECT AND INDIRECT) MORE THAN ONE (1) YEAR AFTER THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE OCCURRED, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN ONE (1) YEAR.**

Notwithstanding any other provision in this Contract, the parties agree that all disputes arising out of or related to this Contract shall be resolved in accordance with the following procedure: Within five days of the occurrence of any event or matter giving rise to a suit or action, either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration, unless Ahern provides written notice to Customer that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation.

**6. THE PROVISIONS OF THIS SECTION D SHALL APPLY TO AND BENEFIT AHERN AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINTIY MARKETERS. IF THIS CONTRACT PROVIDES FOR A DIRECT CONNECTION**

**TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKE THE PROVISIONS OF THIS SECTION D AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.**

**E. Video Equipment.** Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as sufficient space for monitors.

**F. Hazardous Materials.** In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include, but not be limited to, asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde, or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Ahern will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Ahern, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Ahern's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Ahern.

**G. AHERN ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OR SUSPENSIONS OF SERVICE WITH OR WITHOUT NOTICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF AHERN, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.**

**H. Assignment; Enforceability.** This Contract is not assignable by the Customer except upon written consent of Ahern first being obtained. Ahern shall have the right to assign this Contract or to subcontract any of its obligations under this Contract without notice to Customer. Customer agrees that Ahern is authorized and permitted to subcontract any services to be provided by Ahern to third parties who may be independent of Ahern, and that Ahern shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary, or any other cause whatsoever caused by the negligence of third parties and that Customer appoints Ahern to act as Customer's agent with respect to such third parties, except that Ahern shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this Contract, and particularly those paragraphs relating to Ahern's disclaimer of warranties, exemption from liability, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors, and Ahern's CMS. If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**I. System Software; Network Connections; Open Source.**

Any software provided with the System or in connection with the Services is proprietary to Ahern and/or Ahern's supplier(s)

and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software to any third parties, (b) duplicate, reproduce, or copy part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Contract or End User License Contract between Ahern and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Ahern will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Ahern shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Ahern may assess additional charges, if Ahern is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. Ahern represents and warrants to the end user of any Products sold/furnished to its customers that, to the extent the Products include any Open Source Software, the internal use and operation of the Products by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver, or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed, or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

**J. THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE CUSTOMER AND AHERN. IN EXECUTING THIS CONTRACT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF AHERN. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS CONTRACT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING AND EXECUTED BY AHERN. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY PURCHASE ORDER OR OTHER DOCUMENT**

**SUBMITTED BY THE CUSTOMER.**

**K. Electronic Media.** Ahern may scan, fax, email, image, or otherwise convert this Contract into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Contract produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Ahern may rely upon Customer's assent to the terms and conditions of this Contract if Customer has signed this Contract or demonstrated its intent to be bound electronically or otherwise.

**L. Personal Information.** Customer represents and warrants that Customer has obtained all required consents and has the right to (a) disclose to Ahern all personal information disclosed hereunder concerning individuals/employees including, but not limited to, all information contained in Customer's ECL, and (b) authorize Ahern to use such personal information to administer the relationship between Customer and Ahern, including the administration of this Contract. Customer acknowledges and agrees that Ahern may share all such information with its parents, subsidiaries, affiliates, and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

**M. Insurance.** Customer shall maintain in full force and effect throughout the term of this Contract, a policy of insurance, at its own cost and expense, from companies reasonably satisfactory to Ahern, insuring Ahern and customer from all claims, demands or action for injury to or death of any person and for damage to property in the amount of \$2,000,000 combined single limit for bodily injury and property damage per occurrence made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the services and equipment provided under this Contract. Ahern shall be named as additional insureds on such policy and a certificate evidencing such coverage shall be furnished to Ahern prior to the date of commencement of this Contract. Such insurance shall be primary and noncontributory for Ahern and any other insurance affording coverage to these entities shall be excess to this insurance. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against Ahern or Ahern's subcontractors arising out of this Contract or the relation of the parties hereto. Customer agrees that with respect to any losses covered by this Contract Customer hereby waives and releases Customer, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Customer agrees that its insurers shall have no right of subrogation against Ahern and its insurers on account of this release. Customer hereby releases Ahern and its subcontractors from and against all losses, damages and expenses arising out of or from, in connection with, as a result of, as a consequence of or related to hazards covered by insurance or bond, including all deductibles and retained limits as well as loss, damage and expense in excess of available policy limits.

**N. Unlisted Code Policy.** During the term of this Contract and at all other times Ahern is providing services to Customer, Customer shall comply with Ahern's Unlisted Code Policy at Customer's sole cost and expense, and which is incorporated by reference herein and can be found at [jfhahern.com/unlistedcode](http://jfhahern.com/unlistedcode).

**O. Consent to Call.** Customer, for him/her/itself and as the authorized agent of Customer's employees and persons on Customer's emergency contact list, consent to Ahern and

Ahern's CMS, in the ordinary course of business, call each such person's cellular phone or other mobile device.

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**P. Video Systems and Consent to Communication.** Customer shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) inform all persons on or about the premises that they may be monitored by video; (iii) not install, or use, or permit the use of video where any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images; (v) use the video system for security surveillance and management services only; (vi) not use the video system for any criminal, illegal, or otherwise unlawful activity; and (viii) obtain and keep in effect all permits or licenses required for the installation and operation of the video system. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR GUESTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, "ANY PERSON"), HEREBY CONSENT TO AHERN INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, DISCLOSING AND USING THE CONTENTS OF ALL TELEPHONE, VIDEO, WIRE, ORAL, ELECTRONIC, INTERNET, BROADBAND AND OTHER FORMS OF TRANSMISSION OR COMMUNICATION TO WHICH AHERN AND YOU OR ANY PERSON ARE PARTIES.

**Q. Independent Contractors.** Ahern and its subcontractors are independent contractors and are not partners or joint ventures.

**R. Counterparts.** This Contract may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same instrument. All signatures need not be on the same counterpart. Furthermore, this Contract and all documents relating hereto, whether previously or hereafter furnished may be reproduced by any photographic, digital storage or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business.

**S. Interpretation.** This Contract shall be construed as if drafted jointly by the parties and no provision in this Contract shall be interpreted for or against any party because that party or that party's legal representation drafted the provision.

**T. Choice of Law.** The law of Wisconsin shall govern the validity, enforceability and interpretation of this Contract. The parties agree that the venue for any litigation shall be Fond du Lac County, Wisconsin.

LAST UPDATED 03-2024