



PUBLIC NOTICE

**Common Council Regular Meeting
Tuesday, March 04, 2025 at 5:30 PM**

City Hall, 100 E Fountain St, Dodgeville, WI 53533

AGENDA

I. CALL TO ORDER AND ROLL CALL

I. PLEDGE OF ALLEGIANCE

II. CONSENT AGENDA

- [1.](#) Approval of Minutes from February 19, 2025.
- [2.](#) Approval of minutes from the February 25, 2025 Special Council Meeting.
- [3.](#) Approval of Special Event Licenses for the Dodgeville Lion's Club for their Flea Markets at the Ley Pavilion on June 8 & August 24, 2025.
- [4.](#) Approval of Claims from March 4, 2025.

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

IV. REPORTS/RECOMMENDATIONS

5. Police Report
- [6.](#) Clerk/Treasurer Report: Spring Election April 1st, Dog Licenses Due March 31st, Spring Clean Up Days: April 30th - May 3rd.
7. Mayor Report
8. Dodgeville Administrative Building Update.

V. OLD BUSINESS

- [9.](#) Discussion and possible action to approve a grant agreement with the Wisconsin Department of Administration for the Flexible Facilities Program. *(Item was tabled from the 2-25-25 Special Council meeting).*
- [10.](#) Discussion and possible action to approve Resolution 2025-01: Updating the City of Dodgeville Emergency Response Plan *(Item was tabled from the Feb 4, 2025 Regular Council Meeting).*

VI. NEW BUSINESS

- [11.](#) Discussion and possible action to approve Amendment No. 2 to the contract with Architectural Design Consultants, Inc.

- [12.](#) Discussion and possible action to approve an agreement with Vierbicher Associates, Inc to provide public funding consulting services as related to an application for a WEDC Idle Sites Grant in TID 3.
- [13.](#) Discussion and possible action approve Resolution 2025-03: No Mow/Low Mow May.
- [14.](#) Bid selection for Parks Mower.
- [15.](#) Bid selection for Cemetery Mower.
16. Consideration of ratification of an agreement between Teamsters Local Union No 120 (Police Department) and the City of Dodgeville for years 2025-2027.
17. Discussion about the preliminary Financial Management Plan for the City of Dodgeville.

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
Wednesday, February 19, 2025 at 5:30 PM****City Hall, 100 E Fountain St, Dodgeville, WI 53533**

I. CALL TO ORDER AND ROLL CALL

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

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

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

1. Approval of Minutes from February 4, 2025.
2. Approval of Special Event Licenses for Race Day Events for the "2025 Dairyland Dare Race" on August 2, 2025 and to Upland Hills Health for the "2025 Sip & Savor" event on July 12, 2025.
3. Approval of Claims from February 19, 2025. General - \$2,563,609.35, Water - \$14,868.94, Sewer - \$29,066.65 for a Total - \$2,607,544.94

III. PUBLIC COMMENT

None.

IV. REPORTS/RECOMMENDATIONS

4. *Recreation Report.* Director James provided updates on basketball and a successful junior bakers. There is an upcoming free game night partnered with Parent Teacher circle. James attended the WI Parks and Rec area annual conference where she received a 10 year service award. She also participated in DHS Wellness day where she discussed generosity with Dodgeville students and how to get involved in for the Community. The Spring Flyer has been sent out and she is working on finalizing summer details.

5. *Clerk/Treasurer Report.* Spring Primary Election Results - 470 voters, 15% voter turnout. There is special council meeting next week for the financial management plan. Tax collections have wrapped up and turned over to Iowa County.
6. *Mayor Report.* Mayor Hottmann downtown was cleaned up this week, and gives a shout out to the Streets Dept for their long hours. The city currently has a full time EMS vacancy. Bids have been posted for the Dodgeville Admin building project.
7. *Library Report.* Viewed.

V. NEW BUSINESS

8. *Discussion and possible action to approve Resolution 2025-02: Authorizing the Execution and Enforcement of Public Construction Contracts for the Armory Project.* This meeting allows Danielle's Construction to review the construction bids. Motion by DeVoss, second by Johnson-Solberg to approve Resolution 2025-02. Meuer was concerned about the language in the resolution related to taking the lowest bids. Roll call vote. Motion carried 8-0.
9. *Consideration of a recommendation from the Plan Commission to approve a Certified Survey Map creating two lots currently owned by Susan Donaldson located in the SW 1/4 of Section 34, T6N, R3E, City of Dodgeville and Town of Dodgeville (Parcels #216-1226, 216-1227 & 216-1419).* This CSM is related to the hospital expansion project. Motion by Meuer, second by DeVoss to approve the CSM for property owned by Susan Donaldson (Parcels #216-1226, 216-1227 & 216-1419). Voice vote. Motion carried 8-0.
10. *Consideration of a recommendation from the Plan Commission to approve a Certified Survey Map for property owned by Chad Kannenberg for the purpose of dividing property for right-of-way located in the E1/2 of the NW quarter of Section 27, T6N, R3E of the City of Dodgeville (Parcel 216-1077).* This CSM creates right of way dedicated to the public. Motion by Meuer, second by Weber to approve the CSM for property owned by Chad Kannenberg (Parcel 216-1077). Voice vote. Motion carried 8-0.
11. *Discussion and possible action to approve a water tower lease with MH Telecom, LLC doing business as MHTC.* This contract is still in review. Motion by Meuer, second by Johnson to table this item until the first meeting in March. Voice vote. Motion carried 8-0.

VI. ADJOURN

12. *Motion to Adjourn.* Motion by Weber, second by Johnson to adjourn the meeting. Voice vote. Motion carried 8-0. Time: 5:50 pm



MINUTES

**Common Council Special Meeting
Tuesday, February 25, 2025 at 5:30 PM
City Hall, 100 E Fountain St, Dodgeville, WI 53533**

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 5:30 pm by Mayor Hottmann. PRESENT: Roxanne Reynolds-Lair, Shaun Sersch, Tom DeVoss, Jeff Weber (15 mins late), Dan Meuer, Jerry Johnson, Julie Johnson-Solberg, Larry Tremelling. OTHERS: City Department Heads, Library Board Members, Dave Ferris & Paul Boening of Ehlers, Mike Olson & Jason Reed

I. PLEDGE OF ALLEGIANCE

II. PRESENTATIONS

1. *Presentation of the City of Dodgeville's preliminary Financial Management Plan by Ehler's Public Finance Advisors.* Paul Boening with Ehler's provided a look at the City's preliminary Financial Management Plan. The plan provides future forecasting for the City's budget and debt capacity levels. It also includes a long term capital improvement plan. Addressed was the issue of inflation far outpacing the current levy limit formula and the effect this problem has on fund balance. The City will want to address new financial policies and a possible changes to budgeting in the future.

III. NEW BUSINESS

2. *Discussion and possible action to approve a grant agreement with the Wisconsin Department of Administration for the Flexible Facilities Program.* Mayor Hottmann provided an update on the library project status, including executive orders related to federal funding. The revised agreement is due March 11th. Meuer would like more time to review the contract. Motion by Meuer, second by Johnson to table the grant agreement with the WI Dept of Administration for the Flexible Facilities Program until the March 4, 2025 regular council meeting. Roll call vote. Motion carried 8-0.

IV. ADJOURN

3. *Motion to Adjourn.* Motion by Johnson, second by Weber to adjourn the meeting. Voice vote. Motion carried 8-0 Time: 7:10

DODGEVILLE

At the heart of it all!

CITY OF DODGEVILLE Section II. Item #3
SPECIAL EVENT LICENSE
FEE: \$30.00

APPLICANT INFORMATION

ORGANIZATION/ENTITY NAME: DODGEVILLE LIONS CLUB
PRIMARY EVENT CONTACT: ROBERT KRATOCHWILL PHONE: (608) 935-3926
EMAIL: rkratoch@charter.net ALT PHONE: (608) 574-4011
ADDRESS: A13 W. SPRING ST CITY: DODGEVILLE STATE: WI ZIP: 53533

EVENT INFORMATION

NAME OF EVENT: LIONS CLUB FLEA MARKET
START DATE/TIME: 8/24/25 5:00 am/pm END DATE/TIME: 8/24/25 8:00 am/pm

(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): FLEA MARKET

EXEPECTED NUMBER OF ATTENDEES: 750-900 SHOPPERS

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.

PAVILION WILL NEEDED FOR FLOOR MARKINGS AND TABLE SET UP
ON FRIDAY AUGUST 22ND. DEALERS WILL BE ARRIVING
ON SATURDAY AUGUST 23RD FOR SET UP BY 11:00AM
AND FINISHING BY 8:00 PM. DOORS OPEN ON SUNDAY
AUGUST 24TH AT 6:00 AM FOR DEALERS AND 8:00AM
FOR SHOPPERS. TEAR DOWN AND CLEAN UP
SHOULD BE COMPLETED BY 8:00PM

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, DODGEVILLE LIONS CLUB, organizer of the event: FLEA MARKET
(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.

Robert K. Kretschmer
Signature of Applicant

2-18-2025
Date

DODGEVILLE

At the heart of it all!

Section II. Item #3.

CITY OF DODGEVILLE
SPECIAL EVENT LICENSE

FEE: \$30.00

APPLICANT INFORMATION

ORGANIZATION/ENTITY NAME: DODGEVILLE LIONS CLUB
PRIMARY EVENT CONTACT: ROBERT KRATOCHWILL PHONE: (608) 935-3926
EMAIL: rkratoch@charter.net ALT PHONE: (608) 574-4011
ADDRESS: 413 W. SPRING ST CITY: DODGEVILLE STATE: WI ZIP: 53533

EVENT INFORMATION

NAME OF EVENT: LIONS CLUB FLEA MARKET
START DATE/TIME: 6/8/25 5:00 am/pm END DATE/TIME: 6/8/25 8:00 am/pm

(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): FLEA MARKET

EXPECTED NUMBER OF ATTENDEES: 750-900 SHOPPERS

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.

PAVILION WILL BE NEEDED FOR FLOOR MARKINGS
AND TABLE SET UP ON FRIDAY JUNE 6TH
DEALERS WILL BE ARRIVING ON SATURDAY JUNE 7th
FOR SET UP, AT 11:00 AM & FINISHING BY 8:00 PM.
DOORS OPEN ON SUNDAY AT 6:00 AM FOR DEALERS
AND 8:00 AM FOR SHOPPERS. TEAR DOWN AND
CLEAN UP SHOULD BE COMPLETED BY 8:00 PM

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

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- 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, DODGEVILLE LIONS CLUB, organizer of the event: FLEA MARKET
(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

2-18-2025
Date

COMMON COUNCIL - CLAIMS REPORT

Tuesday, March 4, 2025

	AMOUNT
<i>Accounts Payable</i>	
Capital Project Fund	\$ 157,173.60
American Rescue Plan (ARPA)	\$ -
Affordable Housing Fund	\$ -
General Fund	\$ 88,689.67
Debt Service Fund	\$ -
Water Fund	\$ 13,714.20
Sewer Fund	\$ 13,756.55
Library Fund	\$ 2,190.64
TID 3 Fund	\$ -
TOTAL ACCOUNTS PAYABLE	<u>\$ 275,524.66</u>

<i>Payroll</i>	
General Fund (100)	\$ 76,952.32
Water Fund (200)	\$ 9,691.77
Sewer Fund (300)	\$ 9,406.77
Special Purpose Library Fund (150)	\$ 13,465.63
TOTAL PAYROLL	<u>\$ 109,516.49</u>

TOTALS BY FUND	
GENERAL (100, 140, 150, 160, 161, 170)	\$ 338,471.86
WATER (200)	\$ 23,405.97
SEWER (300)	\$ 23,163.32
TOTAL ALL PAYMENTS	<u>\$ 385,041.15</u>

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
GENERAL FUND								
Total GENERAL FUND:					88,689.67	88,689.67		
SPECIAL PURPOSE LIBRARY FUND								
Total SPECIAL PURPOSE LIBRARY FUND:					2,190.64	2,190.64		
CAPITAL PROJECT FUND								
Total CAPITAL PROJECT FUND:					157,173.60	157,173.60		
WATER								
Total WATER:					13,714.20	13,714.20		
SEWER								
Total SEWER:					13,756.55	13,756.55		
Grand Totals:					275,524.66	275,524.66		

Dated: _____

Mayor: _____

City Council: _____

Clerk/Treasurer: _____

Report Criteria:

Report type: Summary

Check.Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/25	02/24/2025	63910	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	150-21000-000-000	215.00
02/25	02/24/2025	63911	89	BAKER & TAYLOR LLC	150-21000-000-000	831.72
02/25	02/24/2025	63912	1328	GFC Leasing WI	150-21000-000-000	243.85
02/25	02/24/2025	63913	2103	Giles Engineering Associates Inc	160-21000-000-000	5,715.00
02/25	02/24/2025	63914	1685	HGA	160-21000-000-000	148,612.75
02/25	02/24/2025	63915	1984	Jan Kieslich-Janes	150-21000-000-000	50.00
03/25	03/04/2025	63916	1299	ABT MAILCOM	200-21000-000-000	1,813.05
03/25	03/04/2025	63917	48	AMERICAN TEST CENTER INC	100-21000-000-000	1,831.00
03/25	03/04/2025	63918	1596	ASSOCIATED APPRAISAL CONSULTANTS INC.	100-21000-000-000	1,555.33
03/25	03/04/2025	63919	87	BAER INSURANCE INC	150-21000-000-000	40,525.00
03/25	03/04/2025	63920	1776	Blain's Farm & Fleet	200-21000-000-000	67.06
03/25	03/04/2025	63921	120	BOARDMAN & CLARK LLP	100-21000-000-000	21,000.00
03/25	03/04/2025	63922	128	BOUND TREE MEDICAL LLC	100-21000-000-000	1,122.92
03/25	03/04/2025	63923	1645	CAPITAL ONE (WALMART)	150-21000-000-000	537.32
03/25	03/04/2025	63924	210	COLLINS & HYING LLC	200-21000-000-000	228.30
03/25	03/04/2025	63925	1641	Dean Health Plan	100-21000-000-000	389.59
03/25	03/04/2025	63926	313	DOUBLE D SERVICES INC	100-21000-000-000	52.44
03/25	03/04/2025	63927	2025	Edge Professional Services LLC	100-21000-000-000	1,800.00
03/25	03/04/2025	63928	1823	Elan Financial Services	100-21000-000-000	2,350.09
03/25	03/04/2025	63929	372	FIRST SUPPLY LLC-MADISON	100-21000-000-000	203.60
03/25	03/04/2025	63930	1328	GFC Leasing WI	200-21000-000-000	459.10
03/25	03/04/2025	63931	427	HALLADA MOTORS INC	100-21000-000-000	254.02
03/25	03/04/2025	63932	440	HENNESSEY IMPLEMENT INC	100-21000-000-000	9.37
03/25	03/04/2025	63933	458	IOWA COUNTY HIGHWAY DEPARTMENT	100-21000-000-000	175.56
03/25	03/04/2025	63934	1593	JFTCO INC	200-21000-000-000	1,929.53
03/25	03/04/2025	63935	2107	Laura McIntosh	100-21000-000-000	250.00
03/25	03/04/2025	63936	1452	MACQUEEN EQUIPMENT	100-21000-000-000	160.50
03/25	03/04/2025	63937	649	MAST WATER INC	100-21000-000-000	42.00
03/25	03/04/2025	63938	1914	McNett Electric	100-21000-000-000	206.25
03/25	03/04/2025	63939	1739	Michael Gorham	100-21000-000-000	25.00
03/25	03/04/2025	63940	2096	Notary Records Section	100-21000-000-000	20.00
03/25	03/04/2025	63941	746	OREILLY AUTO PARTS	200-21000-000-000	67.03
03/25	03/04/2025	63942	2105	Patricia Cole	100-21000-000-000	17.96
03/25	03/04/2025	63943	1956	Physician Mutual Insurance	100-21000-000-000	88.98
03/25	03/04/2025	63944	783	POMASL FIRE EQUIPMENT INC	100-21000-000-000	1,754.63
03/25	03/04/2025	63945	926	STAPLES ADVANTAGE	100-21000-000-000	123.02
03/25	03/04/2025	63946	2106	State Farm	100-21000-000-000	1,144.80
03/25	03/04/2025	63947	950	SWTC	100-21000-000-000	600.00
03/25	03/04/2025	63948	1393	TC NETWORKS INC	100-21000-000-000	4,309.59
03/25	03/04/2025	63949	2000	Teamsters Local 120	100-21000-000-000	729.00
03/25	03/04/2025	63950	978	THE DODGEVILLE CHRONICLE INC	100-21000-000-000	1,007.00
03/25	03/04/2025	63951	1018	TOWN & COUNTRY ENGINEERING INC	300-21000-000-000	5,990.00
03/25	03/04/2025	63952	2104	Trudy Broek	100-21000-000-000	150.00
03/25	03/04/2025	63953	1040	UPLAND HILLS HEALTH INC	100-21000-000-000	68.90
03/25	03/04/2025	63954	1109	WIL-KIL	100-21000-000-000	36.19
02/25	02/24/2025	700116	1397	DEERE CREDIT INC	160-21000-000-000	1,783.83
02/25	02/28/2025	700117	2063	Employee Benefits Corporation	100-21000-000-000	90.00
03/25	03/03/2025	700118	1397	DEERE CREDIT INC	160-21000-000-000	1,062.02
03/25	03/04/2025	700119	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	100-21000-000-000	23,823.86
03/25	03/04/2025	700120	1975	Zift Systems	200-21000-000-000	2.50
Grand Totals:						275,524.66

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-13105-000-000	1,791.33	.00	1,791.33
100-21000-000-000	608.05	89,297.72-	88,689.67-
100-21550-000-000	729.00	.00	729.00
100-46210-000-000	250.00	.00	250.00
100-51300-000-000	21,000.00	.00	21,000.00
100-51410-325-000	210.00	.00	210.00
100-51420-325-000	30.00	.00	30.00
100-51420-390-000	20.81	.00	20.81
100-51440-326-000	89.20	.00	89.20
100-51530-210-000	1,555.33	.00	1,555.33
100-51600-340-000	36.19	.00	36.19
100-51710-222-000	2,976.25	.00	2,976.25
100-51710-240-000	392.75	.00	392.75
100-51710-310-000	128.46	.00	128.46
100-51710-315-000	376.50	.00	376.50
100-51710-390-000	9.94	.00	9.94
100-51900-345-000	1,007.00	.00	1,007.00
100-51930-000-000	11,612.20	.00	11,612.20
100-51963-390-000	90.00	.00	90.00
100-52100-222-000	926.33	.00	926.33
100-52100-240-000	134.40	.00	134.40
100-52100-340-000	4,638.04	.00	4,638.04
100-52100-510-000	11,363.77	.00	11,363.77
100-52100-720-000	61.71	.00	61.71
100-52200-222-000	2,429.01	.00	2,429.01
100-52200-340-000	745.50	585.00-	160.50
100-52200-400-000	1,831.00	.00	1,831.00
100-52200-510-000	5,987.36	.00	5,987.36
100-52300-210-000	615.63	.00	615.63
100-52300-222-000	1,303.49	.00	1,303.49
100-52300-325-100	25.00	.00	25.00
100-52300-325-140	600.00	.00	600.00
100-52300-345-000	1,191.82	.00	1,191.82
100-52300-390-000	174.85	.00	174.85
100-52300-400-000	1,908.13	.00	1,908.13
100-52300-510-000	5,387.27	.00	5,387.27
100-52300-720-000	248.25	.00	248.25
100-52400-390-000	2,050.00	.00	2,050.00
100-53230-390-000	1,481.35	.00	1,481.35
100-53240-390-000	237.37	.00	237.37
100-53415-390-000	274.31	.00	274.31
100-53420-390-000	112.27	.00	112.27
100-54910-222-000	244.91	.00	244.91
100-55200-222-000	2,280.03	.00	2,280.03
100-55200-600-000	276.85	.00	276.85
100-55300-200-000	16.44	.00	16.44
100-55300-600-000	.00	23.05-	23.05-
100-55310-000-000	107.22	.00	107.22
100-55420-310-000	240.45	.00	240.45
100-56710-000-000	100.00	.00	100.00
150-21000-000-000	.00	2,190.64-	2,190.64-
150-55115-000-000	19.57	.00	19.57
150-55115-221-000	693.75	.00	693.75
150-55115-224-000	243.85	.00	243.85
150-55115-321-000	831.72	.00	831.72
150-55115-331-000	50.00	.00	50.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
150-55115-510-000	351.75	.00	351.75
160-21000-000-000	.00	157,173.60-	157,173.60-
160-57610-000-000	154,327.75	.00	154,327.75
160-58100-000-000	2,845.85	.00	2,845.85
200-18116-000-397	3,965.00	.00	3,965.00
200-21000-000-000	.00	13,714.20-	13,714.20-
200-53700-602-000	228.30	.00	228.30
200-53700-622-000	4,933.14	.00	4,933.14
200-53700-625-000	1,929.53	.00	1,929.53
200-53700-641-000	67.06	.00	67.06
200-53700-660-000	51.07	.00	51.07
200-53700-680-100	906.53	.00	906.53
200-53700-681-000	261.45	.00	261.45
200-53700-684-000	1,369.62	.00	1,369.62
200-53700-689-000	2.50	.00	2.50
300-18213-000-323	889.88	.00	889.88
300-18215-000-373	100.52	.00	100.52
300-21000-000-000	.00	13,756.55-	13,756.55-
300-53600-000-821	4,582.69	.00	4,582.69
300-53600-000-827	614.90	.00	614.90
300-53600-000-834	73.55	.00	73.55
300-53600-000-840	906.52	.00	906.52
300-53600-000-851	110.46	.00	110.46
300-53600-000-852	2,025.00	.00	2,025.00
300-53600-000-853	4,453.03	.00	4,453.03
Grand Totals:	<u>276,740.76</u>	<u>276,740.76-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

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

M = Manual Check, V = Void Check

GL Account	Debit	Credit	GL Account	Debit	Credit
200-53700-600-000	20.78	.00	200-53700-630-000	556.96	.00
200-53700-640-000	3,388.15	.00	200-53700-652-000	1,313.55	.00
200-53700-680-000	3,431.53	.00	200-53700-680-100	980.80	.00
300-53600-000-831	577.40	.00	300-53600-000-832	100.35	.00
300-53600-000-834	3,683.65	.00	300-53600-000-840	1,889.45	.00
300-53600-000-850	3,155.92	.00	999-10001-000-000	.00	71,535.06-
			Totals:	109,516.49	109,516.49-
				109,516.49	109,516.49-

02/16/2025 Fund Summary

Fund	Debit	Credit	Fund	Debit	Credit	Fund	Debit	Credit
100	76,952.32	37,981.43-	150	13,465.63	.00	200	9,691.77	.00
300	9,406.77	.00	999	.00	71,535.06-			
						Totals:	109,516.49	109,516.49-
							109,516.49	109,516.49-

2025 RESIDENTIAL SPRING CLEAN UP DAYS

April 30th, May 1st, 2nd - City Garage Hours: 7 am – 3:30 pm

May 3rd- Pickup Day; Garage Hours: 9 am – 2 pm

City Garage: 302 Quarry Street



Dodgeville’s Annual Spring Clean-Up will be Wednesday, April 30th through Saturday, May 3rd, 2025.

- Furniture and mattresses should be placed at the curb for pickup on Saturday, May 3rd.
- Clean up will be limited to a 10’x4’x4’ pile per household.
- Landfill banned items and construction materials **WILL NOT** be picked up.
- No yard waste, blacktop, cement, scrap metal or carpeting
- Recycling materials listed below along with metal box springs **MUST BE** brought to the City Garage during the collection hours listed above.

CLEAN UP DAYS ARE FOR CITY OF DODGEVILLE RESIDENTIAL USE ONLY!

Recycling Materials Fee List – Payable at the City Garage			
Desktop Computers	\$3.00/each	DVD Players, VCRs, DVRs	\$3.00/each
Laptop Computers	\$6.00/each	Tires – No Rims Small Tire (Garden Tractor) \$3.00/each Car/Truck Tire \$6.00/each Misc Large Tire \$10.00/each	
Desktop Printers <i>Including multi-function printers</i>	\$6.00/each		
TV’s & Computer Monitors - CRT (Tube) 17” or less \$11.00/each 17+” to 30” \$16.00/each 31” to 35” \$26.00/each Over 35” \$36.00/each		Tires – With Rims Small Tire (Garden Tractor) \$6.00/each Car/Truck Tire \$12.00/each Misc Large Tire \$20.00/each	
TV’s & Computer Monitors - Flat Screen 17” or less \$6.00/each 17+” to 30” \$11.00/each 31” to 42” \$16.00/each Over 42” \$21.00/each		Freon Unit	\$30.00/each
		De-Humidifiers	\$30.00/each
		Dishwashers	\$15.00/each
		Microwave	\$15.00/each
Computer Peripherals <i>Including keyboards, mice, hard drives, scanners, speakers, flash drives, modems, and more</i>	\$1.00/each	Dryer	\$15.00/each
		Washing Machine	\$15.00/each
		Stove	\$15.00/each
Fax Machines	\$6.00/each	Payment due at the time of drop off. Cash or check accepted (Payable to the City of Dodgeville).	

***New Recycling bins are available at City Hall (100 E Fountain St) for \$7.95/each**

GRANT AGREEMENT

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

FLEXIBLE FACILITIES PROGRAM

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

RECITALS

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

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

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

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

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

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

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

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

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

CITY OF DODGEVILLE

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

BY: _____
(Chief Elected Official signature)

BY: _____
(signature)

NAME: Barry Hottmann

NAME: Diana Maas

TITLE: Mayor

TITLE: Assistant Deputy Secretary

DATE: _____

DATE: _____

BY: _____
(Clerk signature)

NAME: Lauree Aulik,

TITLE: Clerk

DATE: _____

UEI #: KJP7LJFWRQM9

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

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

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

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

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

ARTICLE 3. PERIOD OF PERFORMANCE

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

ARTICLE 4. AGREEMENT ADMINISTRATION

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

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

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

To the Department:

Administrator, Division of Energy, Housing and Community Resources
 Department of Administration
 E-mail: FlexibleFacilitiesProgram@wisconsin.gov

To Grantee: Name: Barry Hottmann
Title: Mayor
Email: barry.hottmann@dodgevillewi.gov
Phone: (608) 930-5228

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

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

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

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

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

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

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

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

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

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

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

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

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

ARTICLE 7. METHOD OF PAYMENT

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

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

ARTICLE 8. REPORTING REQUIREMENTS

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

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

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

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

ARTICLE 10. STANDARDS OF PERFORMANCE

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

ARTICLE 11. APPLICABLE LAW

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

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

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

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

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

Grantee, as a Wisconsin municipality, is exempt from submitting a written affirmative action plan to DOA. Grantees utilizing subcontractors for any work toward the project described in this Grant Agreement shall submit a Request for Exemption from Submitting an Affirmative Action Plan and a Contractor’s Subcontractor List to DOA’s Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via email at DOADEOSBOPPrograms@wisconsin.gov. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements. Grantees must also submit a Contractor’s Subcontractor List if they intend to utilize any subcontractors.

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the exemption documents listed above to the Department of Administration, Division of Energy, Housing and Community Resources, P.O. Box 7970, Madison, WI 53707-7970 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

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

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

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

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

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

ARTICLE 14. INTERNAL CONTROLS

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

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

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

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. Part 200.302, all other rules, regulations and requirements of the funding source described in Attachment C and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

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

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

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

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

ARTICLE 17. PROCUREMENT STANDARDS

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

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

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

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

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

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

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

ARTICLE 19. AUDITS

Grantees, or their assignees, that expend more than \$1,000,000 in Grantee’s fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. Part 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the U.S. Department of Treasury may determine as inapplicable to the Grant Award and subject to such exceptions that may be otherwise provided by Treasury, and the State Single Audit Guidelines issued by DOA. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period. Reporting requirements to the Department with respect to a Grantee’s single audit are outlined in Attachment E.

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

ARTICLE 20. NO DUPLICATION OF FUNDS

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

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

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

ARTICLE 22. INDEMNIFICATION

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

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

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

ARTICLE 23. ASSIGNMENT OF RIGHTS AND RELATIONSHIPS

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

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

ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

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

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

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

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

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

ARTICLE 26. ADDITIONAL CONDITIONS

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

ARTICLE 27. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

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

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

ARTICLE 28. TERMINATION OF AGREEMENT

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

Upon termination, the Department’s liability to Grantee will be limited to the actual costs incurred by Grantee in carrying out the Project as of the date of termination, plus any termination expenses having prior written approval of the Department. However, in the event that Project expenses are ineligible for funding under applicable rules, the Department shall have no liability to Grantee whatsoever. Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials as requested by the Department.

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

ARTICLE 29. AMENDMENT

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

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

ARTICLE 30. SEVERABILITY

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

ARTICLE 31. SURVIVAL OF REQUIREMENTS

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

ARTICLE 32. WAIVER

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

ARTICLE 33. FORCE MAJEURE

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

ARTICLE 34. CHOICE OF LAW AND VENUE

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

ARTICLE 35. ORDER OF PRECEDENCE

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

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

ATTACHMENT A

SCOPE OF WORK

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

1. Scope of Work:

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

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

TIMETABLE

2. Timetable:

Due Date	Activity
	<i>All documents that are due for submission are to be submitted to Grantee’s DEHCR Project Representative unless otherwise noted. The reporting shall be in the format as described in the reporting forms or implementation guidance issued by the Department.</i>
Prior to Construction and Acquisition	<ul style="list-style-type: none"> • Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Procure architectural/engineering services, if contracting with third-party firm(s) for the services. Maintain executed contract(s) in the FFP project file.

	<ul style="list-style-type: none"> • Procure grant administration services, if contracting with a third-party for the services. Submit executed contract to DEHCR. • Enter into an agreement with the subrecipient for the project, if applicable. Maintain the executed subrecipient agreement in the FFP project file. • Complete Environmental Report and obtain official approval from DOA-DEHCR Environmental Desk. Submit copy of approval from Environmental Desk to DEHCR Project Representative. • Submit “Notice of Acquisition/Relocation to DEHCR” form if any acquisition (including easements) and/or relocation will be required for the FFP Project. • Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to Project. • Prepare and solicit construction and/or demolition related bids. • Submit detailed bid tabulation summary. • Submit copy of the advertisement for bids with the publisher’s affidavit to DEHCR. • Obtain all necessary permits. • Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR if a pre-construction meeting was held. • Ensure required Project sign is posted at the Project site in accordance with the requirements set forth in the FFP implementation policy materials issued by DEHCR (prior to or within the first week of starting construction).
January 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2024, through December 31, 2024 (reporting Project activities from the Award Date through December 31, 2024), unless notified by DEHCR of another submission date. This reporting is due regardless of the status of the Grant Agreement execution on the due date.
January 15, 2025	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2024 to DEHCR. This Statement is due regardless of the status of the Grant Agreement execution on the due date. • Proceed with arranging for Single Audit for FY2024 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2025, whichever date is <i>earlier</i>).
April 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2025, through March 31, 2025, unless notified by DEHCR of another submission date.

	<ul style="list-style-type: none"> • Submit updated Sustainability Plan (for 5-Year Period following Project completion).
July 1, 2025	<ul style="list-style-type: none"> • Begin Construction.
July 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2025, through June 30, 2025, unless notified by DEHCR of another submission date.
September 30, 2025	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for FY2024 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2024 (submit within 30 days of Single Audit completion or September 30, 2025, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.
October 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2025, through September 30, 2025, unless notified by DEHCR of another submission date.
January 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2025, through December 31, 2025, unless notified by DEHCR of another submission date.
January 15, 2026	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2025 to DEHCR. • Proceed with arranging for Single Audit for FY2025 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2026, whichever date is <i>earlier</i>).
April 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2026, through March 31, 2026, unless notified by DEHCR of another submission date.
July 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2026, through June 30, 2026, unless notified by DEHCR of another submission date.
September 30, 2026	<ul style="list-style-type: none"> • Complete all Construction Activities. • End of Construction Period. <i>No construction expenses incurred after this date.</i> • Complete Single Audit and submit Single Audit Report for FY2025 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2025 (submit within 30 days of Single Audit completion or September 30, 2026, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.

October 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2026, through September 30, 2026, unless notified by DEHCR of another submission date.
October 31, 2026	<ul style="list-style-type: none"> • Submit Final FFP Payment Request and supporting documents. • Submit Project Completion Report and supporting documents for the period of October 1, 2026, through October 31, 2026.
Within 30 Days of Receipt of Final FFP Payment	<ul style="list-style-type: none"> • Submit Financial Certification of Completion and supporting documentation.
January 7, 2027	<ul style="list-style-type: none"> • Submit Final Program Income Report.
January 15, 2027	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2026 to DEHCR. • Proceed with arranging for Single Audit for FY2026 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2027, whichever date is <i>earlier</i>).
September 30, 2027	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for FY2026 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2026 (submit within 30 days of Single Audit completion or September 30, 2027, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.

ATTACHMENT B

BUDGET

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

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

Grantee Match:

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

Engineering/Architectural Costs:

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

Administrative Costs:

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

ATTACHMENT C

SOURCE OF FUNDS

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

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

Federal Award Identification Number (FAIN): CPFFN0201

Federal Award Date: October 6, 2022

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

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

Funding Source:

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

The contact information for the federal awarding official is:

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

Phone: (844) 529-9527

Email: CapitalProjectsFund@treasury.gov

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

David Pawlisch, Division Administrator

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

Phone: (608) 261-7538

David.Pawlisch@wisconsin.gov

ATTACHMENT D

METHOD OF PAYMENT

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

FFP Funds:

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

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

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

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

Project Funds:

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

Administrative Funds:

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

Matching Funds:

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

ATTACHMENT E

REPORTING REQUIREMENTS

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

Reporting format:

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

Quarterly Reporting:

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

Single Audit Reporting:

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

Labor Standards Reporting:

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

Equal Opportunity Reporting:

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

Project Completion Report:

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

Financial Certification of Completion:

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

Additional Reports and Information:

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

ATTACHMENT F

ADDITIONAL FLEXIBLE FACILITIES PROGRAM RULES

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

1. DEPARTMENT POLICIES AND PROCEDURES

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

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

2. AMENDMENT

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

3. ADMINISTRATIVE STAFF

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

4. MONITORING

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

5. ENVIRONMENTAL PROTECTION

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

6. BROADBAND

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

7. LABOR STANDARDS

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

8. ACQUISITION/RELOCATION

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

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

9. PROCUREMENT

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

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

10. LOBBYING

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

11. PROGRAM INCOME

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

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

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

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

12. FIVE-YEAR SUSTAINABILITY REQUIREMENT

The Grantee shall maintain and sustain the services and access funded with the Grant Award for at least five years after the completion of the proposed project. This includes use of the building (as outlined in Section 22 of Attachment G).

ATTACHMENT G

FEDERAL COMPLIANCE REQUIREMENTS for CAPITAL PROJECTS FUND

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

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

In addition, Grantee agrees:

- a. Pursuant to 2 C.F.R. Part 200.323, Grantee represents and warrants that in its performance under the Agreement, Grantee shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- b. If this is a contract or sub-grant in excess of \$150,000, Grantee must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Grantee or DOA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 10. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Agency should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

- 12. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury.”

- 13. Assurances of Compliance with Civil Rights Requirements.
 - a. As a condition of receipt of federal financial assistance under this MOU, Grantee provides the following assurances with respect to the operation of its Program:
 - i. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - ii. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee’s programs, services, and activities.

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

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

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

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

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

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

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

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

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

- a. Mechanics & Laborers. Where applicable, all contracts awarded by the Grantee financed in whole or in part with the Grant Award in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b. Fair Wages. The Grantee must ensure fair wages are paid to workers in the laborer or mechanic job classification for construction. They must be paid wages and benefits in accordance with the FFP requirements. If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement. If the laborer or mechanic is an apprentice, they shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation. If the laborer or mechanic is not a member of a collective bargaining agreement and not an apprentice in Federal or State recognized apprenticeship program, they shall be paid wages and benefits in accordance with whichever is the higher of their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor, or an hourly wage and fringe benefits rate no less than the hourly rate specified in Federal Executive Order 14026 for federally assisted contracts, which is updated annually. The Grantee shall collect and review all contractors' payroll records for the weeks they work on the FFP project, and related fringe benefits documentation, for fair labor practices compliance monitoring, and ensure findings of non-compliance are resolved.

[signature required on next page]

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

Grantee:

City of Dodgeville

By: _____
(Chief Elected Official signature)

Name: Barry Hottmann, Mayor

Date: _____

By: _____
(Clerk signature)

Name: Lauree Aulik, Clerk

Date: _____

**CITY OF DODGEVILLE
RESOLUTION NO. 2025-01**

**A RESOLUTION TO APPROVE THE AMMENDED CITY OF DODGEVILLE
EMERGENCY RESPONSE PLAN**

WHEREAS, the Dodgeville City Council, recognizes the threat which major emergencies and disaster events pose to people and property within our community;

WHEREAS, the Dodgeville City Council has determined this adoption of the City of Dodgeville Emergency Response Plan will supersede and replace any existing City of Dodgeville Emergency Operations Plans. The plan provides general guidelines and principles for managing and coordinating the overall planning, response, recovery and mitigation activities before, during and after major emergencies and disaster events that affect the City of Dodgeville, Wisconsin;

WHEREAS, the contents of the plan are in unison with the Iowa County Emergency Response Plan, the State of Wisconsin Emergency Response Plan, and the National Response Framework and the most current version of the Federal Comprehensive Preparedness Guide CPG101;

WHEREAS, the Mayor and the City Council with assistance of the Police, Fire, and EMS Chiefs along with the City Clerk, Public Works Director and the Iowa County Emergency Management Director is charged with maintaining the plan as required by the Wisconsin Emergency Management Agency and the Federal Emergency Management Agency;

NOW, THEREFORE, BE IT RESOLVED BY THE DODGEVILLE CITY COUNCIL, that the City of Dodgeville Emergency Response Plan is adopted as the official plan of Emergency/Disaster Planning, Response, Recovery and Mitigation activities.

ADOPTED on this 4th day of March, 2025

Barry N. Hottmann, Mayor

Date

ATTEST:

Lauree Aulik, Clerk/Treasurer

Date

- Explore multiple options to provide cooling to the area, including cost comparisons and lead time assessments for proposed equipment.
 - Evaluate existing systems serving adjacent areas as potential temporary solutions.
- C. Demolition:
- Demolish existing hydronic piping, appurtenances, and heating coil serving HV-3.
- D. New Equipment, Installations and Modifications:
- Select two new hydronic heating coils and route new hydronic piping.
 - Modify existing ductwork to accommodate new duct-mounted heating coils.
 - Select and detail a new heat pump to serve HV-3.
 - Select and detail a new cooling coil to serve HV-3, including the necessary refrigerant piping.
 - Related specifications for additional equipment and components.
 - Revise controls for HV-3.
 - Additional Construction Administration for additional equipment and components.
3. Provide Electrical Engineering Additional Services as follows: ADD \$2,000.00
- A. Lighting:
- Provide lighting and controls to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, library storage 104. The temporary library lighting is expected to stay as is until Phase 2.
- B. Power:
- Provide receptacles and rough-in data to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, library storage 104 and temporary library 106.
 - Survey existing devices on CMU walls to allow reuse of existing locations and avoid surface mounted raceways throughout the Phase 1 spaces.
 - Provide special outlets to microwave and refrigerator in breakroom 107.
 - Provide lighting and controls to the new spaces; i.e. corridor, breakroom 107, access hall 101, library office 103, library office 102, and library storage 104. The temporary library lighting is expected to stay until Phase 2.
 - All these branch circuits need to move to a larger capacity panel in Phase 2. For Phase 1, connecting branch circuits to the existing panels that have available space.
 - Provide fire alarm devices in these spaces.
 - Review the existing electrical service with Alliant Energy to determine if there is capacity to handle the additional HVAC load for Phase 1. Awaiting electrical inspector to confirm if the existing code violations are deemed “grandfathered” or if modifications are needed to meet current code requirements.
 - Provide power to additional HVAC equipment.
 - Coordinate MEP efforts for these additional areas.

Total Additional Compensation: \$8,600.00

Agreement Amendment No 002
March 3, 2025
Page 3

SUBMITTED BY:

AGREED TO:



Signature

Justin R. Nagel
Vice President Business Operations
March 3, 2025

Signature

Barry N. Hottmann
Mayor
City of Dodgeville

Date

Attested by:

Lauree Aulik
Clerk/Treasurer
City of Dodgeville

Date

IDLE SITES REDEVELOPMENT GRANT PROGRAM

BRINGING NEW LIFE TO IDLE SITES

Redeveloped idle industrial, institutional, and commercial sites can again become generators for economic development and an improved quality of life for the cities and communities where they are located. The Wisconsin Economic Development Corporation's (WEDC's) **Idle Sites Redevelopment Program** helps communities pursue this opportunity.

How it works

The Idle Sites Redevelopment Program offers grants up to \$250,000 to Wisconsin communities to implement redevelopment plans for large commercial, institutional, or industrial sites that have been idle, abandoned or underutilized for a period of at least two years.

Eligibility requirements

Grants may be made to cities, villages, towns, counties, tribal entities or governmental entities for idle industrial sites, commercial sites, or institutional parcels exceeding four acres in size where redevelopment is impeded due to existing site conditions. For commercial parcels in designated economically distressed communities or Opportunity Zones, parcels need to exceed two acres. For institutional parcels, properties less than four acres may be considered when the property is located within a commercial corridor.

Eligible activities

Grant funds may typically be used for the following activities:

- Building rehabilitation or demolition
- Environmental remediation
- Infrastructure improvements

Successful applicants will be able to provide either:

- If a private developer is participating in the project, an officially approved development agreement that describes the project and its goals, anticipated outcomes, project timeline, and actions, obligations and investments to be made by each party
- If the project does not have a private developer, an officially approved resolution that describes the project and its goals, anticipated outcomes, project timeline, and actions, obligations and investments necessary to achieve redevelopment

LEARN MORE

For more information about becoming eligible for the Idle Sites Redevelopment Grant Program, contact A WEDC regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.

Idle Sites Redevelopment Program

Program Guidelines for Fiscal Year 2025	
Lead Division: Business and Community Development	
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Revised 7/1/2024
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Loan <input type="checkbox"/> Tax Credit <input type="checkbox"/> Technical Assistance

Introduction

Background Information: The Idle Sites Redevelopment (ISR) program offers grants to Wisconsin communities for the redevelopment of sites that have been idle, abandoned, or underused for at least two years. Blighted properties may be perceived as eyesores that can lead to decreased property tax revenue for a community. The Idle Sites Redevelopment Program provides incentives to help rejuvenate abandoned blighted sites, in turn elevating local economies. Approved projects can use funds for demolition, environmental remediation, infrastructure, and/or site-specific improvements to advance the site to shovel ready status or enhance the site’s market attractiveness.

Program’s Purpose: The program offers grants to Wisconsin communities for the redevelopment of sites that have been idle, abandoned, or underused for at least two years, elevating local economies. Blighted properties may be perceived as eyesores that can lead to decreased property tax revenue for a community. Approved projects can use funds for demolition, environmental remediation, infrastructure or site-specific improvements to advance the site to shovel ready status or enhance the site’s market attractiveness.

Eligibility Requirements

Eligible Applicants: Idle Sites Redevelopment applicants must meet the following criteria:

- Be a city, village, town, county, government entity, or Tribal entity.
- If a private developer is participating in the project, provide a draft of a development agreement that describes the project and its goals, anticipated outcomes, project timeline, actions, obligations, and investments to be made by each party that must be executed prior to the first draw of funds.
- If the project does not have a private developer, provide an officially approved resolution that describes the project and its goals, anticipated outcomes, project timeline, and actions, obligations and investments necessary to achieve redevelopment.
- Provide a signed resolution by the governing elected body authorizing the submittal of an application to the ISR program.
- Demonstrate ownership of the targeted site or demonstrate the legal ability to access the property and perform the work proposed in the application.
- Propose a project site which is one of the following:
 - one or more contiguous industrial parcels that exceed 4 acres and had long term (over 25 years) industrial usage; or

- one or more contiguous commercial parcels that exceed 4 acres and had long term (over 25 years) commercial usage; for projects in an Economically Distressed community or Opportunity Zone, parcels need to exceed 2 acres; or
- one or more contiguous institutional parcels that exceed 4 acres and had long term (over 25 years) institutional usage; properties of less than 4 acres may be considered when the property is located within a commercial corridor.

Eligible Use of Funds: Idle Sites Redevelopment grants and matching funds can fund the following activities. Costs are only eligible to be applied to grant and matching fund expenses after WEDC approval.

- Demolition.
- Environmental remediation.
- Rehabilitation and/or infrastructure improvements.

Ineligible Use of Funds: Activities ineligible for program assistance or match include, but are not limited to:

- In-kind contributions.
- Costs of new construction.
- Indirect construction costs (a.k.a. "soft" costs).
- Environmental work occurring on properties in which the current owner is also a causer who possessed or controlled the contaminant(s) on the site.
- Acquisition costs (except that acquisition costs may be allowable for matching funds expenses).

Matching: The applicant must provide matching funds at a rate of 3:1 of the Idle Sites Redevelopment Grant. The matching funds requirement is reduced to a rate of 1:1 of the Idle Sites Redevelopment Grant if the project is located in an Economically Distressed Community.

Available Incentives

FY25: \$2,500,000

Award Sizes: The maximum Idle Sites Redevelopment grant may not exceed \$250,000.

Awards per Applicant: Applicants may receive one award per fiscal year.

Activities and Expected Outcomes

Assist 10 communities and achieve a 20:1 leverage of other investment.

Impact: Improvement of the economic health and tax base of communities by returning larger vacant sites to development-ready status.

Metrics:

- Leverage – Total.
- Capital Investment.
- Taxable Property Value.
- Property Acquisition – Realty, if applicable.
- Site Work – Demolition, if applicable.
- Site Work – Remediation/Environmental Cleanup, if applicable.

Application Guideline

Timeline: The Idle Site Redevelopment program has a continuous application process.

Review Considerations: WEDC may take the following into account when considering an Idle Site Redevelopment award:

- The potential of the project to promote economic and community development in the area.
- A written financial commitment demonstrating the ability to meet project costs enabling the project to reach fruition.
- The adequacy and completeness of the site investigation and remediation effort.
- The extent to which estimated costs are provided by qualified parties.
- The size and location of the property and the site’s relationship to economic center.
- Increase of taxable property values.
- Reduction of urban sprawl.
- Use of existing infrastructure.
- Reduction of environmental risks.
- Creation of full-time jobs.
- Location of the project in an Economically Distressed community.
- Demonstrated involvement of diverse businesses, including women and veteran-owned contractors, in eligible project costs.
- Feasibility and readiness of the proposed project.
- Capital investment.
- Alignment with Community Economic Development Strategy (CEDS) / Economic Development District (EDD) plan for the region.

How to Apply: An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

Award Process: The completed application will be assigned to an underwriter and go through the award review process.

Performance Reporting: Recipients must annually submit a performance report documenting capital investment, assessed taxable property values, and any other contract deliverable.

WEDC annually selects awards on a sample basis for an audit. All backup to the performance report and financial records must be maintained by the Recipient for at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Helpful Information

Definitions:

“Economically Distressed” - a county or municipality so designated by WEDC by considering the most current area and state data available for the following indicators:

- Unemployment rate.
- Percentage of families with incomes below the poverty line.
- Median family income.
- Median per capita income.
- Average annual wage.
- Manufacturing assessment values by county.
- Other significant or irregular indicators of economic distress – such as a natural disaster, or plant closings and layoffs.

“Opportunity Zone” - a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

Revision History

Program Inception – Fiscal Year 14

- 7/1/2017: Changed to an ongoing application process. Added requirement for signed resolution of support from local government unit submitting application. Added limitation for one award per fiscal year per community.
- 7/1/2018: Clarified the terms development agreement and redevelopment plan, Expanded types of eligible sites and reduced acreage requirements in a Designated Rural County.
- 7/1/2019: Clarified eligible costs; reduced acreage requirements for projects in an Opportunity Zone; clarified performance reporting requirements.
- 7/1/2021: Clarified eligibility requirements; replaced Designated Rural County with Economically Distressed; added consideration for diverse businesses; reduced maximum grant.
- 07/1/2022: Clarifies that obligations and investments made by each party must be executed prior to the first draw of funds; Reduces acreage requirements for certain projects in commercial corridor; Provides reduced match for projects located in an Economically Distressed County.
- 7/1/2023: Reduces time required for site to be vacant; Reduces acreage requirement for certain projects.

- 7/1/2024: Reduces acreage requirement for certain commercial projects and those in an Economically Distressed community or Opportunity Zone.



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

March 3, 2025

Barry Hottmann, Mayor
City of Dodgeville
100 E Fountain Street
Dodgeville, WI 53533

Re: Agreement to Provide Public Funding Consulting Services

Dear Mayor Hottmann,

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

I. PROJECT UNDERSTANDING

The City of Dodgeville is working on the redevelopment of parcel number 216-1400.A. This is a former truck stop located on the east side of the City, at the intersection of STH 18 and Bennet Road. To support the redevelopment of this property, the City is seeking assistance in applying for a WEDC Idle Sites Grant. The Idle Sites grant would be utilized for infrastructure improvements to support the redevelopment of the property, for a restaurant and a potential hotel.

II. SCOPE OF SERVICES

A. General

- 1. Consultant shall coordinate communication with the regional WEDC representative, Ela Kadke, to discuss the Idle Sites Grant funding status, establish the best application cycle, and to discuss the redevelopment project. These activities will be part of the pre-application process defined by WEDC. Upon completion of the pre-application process, the Consultant shall complete the Idle Sites Grant application, complete a review by the Client and submit the grant application on behalf of the Client.

B. Specific Services Provided by Consultant

- 1. Pre-Application Activities
 - a. Facilitate a meeting with the regional WEDC representative.
 - b. Identify the redevelopment property.
 - c. Communicate the scope and intent of the redevelopment project.
 - d. Obtain approval to apply for the Idle Sites Grant.

2. Application Activities

- a. Draft redevelopment project narrative.
- b. Generate the redevelopment project budget.
- c. Generate draft of the Idle Sites Grant application.
- d. Facilitate a meeting with the Client and WEDC regional representative to review the draft application.
- e. Finalize and submit the Idle Sites Grant Application.

C. Additional Services if Requested by Client

If requested by Client, Consultant is prepared to provide the following additional services:

- 1. TID Amendment.
- 2. Grant Administration.

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

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

- A. Legal Advice.
- B. Financial Planning.
- C. Property Surveying.

IV. INFORMATION PROVIDED BY OTHERS

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

- A. Redevelopment Vision for the property.
- B. Future Vision for neighboring properties.
- C. Idle Sites Grant Submission Optimal Timeline.

V. SCHEDULE

A. This Agreement is based upon the following anticipated schedule:

<u>Activity</u>	<u>Date</u>
1. Authorization to Proceed	March 3, 2025
2. Pre-application Meeting	March 4-5, 2025
3. Draft Grant Application	March 14, 2025
4. Idle Sites Grant Application Submission	March 20, 2025

- If WEDC 2025 Fiscal year funds are fully allocated, the application will be adjusted for FY 2026.

VI. SCHEDULE OF DELIVERABLES

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

- A. Redevelopment project budget.
- B. Draft Idle Sites Application.
- C. Final Idle Sites Application.

VII. DESIGNATION OF RESPONSIBLE PARTIES

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

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

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

VIII. FEES

A. The fixed fee to provide the scope of services described herein is:

- 1. Idle Sites Grant Application\$3,600

B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

IX. GENERAL TERMS AND CONDITIONS

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

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

Sincerely,



Andrew R Kurtz
Project Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

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

Client

Consultant

Barry Hottmann, Mayor
City of Dodgeville
100 E Fountain Street
Dodgeville, WI 53533



Andrew R Kurtz, Planning & Community
Development Manager
Vierbicher Associates, Inc.
201 E. Main Street, Suite 100
Reedsburg, WI 53959

Date

March 3, 2025
Date

© Vierbicher Associates, Inc.

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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

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

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

5. Additional General Considerations (for projects involving construction)

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

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

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

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

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

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

8. Dispute Resolution

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

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

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

9. Insurance

A. Consultant

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

B. Client

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

C. Contractor

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

10. Limitations of Liability/Indemnity

A. Definitions:

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

B. Limitation of Liability

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

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

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

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

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

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

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

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

11. Betterment

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

12. Use of Documents

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

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

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

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

14. Use of Electronic Media

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

15. Opinions of Cost

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

16. Approvals

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

17. Certifications

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

18. Third Parties

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

19. No Express or Implied Warranty

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

20. Damages Waiver

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

21. Standard of Care

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

22. Termination

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

A. For Cause

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

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

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

23. Force Majeure/Project Schedule

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

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

24. Successors, Assigns and Beneficiaries

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

25. Municipal Financial Advisor Services

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

26. Controlling Laws

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

27. Entire Agreement

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

28. Authority

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

**CITY OF DODGEVILLE RESOLUTION 2025-03
NO MOW/LOW MOW MAY**

Whereas, No Mow & Low Mow May is a conservation initiative that encourages people to stop mowing, mow less often, or to mow at a taller height for the month of May to create habitat and provide resources for bees and other early-season pollinators; and

Whereas, during the month of May, the City of Dodgeville wishes to relax the enforcement of long-grass rules under Sec. 10.03(h) of the Dodgeville Municipal Code for residents that sign up on the City’s website, allowing such Dodgeville residents to delay or reduce lawn cutting as a way to promote pollinator-friendly habitat early in the growing season; and

Whereas, No Mow & Low Mow May is a voluntary program for City residents.

Now, therefore be it resolved that the City of Dodgeville does hereby suspend the enforcement of the 8-inch height restriction in Sec. 10.03(h) of the Dodgeville Municipal Code during the month of May for Dodgeville residents that sign up for No Mow & Low Mow May on the City’s website by April 15, 2025, to support the community initiative that encourages private property owners to limit lawn mowing practices.

Dated this 4th day of March, 2024.

Barry N. Hottmann, Mayor

ATTEST:

Lauree Aulik, Clerk/Treasurer

CITY OF DODGEVILLE 2025 PARKS MOWER 72" Deck

Bidder and Address	Make & Model	Bid Amount
Ritchie's 507 W Main St Cobb, WI 53526	Ferris ISX3300 40 HP B&S	\$15,750.00
Ritchie's 507 W Main St Cobb, WI 53526	Ferris ISX3300 38.5 HP Kawasaki	\$16,000.00
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Ferris ISX3300 40 HP B&S	\$17,150.00
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Ferris ISX3300 38.5 HP Kawasaki	\$16,950.00

CITY OF DODGEVILLE
2025 CEMETERY MOWER
48" Deck ZTR

Bidder and Address	Make & Model	Bid Amount
Ritchie's 507 W Main St Cobb, WI 53526	Ferris IS600 25 HP Briggs & Stratton	\$6,700.00
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Ferris IS600 25 HP Briggs & Stratton	\$7,150.00
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Ferris IS600 18.5 HP Kawasaki	\$7,650.00