



PUBLIC NOTICE

Common Council Regular Meeting

Tuesday, April 21, 2026 at 5:30 PM

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

WI 53533

AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. OATHS OF OFFICE

1. Swearing in of Newly Elected Officials

IV. ROLL CALL

V. CONSENT AGENDA

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

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

VII. REPORTS/RECOMMENDATIONS

6. Police Report
7. Interim Clerk/Treasurer Report
8. Mayor Report
9. City Administrator update

VIII. OLD BUSINESS

IX. NEW BUSINESS

- [10.](#) Discussion and possible action to approve agreement with Vierbicher for engineering consulting services related to TID No. 3 - Bennett Road and USH 18 Infrastructure project

- [11.](#) Discussion and possible action to approve proposal from Heartland Ecological Group for professional consulting services related to wetland delineation and the TID No. 3 - Bennett Road and USH 18 Infrastructure project.
- [12.](#) Discussion and possible action to approve recommendation from the Public Works Committee to approve Change Order #3 - Final for 2023 Water System Improvements Project
- [13.](#) Discussion and possible action to approve recommendation from the Public Works Committee to approve changes to Section 8.03 Street and Sidewalk Excavations and Openings
- [14.](#) Discussion and possible action to accept bid from Rule Construction for the 2026 Truck Stop Concrete Removal Project
- [15.](#) Discussion and possible action to approve Resolution 2026-06: Designating Official Newspaper
- [16.](#) Discussion and possible action to approve Resolution 2026-05: Designating of Public Depositories
17. Recommendation of the mayor to appoint Utility Clerk/Administrative Assistant Danielle Reddell to interim Deputy Clerk for the City of Dodgeville.
18. Appointment of 2026-2027 Boards, Committees, & Commissions

X. ADJOURN

19. Motion to Adjourn

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



MINUTES

**Common Council Regular Meeting
Wednesday, April 8, 2026 at 5:30PM**

City Hall, 410 E Leffler Street, Dodgeville, WI

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 5:30pm by Mayor Barry Hottmann. Members present: Shaun Sersch, Roxanne Reynolds-Lair, Tom DeVoss, Jeff “Potsie” Weber, Mike Olson, Jerry Johnson, Julie Johnson-Solberg, Larry Tremelling. Others present: Carrie Portz (Library Director), Pat Sieling (Dodgeville resident), Evan Chambers (Town & Country Engineering), Dylan Wadzinski (Director of Public Works), Melissa Peterson (newly elected council member), Brandon Wilhelm (Police Chief), Brian Cushman (EMS Director)

II. PLEDGE OF ALLEGIANCE

III. CONSENT AGENDA

- 1. Approval of Minutes from March 17, 2026
- 2. Approval of Claims from April 8, 2026

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

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

During public comment, Dodgeville resident Pat Sieling presented her concerns regarding the blocking off of parking stalls next to Bob’s Bitchin’ BBQ for his outdoor seating for the summer. Sieling requested the council to only approve 1 blocked space instead of the 4 or 5 that Bob’s is normally allowed, as blocking off this many stalls affects downtown businesses, and limits available parking for downtown businesses. Sieling asked council if they could speak with Bob’s to see if we can reduce the number of blocked parking stalls, so to help out with access of parking for downtown businesses. Mayor Hottmann addressed Sieling stating that he would like to work with Iowa County more, so to utilize the parking lot behind the courthouse for evening and weekend parking for downtown events, access to downtown businesses, etc.

V. REPORTS/RECOMMENDATIONS

3. Police Report

During the police report, Chief Brandon Wilhelm noted that March 2026 calls were up 6%. Other stats presented were that arrests are on the rise, and also noting that OWI’s were on the rises. Chief Wilhelm reminded council and those in attendance about the city’s Spring Clean Up, which begins on Wednesday, April 29th and runs through Saturday, May 2nd. Chief Wilhelm gave kudos to the Public Works Department for helping set up water barricades for the recent No Kings Rally.

Wilhelm noted that new caps for the flag holders downtown were being installed in the near future, to help avoid flags being blown all over from the high winds that have occurred recently. Lastly, Chief Wilhelm noted that construction on Highways 18 and 23 will begin on Monday, April 20th, and will be down to one lane both directions. Wilhelm also noted that there are 2 new hires for the Dodgeville Police Department currently going through background checks, in hopes of being sworn in at the June 2nd council meeting.

4. Deputy Clerk Report

During the Deputy Clerk Report, Wolfe noted that the Spring Election had just ended on Tuesday, April 7th, and noted that the set up at Iowa County Law Enforcement Center had gone very smooth with only a few small snags. Wolfe also reminded council about the city’s Spring Clean Up beginning on Wednesday, April 29th and running through Saturday, May 2nd. She also informed council that now that elections were over, she would begin working on licensing letters to be sent to bars, restaurants, etc., as renewals are effective beginning July 1st. Lastly, Wolfe informed council that she would be attending offsite clerk’s training from Tuesday, April 14th through Thursday, April 16th.

5. Mayor Report

During the Mayor report, Mayor Hottmann gave kudos to Emily, Danielle, and Jeremy to helping set up and run an effective Spring Election. Mayor Hottmann also noted that he had recently met with Fire Chief Brian Whitehouse regarding the training tower, and would soon be submitting grant info. Mayor Hottmann also noted that he recently met with SWCAP and SW Regional Planning to discuss housing options, as recommendation from Plan Commission. Lastly, Mayor Hottmann noted that he is currently working on developers agreements for the Pizza Ranch and hotel to be constructed at the old truck stop property, and also noted that the Idle Sites Grant application had been accepted and is currently being processed.

VI. OLD BUSINESS

VII. NEW BUSINESS

6. Discussion and possible action to approve the hiring of 2 casual EMS positions, preferably AEMTs.

Motion by DeVoss, second by Tremelling to approve the hiring of 2 casual EMS positions, preferable AEMTs. Roll call vote 8-0. Motion carried.

7. Discussion and possible action to approve recommendation from the Public Works Committee to approve quote relating to Well #8 inspections and rehabilitation.

Motion by Weber, second by Olson to approve recommendation from the Public Works Committee to approve quote from Municipal Well & Pump relating to Well #8 inspections and rehabilitation. Roll call vote 8-0. Motion carried.

8. Discussion and possible action to approve recommendation from the Public Works Committee to approve quote from Fillback Ford for the purchase of a new truck for the Street Department

Motion by DeVoss, second by Olson to approve recommendation from the Public Works Committee to approve quote from Fillback Ford for the purchase of a new truck for the Street Department. Roll call vote 2-5 (Potsie abstained). Motion failed. Due to original motion failing, additional motion was made by Johnson, seconded by Reynolds-Lair to approve a not to exceed quote from Hallada in the amount of \$50,000, in order to purchase a new truck for the Street Department. Roll call vote 4-3 (Potsie abstained). Motion carried.

9. Discussion and possible action to approve recommendation from the Public Works Committee to approve quote from Hallada for the purchase of a new truck for the Parks Department

Motion by Weber, second by Olson to approve recommendation from the Public Works Committee to approve quote from Hallada for the purchase of a new truck for the Parks Department. Roll call vote 8-0. Motion carried.

10. Consider adoption of proposed Ordinance 26-6 regarding restrictions on sale and possession of hemp-derived cannabinoids, as recommended by the Ordinance and Regulation Committee

Motion by Johnson, second by Johnson-Solberg to approve adoption of Ordinance 26-6 regarding restrictions on sale and possession of hemp-derived cannabinoids, as recommended by Ordinance and Regulation Committee. Roll call vote 8-0. Motion carried.

11. Consider adoption of proposed Ordinance 26-7 regarding the abatement of public nuisances, as recommended by the Ordinance and Regulation Committee.

Motion by Johnson, second by Weber to approve adoption of Ordinance 26-7 regarding the abatement of public nuisances, as recommended by the Ordinance and Regulation Committee. Roll call vote 8-0. Motion carried.

12. Discussion and possible action to appoint by a recommendation of the mayor, Deputy Clerk Emily Wolfe to interim Clerk for the City of Dodgeville

Motion by DeVoss, second by Sersch to appoint Deputy Clerk Emily Wolfe to Interim Clerk for the City of Dodgeville. Roll call vote 8-0. Motion carried.

13. Discussion and possible action to appoint Alderperson Jerry Johnson the chairperson for the Administration and Personnel Committee

Motion by Sersch, second by Weber to appoint Alderperson Jerry Johnson the chairperson for the Administration and Personnel Committee. Voice vote 8-0. Motion carried.

14. Recognition of service by Common Council.

During this agenda item, Mayor Hottmann congratulated Alderperson Larry Tremelling on 10 years of being on Common Council, and wished him well, as this was his last council meeting.

VIII. ADJOURN

15. Motion to adjourn

Motion by Weber, second by Tremelling to adjourn.

Time: 6:28pm

DODGEVILLE

At the heart of it all!

CITY OF DODGEVILLE
SPECIAL EVENT LICENSE
FEE: \$30.00

APPLICANT INFORMATION

ORGANIZATION/ENTITY NAME: Babies Gone Too Soon
PRIMARY EVENT CONTACT: Brenda White + Morgan Leix
PHONE: 608 513 5539
EMAIL: morgan.leix@gmail.com
ALT PHONE: 608 574 4277
ADDRESS: babiesgonetoo.soone@gmail.com
CITY: Montfort STATE: WI ZIP: 53569
PO Box 115

EVENT INFORMATION

NAME OF EVENT: Babies Gone Too Soon Annual Pregnancy + Infant Loss Memorial Walk
START DATE/TIME: 5/23/26 9am END DATE/TIME: 5/23/26 2pm

(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): Walk on path around park + ceremony in pavilion

EXEPECTED NUMBER OF ATTENDEES: 400-500

USE OF STREETS: Are Street Barricades Required? Yes

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

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

This event includes a memorial walk where we walk along the paths around the park and end with a memorial ceremony in the pavilion. No alcohol is served at this event. We use the stage for the ceremony and utilized a dj for our sound. After each event we clean up.



CITY OF DODGEVILLE
SPECIAL EVENT LICENSE
FEE: \$30.00

ADDITIONAL MATERIALS

With your application please include the following materials:

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

ACKNOWLEDGEMENT

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

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

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

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

I, Bobbis Gone Too Soon, organizer of the event: Annual Memorial Walk
(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.

Morgan Luvio
Signature of Applicant

8/30/24
Date



CITY OF DODGEVILLE
SPECIAL EVENT LICENSE
FEE: \$30.00

APPLICANT INFORMATION

ORGANIZATION/ENTITY NAME: All American Circus
PRIMARY EVENT CONTACT: Oscar Garcia PHONE: (941) 893-8720
EMAIL: garcia.oscar030@gmail.com ALT PHONE:
ADDRESS: 935 N. Beneva Rd, CITY: Sarasota STATE: FL ZIP: 34232
Suite 609, Box 20

EVENT INFORMATION

NAME OF EVENT: All American Circus
START DATE/TIME: July 6, 2026 10 am END DATE/TIME: July 6, 2026 10 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):

EXPECTED NUMBER OF ATTENDEES: 200 + -

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.*

Circus performers presenting acts of skill, beauty and fun. We sell popcorn, cotton candy, sodas, snow cones, nachos and funnel cakes, as well as circus souvenirs.
We would set up inside the Pavilion and it would all be inside the building. We do not have any tents or stages. We do play music inside the Pavilion during the performance at 7:00 pm.

The show does a very good job of cleaning up afterwards. NO alcohol is served.
We do not use public streets.
The show usually stays on the grounds after the show and leaves the following morning at about 8:00 am for their next location.

Section II. Item #3.



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

ADDITIONAL MATERIALS

With your application please include the following materials:

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

ACKNOWLEDGEMENT

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

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

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

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

I, **Oscar Garcia**, organizer of the event: **All American Circus**
(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 **Oscar Garcia** Date **February 16, 2026**

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

April 16, 2026

Barry N. Hottmann, Mayor
City of Dodgeville
410 E Leffler St
Dodgeville, WI 53533

Re: Agreement Amendment No. 1
TID No. 3 – Bennet Rd & USH 18 – Dodgeville, WI

Dear Barry:

We propose to amend our current Agreement (dated December 3rd, 2024) for engineering consulting services for the TID No. 3 – Bennet Rd and USH 18 Infrastructure project to include the additional services requested. The following services shall be provided:

I. PROJECT UNDERSTANDING:

A. **Development Agreement:** The following describes the breakdown of responsibilities of City and Private Developer:

1. **City Scope:**

- a) **Demolition** - design and coordination, removing existing concrete, asphalt, sanitary sewer, utility poles, gas, and electric
- b) **Public Infrastructure** - Frontage Road- design and coordination of improvements within the proposed frontage road as shown on Exhibit A. This includes grading, curb & gutter, base course, hot mix asphalt, storm sewer, watermain, and water service to the edge of the right of way.
- c) **Private Sanitary Laterals** - Relocation of existing sanitary lateral and new sanitary lateral install to within 5 feet of Pizza Ranch Building. The location of the sanitary lateral shall be provided by the developer.
- d) **Rough grading** – Providing rough grading for the Pizza Ranch site (Lot 1) with excavation from the Frontage Road. It is anticipated the rough grading will be within +/-2 inches of the proposed subgrade and building pad elevations provide by the developer.
- e) **Lot Division** – Create a Certified Survey Map (CSM) to create the frontage road Right of Way, Oulot 1, Lot 1, and Lot 2. The developer shall provide the proposed lot size for Lot 1.
- f) **Wetland Delineation** – Complete an updated wetland delineation for the site and area immediately adjacent to the development.

2. **Developer Scope:**

- a) **Parking lot improvements** – Finish Grading in preparation of base aggregate, base aggregate, curb and gutter, sidewalk, pavement, landscaping, lighting, storm sewer, signage, and trash enclosure.

- b) **Sanitary Lateral and Water Service** – Sanitary Lateral within 5' of the building and water from the frontage road right of way to the building.. This also includes a grease interceptor for the restaurant.
- c) **Stormwater Managment** – Onsite management for the site and street extension.
- d) **Geotechnical Analysis** – Soil borings and/or test pits required for the building design and stormwater management.
- e) **Dry Utilities-** Gas, electric, fiber extensions.

II. SCOPE OF ADDITIONAL SERVICES:

A. Task 1 - Certified Survey Map (CSM): The Consultant shall prepare a CSM for the Client. The CSM shall conform to the requirements of Chapter 236.34 of the Wisconsin Statutes and the City of Dodgeville Ordinances. This work shall include:

1. Conducting survey record research to include locating surveys that may have been previously completed in the vicinity of the proposed CSM to aid in the preparation of the current CSM;
2. Recovering and locating required public land corners to include obtaining survey coordinates of existing section corner and quarter corner monumentation;
3. Recovering existing parcel corners to include obtaining survey coordinates on existing parcel monumentation adjacent to the CSM;
4. Setting new lot corners to represent the location boundary of the lots created by the CSM;
5. Field surveying the location of the existing buildings, structures, drives, and parking areas located on the subject parcel;
6. Incorporating easements and other encumbrances as referenced in the title work provided by the Client shall be depicted to the extent feasible;
7. Preparing required submittal materials for the City of Dodgeville; preparing the final CSM for recording (surveyor's, mortgagee, local approval authority, and owner's certificates, approval, and recording certificates must be created);
8. Circulating the final CSM for the execution of necessary certificates;
9. Submitting the final, signed, and executed CSM to the County Register of Deeds for recording.

The deliverables include one paper copy of the CSM, placement of lot corners, and a completed copy of the land division application. Client shall review and approve the checklist and applications prior to submittal to the Municipality. All fees for the CSM or any other governmental submittal or review shall be the responsibility of the Client.

B. Task 2 – Design Phase

1. Conduct a kick-off meeting with the Client to review project requirements, overall concept plan, and design considerations.

2. Coordinate with subconsultant to complete wetland delineation.
3. A topographic survey was completed in 2024 as part of the Preliminary Site Assessment. Update the existing topographic survey as necessary to verify all current improvements on site.
4. Prepare a base map of the existing conditions for use in the design of the improvements.
5. Update the concept plan to complete 60% design plans for the desired street and utility improvements. The 60% design shall be used to identify any additional design challenges or limiting features affecting the design. The 60% design shall be shared with Client Staff to review prior to preparing the final design. This scope includes up to one design phase meetings with Client Staff as necessary.
6. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering.
7. Prepare final plans of the proposed improvements. Final plans shall include:
 - a) Title Sheet
 - b) Typical Sections and General Notes
 - c) Existing Conditions
 - d) Legend and Contact Information
 - e) Demolition Plan
 - f) Plan and Profile Sheets
 - g) Utility Plan and Profile Sheets
 - h) Erosion Control Plan
 - i) Construction Details per City and/or Regulatory Standards
8. Prepare project bidding documents.
9. Update the Opinion of Probable Cost to reflect the final design and bid quantities.
10. Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:
 - a) WDNR Water Main Extension
 - b) WDNR Notice of Intent (Per NR 151.24(3))
 - c) WisDOT Work in Right-of-Way

All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

C. Task 3 – Bidding Phase

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.

2. Attend a virtual bid opening and prepare a tabulation of the bids received.
3. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.
4. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

D. Task 4 – Contract Administration Phase

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary.
2. Construction Staking:
 - a) Staking: Consultant shall provide one-time horizontal and vertical staking consisting of the following:
 - (1) Watermain: Consultant shall provide horizontal and vertical locations for the watermain along the alignment. Staking shall include one trip and shall include bends, valves, hydrants, and offsets at 100' intervals.
 - (2) Storm Sewer: Storm sewer shall be staked including offsets at structures and at intervals of approximately 100' along pipe runs. Stakes shall indicate an offset distance to the pipe and include a cut/fill to the pipe flow line. This work assumes 4 trips to stake the storm sewer.
 - (3) Laterals: Sewer and water laterals shall be staked including offsets to the lateral ends with offset distances to lateral ends and curb stops.
 - (4) Subgrade Staking: The subgrade elevation (for streets) shall be staked at 50' intervals along the alignment of the roadway. The offsets shall include a distance to the centerline and a cut/fill to the subgrade elevation.
 - (5) Lot 1 Rough Grading: The subgrade elevation (parking lots and driveways) shall be staked in a grid pattern over the parking areas at intervals not to exceed 100'. A cut/fill shall be provided to the subgrade elevation.
 - (6) Curb & Gutter: Curb & Gutter staking shall consist of offsets along the curb alignment. Offsets shall be at 25' intervals located 2'-3' behind the back of curb. Cut/fill elevations shall be provided to the finished elevation of the top of curb.
 - (7) Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.

- (8) Staking shall be completed at the request of Client provided a minimum of 48 hours notice is given.
 - (9) Staking assumes that the ground elevation shall be within 1-foot of the finished sub-grade elevation for each item to be staked and the site shall be free and clear of any obstructions that would prevent the stakes from being placed in the required locations.
 - (10) This contract assumes a one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.
3. Review contractor submitted pay applications and recommend action to the Client.
 4. Coordinate with WEDC regarding reimbursement of Idle Sites Grant.
 5. Review and make recommendations on contractor-requested change orders.
 6. Provide general project management and coordination throughout construction.
 7. Upon completion of the work, Consultant shall compile for, and deliver to, City of Dodgeville a set of record documents conforming to information furnished to Consultant in part, by construction contractors. This set of documents shall consist of record drawings showing the reported location of work. Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

E. Task 5 – Construction Observation

1. Provide a Project Representative (PR) to observe construction activities. The PR shall be on-site on a part-time basis during construction. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor.
2. Provide weekly project summaries to Client Staff for distribution to Client Officials and affected businesses and residents. Weekly summaries shall include brief descriptions of work completed during the preceding week and planned activities for the upcoming week.
3. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

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

- A. Traffic counts or analysis to determine geometric design negotiations for property rights acquisitions or special assessments.
- B. Wetland Delineation (Coordinated with SubConsultant)

IV. INFORMATION PROVIDED BY OTHERS

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

- A. Record drawings within the project limits to the extent they exist.
- B. Existing soil conditions within the project limits.
- C. Limits of sanitary sewer replacement.
- D. Input as to the desired typical section.

V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

Activity	Date
A. Award of Civil Design Contract	April 21, 2026
B. Field Data Collection	April, 2026
C. Preliminary Design	May, 2026
D. Final Plans, Bidding Documents & Regulatory Submittals	May, 2026
E. Bid Process	May/June 2026
F. Contract Award	June, 2026
G. Construction Start	July, 2026
H. Construction Complete	September, 2026

VI. SCHEDULE OF DELIVERABLES

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

- A. Appropriate submittals to WDNR and the Client for water system and sanitary sewer system improvements.
- B. NOI submittal (Per NR 151).
- C. Engineer's Opinion of Probable Cost prior to bidding.
- D. Bid tabulation.
- E. Copies of plans and specifications for bidding.
- F. Computerized (Microsoft Word, Excel, AutoCAD compatible) copy of plans, contract volume, cost estimate, bid tabulation, and record drawings. Records to include PDFs of each plan sheet and construction photographs of utility connections and service laterals.

VII. DESIGNATION OF RESPONSIBLE PARTIES

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

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

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

VIII. FEES

A.	Original Agreement	\$14,400
B.	Agreement Amendment No. 1	
1.	<u>Task 1</u> : Certified Survey Map (Fixed Fee).....	\$4,800
2.	Task 2: Design Phase (Fixed Fee)	\$25,800
3.	<u>Task 3</u> : Bidding Phase (Fixed Fee).....	\$5,400
4.	<u>Task 4</u> : Contract Administration (Fixed Fee)	\$6,250
5.	<u>Task 5</u> :Construction Observation & Staking (Estimate)*	\$8,500
	TOTAL AMEDNDMENT No.1	\$49,750
C.	Current Total Agreement Amount:	\$64,150

* This amount is based on 50 hours. If the project does not require 50 hours of effort. Observation will be charged for on-site time only. No travel time will be charged for the project.

D. 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.

E. Reimbursable expenses are not included in the above stated fees. Fees such as recording documents and permitting shall be billed as reimbursables.

All other terms and conditions of the original Agreement remain in effect.

If the Agreement amendment is acceptable, please sign below and return one executed copy to our Reedsburg office.

Sincerely,


Logan Hansen, PE
Project Manager

City of Dodgeville
Authorization to Proceed: _____

Date: _____

© Vierbicher Associates, Inc.

April 17, 2026

Dylan Wadzinski
Director of Public Works
410 E Leffler St
Dodgeville, WI 53533
publicworks@ci.dodgeville.wi.us
608-574-8471

RE: Proposal for Professional Consulting Services – Dodgeville Truck Stop, City of Dodgeville, Iowa County, Wisconsin

Dear Mr. Wadzinski:

Heartland Ecological Group, Inc. (Heartland) is pleased to submit this proposal for professional consulting services for the Dodgeville Truck Stop project (the “Project”), located in the City of Dodgeville, Iowa County, Wisconsin, as shown on the attached map. This proposal outlines our recommended scope of services, key assumptions, estimated costs, project schedule, additional services, and terms and conditions.

Heartland offers full-cycle ecological and regulatory services - from ecological assessments and strategic regulatory planning and permitting - to native restoration planning, assessment, and long-term monitoring. In addition, our ecosystem restoration team specializes in the establishment and management of native vegetation across a variety of landscapes. We have a proven track record of collaboration with municipalities, developers, energy sector clients, landowners, conservation groups, and regulatory agencies throughout the Midwest.

With a strong foundation in ecological and regulatory services, and a shared commitment to the success of this project, Heartland is prepared to coordinate and initiate services upon receipt of a signed agreement.

SCOPE OF SERVICES

Wetland Determination and Delineation

- Complete an assured wetland delineation by a professional qualified through the Wisconsin Department of Natural Resources’ (WDNR’s) Wetland Delineation Professional Assurance Program.
- Complete the wetland determination and delineation using methods and protocols per the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, the appropriate Regional Supplement, and current guidance documents.
- Gather publicly available mapping resources (e.g., soils, topography, and wetland inventory) to complete an initial desktop assessment and guide the field wetland delineation.
- Field-locate the outermost wetland boundary(s) using a mapping-grade GPS capable of sub-meter accuracy (note that this is not a certified survey). Referenced coordinates of wetland boundaries in CAD or GIS file format will be provided to the Client.



- Produce customized mapping that shows the investigation limits (“Study Area”), Heartland’s wetland boundary, and the mapping resources utilized in the desktop assessment.
- Complete a wetland determination and delineation report that summarizes the methods, results, and wetland characteristics. Include in the report appropriate mapping figures and necessary data collected and analyzed (USACE wetland determination data sheets, photographs, and precipitation data).
- Heartland will submit an electronic copy of the completed report to the Client following final payment.

ASSUMPTIONS

- Heartland’s understanding of the Study Area limits is identified on the attached maps.
- The Client is responsible for securing safe access onto the property and will inform Heartland of any required notifications prior to entering the property.
- Attendance and coordination of client, project team, and/or regulatory agency meetings are not included unless specified in the Scope of Services.
- Routine methodology is sufficient for completing wetland determinations and delineations within the Study Area. Problem Areas, Atypical Situations, and Comprehensive Methods (as defined in the 1987 manual and regional supplement) require additional effort, and if any of these methods become necessary the Client will be notified for approval of additional cost.
- Wetland delineations completed by an assured delineator do not eliminate State regulatory authority to review the wetland delineation. Wetland delineations completed under the assurance program require submittal to WDNR for continued compliance with the program and annual audits are completed on selected wetland delineations. Review by the USACE may be necessary for federal approvals and jurisdictional determinations.
- This Scope of Services does not involve regulatory approvals that may be required by local, state, or federal government authorities. If the Client proceeds with land use activities without obtaining necessary reviews or authorizations by appropriate regulatory agencies, it will be at their own risk. Heartland will not be responsible or liable for resulting damages.
- Submitting and obtaining jurisdictional determinations from the appropriate regulatory agencies are not included in this Scope of Services. Regulatory coordination and/or requests for additional information beyond that included in Heartland’s standard wetland delineation report will be completed as authorized by the Client for an additional cost. Wetland determination and boundary reviews by regulatory agencies may result in modifications to the findings presented to the Client. These modifications may result from varying conditions between the time the wetland delineation was completed and the time of the review. Factors that may influence the findings include precipitation patterns, drainage modifications, changes/modification to vegetation, and time of year.



COST & SCHEDULE

- **\$3,500 fixed fee** including reimbursable expenses (GPS equipment and mileage). Regulatory agency review fees and/or permit application fees are **not** included with the cost estimate; Client shall pay any required agency fees directly if they become necessary.
- If services are not authorized within 10 days of the proposal date, the fee estimates, and schedule may no longer be valid.
- Services performed on a time and material basis will be billed per the attached rate table and reimbursable expense schedule.
- If Heartland encounters unanticipated conditions or circumstances that result in exceeding the cost estimate or is requested to provide services that are not in the Scope of Services, Heartland will contact the Client for approval of the Extra Services and additional fees.
- Upon authorization and acceptance of a signed agreement, Heartland will initiate and schedule the project services. Fieldwork will be completed mid to late May of 2026, and the mapping results will be provided within two (2) weeks following fieldwork completion. Heartland will coordinate the fieldwork and report schedule with you and communicate closely throughout the project so that our services are completed and delivered on-time and as expected.

PAYMENT

- All invoices are due for payment upon receipt and deliverables may be withheld until full payment is received. Additional payment conditions are identified in the attached Terms and Conditions. Invoice payment should be mailed to the following address:

**Heartland Ecological Group, Inc.
506 Springdale Street
Mount Horeb, WI 53572**

TERMS AND CONDITIONS

The Terms and Conditions governing Heartland’s professional services are included as a separate attachment to this proposal.



City of Dodgeville
Dodgeville Truck Stop – C of Dodgeville
April 17, 2026

Section VI. Item #10.

Heartland appreciates the opportunity to provide this Proposal for Professional Services. We share your commitment to a successful outcome and are fully dedicated to supporting your project goals. Please don't hesitate to contact me with any questions or if you'd like to discuss the proposal further.

Regards,

Jeff Kraemer, Principal
Heartland Ecological Group, Inc.
Jeff@heartlandecological.com
608-490-2450, Ext.2

Enclosures: Study Area Location Maps; Authorization Signature Page; Hourly Rate Schedule; Terms & Conditions



The Proposal and Terms and Conditions are agreed upon and authorized by signature below by an authorized representative of the Client and Heartland Ecological Group, Inc.

Heartland Signature:  _____

Date: April 17, 2026 Jeff Kraemer,
Principal
Heartland Ecological Group, Inc.
506 Springdale Street
Mount Horeb, WI 53572

Client Signature: _____

Date: _____

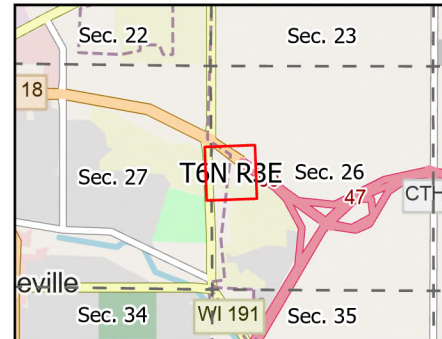
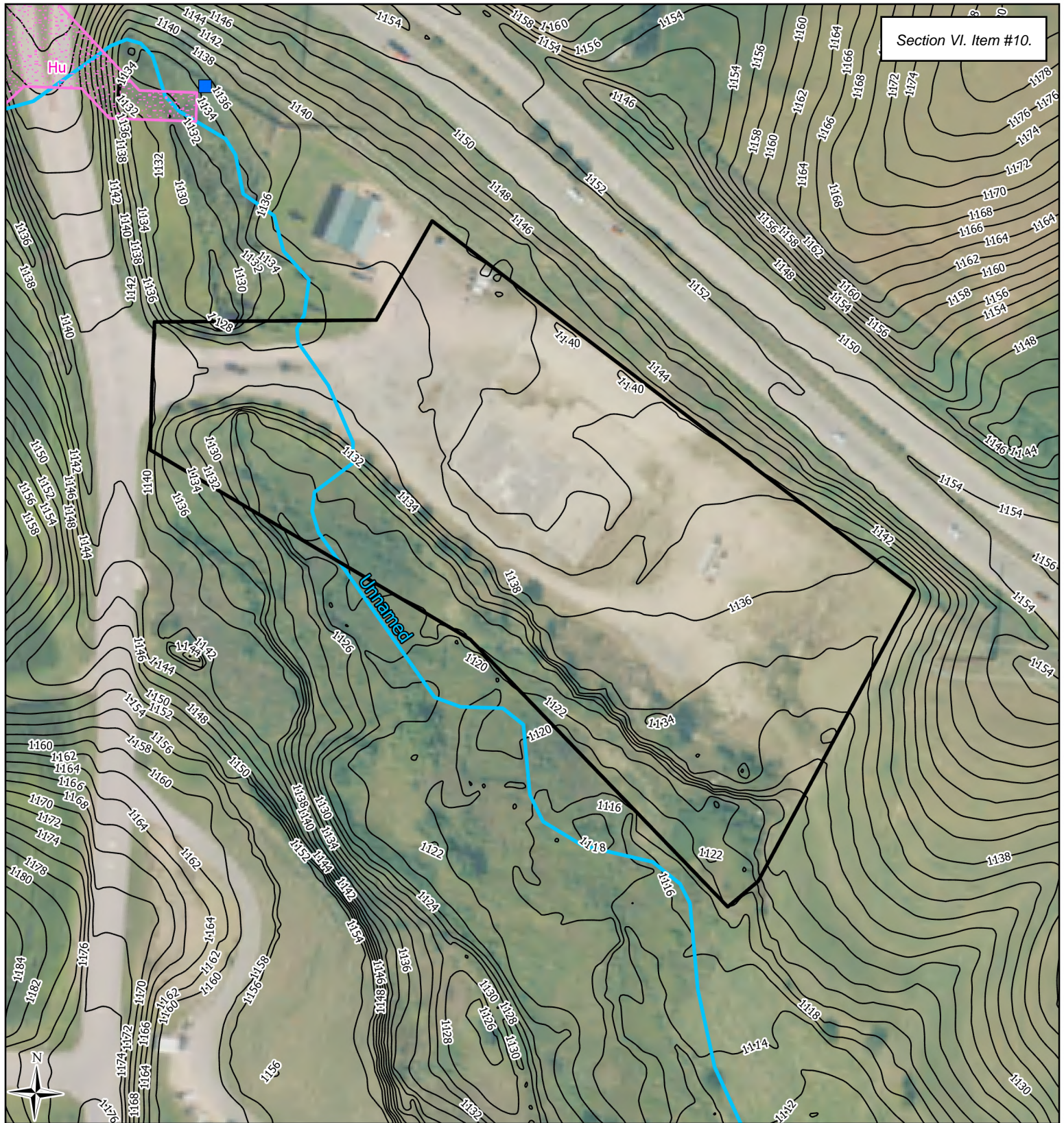
Client Representative: _____

Client Entity (if applicable): _____

Client Billing Address: _____

Client Email Address: _____

Client Phone Number: _____



- Dodgeville Truck Stop Study Area (6.91 ac)
- Iowa Co 2ft Contours
- WWI Polygons
- WWI Points
- Perennial Streams
- Intermittent Streams
- Waterbodies
- SWDV Wetland Indicators



Heartland
 ECOLOGICAL GROUP INC

Dodgeville Truck Stop

T6N, R3E, S26
 C Dodgeville, Iowa Co

2024 NAIP
 WDNR

23

Figure Created: 4/7/2026

TERMS AND CONDITIONS

1. **SERVICES:** Heartland Ecological Group, Inc., ("Heartland") shall provide the scope of Services (the "Services") set forth in the attached proposal only after it is accepted and signed by the client (the "Client"). The accepted and signed proposal and these Terms and Conditions are collectively referred to herein as the "Agreement". The Services shall include all Services provided by Heartland which are reasonably necessary and appropriate for the effective and prompt fulfillment of Heartland's obligations under the Agreement. It is understood that the Services are based on the information provided by Client. If the Client provides information that is incomplete or inaccurate, or if unexpected conditions are discovered, the Services may change, even as the work is in progress. In addition, Client may request additional Services which will constitute a change in the Services. When a change in the Services is necessary, a written amendment to the Agreement shall be executed by Client and Heartland prior to Heartland commencing the change in the work or Services. If Heartland believes an immediate change is necessary to protect human health or the environment, a written amendment incorporating the change shall be made as soon as is practicable, and Client's consent to such amendments shall not be unreasonably withheld.
2. **ACCEPTANCE:** If Heartland is given a verbal or written notification to proceed without first receiving a signed copy of the Agreement, it will be mutually understood that Client and Heartland will nonetheless be contractually bound by the Agreement, even in the absence of written acceptance by either party. Heartland may withhold a written report until it receives the Agreement signed by Client.
3. **ESTIMATED COSTS AND PAYMENT:**
 - a. In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Heartland has control over the costs of labor, equipment or materials. The opinions of probable cost or project duration are based on Heartland's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the actual cost or schedule will not vary from the estimated costs or schedule.
 - b. Invoices will be submitted by Heartland to Client monthly or upon completion of the Services with payment of the invoices being due upon receipt. Any unpaid and delinquent invoices shall bear interest at one and one-half percent per month, commencing thirty days from the date of invoice. Any attorneys' fees, court costs and other related expenses incurred by Heartland in the collection of delinquent invoice amounts shall be paid by Client. In the event any payment due Heartland under the terms is delinquent, Heartland may suspend all Services until all delinquent payments have been received. Fees charged do not include any state, federal or local applicable taxes, and taxes will be the responsibility of the Client.
4. **STANDARD OF CARE:** The Services performed by Heartland under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Heartland's profession currently practicing in the area where the Services are being provided.
5. **RIGHT OF ENTRY:**
 - a. If the Services are to be performed on property controlled by Client, Client hereby grants Heartland and its subcontractors the right to enter from time to time for Heartland to fulfill the Services. Client understands that even though Heartland will take reasonable measures to return the property to the condition it was in before Heartland commenced its activities, the use of sampling and exploration equipment may cause some damage which cannot be fully corrected. Client also understands that the discovery of certain conditions may result in a reduction of the value of the property upon which the condition is found to exist. Accordingly, Client waives any claim against Heartland and its subcontractors and agrees to defend, indemnify and hold Heartland and its subcontractors harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a condition, unless such claim is based upon the negligent performance of Services under the Services.
 - b. If the Services are to be performed on property which is not controlled by Client, Client agrees to obtain permission from the party controlling the property to Heartland's entry and the performance of the Services.
 - c. Heartland shall, and shall cause its subcontractors, to abide by all of Client's facility rules and regulations regarding the protection of health and safety of employees and third parties, but it shall be



Client's obligation to make such rules and regulations known to the Heartland prior to Heartland commencing work at Client's facility, property or worksite.

6. CLIENT DISCLOSURES:

- a. Client shall make available to Heartland all relevant information and/or data which in any way relate to or affect the Services. Heartland shall have the right to rely on the accuracy and completeness of such Client-furnished information and data in its agreement to perform the Services. Heartland shall not be responsible to the Client for the consequences of any error or omission arising from the Client furnished information or data.
- b. The Client shall be responsible for securing a safe project site. If the presence of an unanticipated hazardous condition is discovered during the performance of the Services which could pose a safety risk to Heartland's employees, agents and subcontractors, Heartland may cease work and determine the necessary health and safety precautions to continue the Services. The cost of these necessary health and safety precautions shall be a change and shall be managed in accordance with Section 1.

7. INSURANCE: Heartland represents that it is protected by Worker's Compensation insurance and that Heartland has coverage under liability insurance policies that Heartland deems reasonable and adequate. Upon request, Heartland shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that obtained by Heartland, or increased limits of liability in Heartland's liability policies, the cost of such inclusions or increased limits shall be borne by the Client.

8. WAIVER OF CONSEQUENTIAL DAMAGE: Heartland shall not be liable to Client for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Services or any acts or omissions associated therewith, including any acts or omissions by subcontractors of Heartland, or relating to any Services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory regardless of the causes of such loss or damages or whether any other remedy provided herein fails.

9. CONSEQUENTIAL DAMAGES WAIVER / CAP ON LIABILITY

- a. In no event will Heartland be liable for any incidental, consequential, punitive, exemplary or special damages or losses including without limitation loss profits, loss of business opportunities or other similar damages resulting from or arising out of this Agreement, by statute, in tort or contract, under any indemnity provision or otherwise (except with respect to indemnity obligations for third-party claims and losses).
- b. Heartland's liability to Client under this Agreement (except with respect to indemnity obligations for third-party claims and losses) as a whole for any and all damages, including without limitation, claims for indemnification, shall be strictly limited to the lesser of the amount of fees actually paid by Client under this Agreement or \$250,000.

10. INDEMNIFICATION: Subject to the limitations set forth below, Heartland shall indemnify, defend, and hold harmless Client and its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, and subcontractors ("Client's Indemnitees") from and against any and all claims, demands, losses, damages, fines, costs, and expenses of every nature, including reasonable attorneys' fees ("Claims"), incurred or suffered by any Heartland Indemnitee as a result of claims asserted by third parties unaffiliated with Client which arise from the negligent acts or willful misconduct of Heartland in performing Services under this Agreement, except to the extent such claims result from the negligent acts or omissions of Client, the inaccuracy or incompleteness of information provided by Client or any material breach by Client of its obligations under this Agreement. Heartland's indemnification obligations hereunder are limited to the limits of Heartland's insurance coverage applicable to the Claims.

11. Subject to the limitations set forth below, Client shall indemnify, defend, and hold harmless Heartland and its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, and subcontractors ("Heartland Indemnitees") from and against any and all Claims incurred or suffered by any Heartland Indemnitee as a result of claims asserted by third parties unaffiliated with Client which arise from the negligent acts or willful misconduct of Client, except to the extent such claims result from the negligent acts or omissions of Heartland.

12. CONSTRUCTION LIEN NOTICE: As required by the Wisconsin Construction Lien Law, Heartland hereby notifies Client that persons or companies furnishing labor or materials for the construction, or Services



provided, on Client's land may have lien rights on Client's land and building if not paid. Those entitled to lien rights, in addition to the undersigned Heartland, are those who contract directly with Client or those who give Client notice within 60 days after they first furnish labor or materials for construction or performance of Services. Accordingly, Client probably will receive notices from those who furnish labor or materials for the construction or performance of Services, and should give a copy of each notice received to the mortgage lender, if any. Heartland agrees to cooperate with Client and Client's lender, if any, to see that all potential lien claimants are duly paid.

- 13. FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, acts of other contractors, strikes, or lock-outs.
- 14. ASSIGNMENT AND SUBCONTRACT:** Heartland may employ any other party it deems necessary or proper for any part of the Services required to be performed by Heartland under the terms of this Agreement. Client shall not assign this Agreement without prior written consent of Heartland, which consent will not be unreasonably withheld.
- 15. TERMINATION:** Either party may terminate this Agreement at any time upon written notice to the other sent to the address set forth on the Agreement. In the event of termination of the Agreement, Heartland will be compensated for Services performed under this Agreement to the termination date together with all costs arising out of such termination.
- 16. TIME LIMIT FOR CLAIMS:** Any claim brought by Client against Heartland will be brought not later than one year after the date of substantial completion of Heartland's Services for which the claim is made or the expiration of the appropriate statute of limitation, whichever is earlier.
- 17. USE OF DOCUMENTS:** All reports and documents (the "Documents") generated by Heartland pursuant to this Agreement are not intended or suitable for reuse by Client or any other party for any purpose other than set forth in this Agreement. Reuse of any reports or documents for any other purpose without written consent of Heartland shall be at Client's and the user's sole risk without any liability on Heartland's part. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Heartland against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized use or reuse of the Documents. The provisions of this Paragraph shall survive the termination of this Agreement.
- 18. ATTORNEY FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorneys' fees.
- 19. GOVERNING LAW:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Wisconsin.
- 20. ENTIRE AGREEMENT:** The terms and conditions set forth herein along with the Agreement (and any referenced attachments) constitute the entire understanding of the parties relating to the provision of Services by Heartland and supersede all prior or contemporaneous communications, representations or agreements, whether oral or written, between the parties. No alterations to or modifications of the terms and conditions of this Agreement shall be effective unless such alteration or such modification is reduced to writing and properly executed by the parties hereto.
- 21. SEVERABILITY:** The invalidity or unenforceability of any particular provision of this Agreement or any portion thereof shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision or any portion thereof were omitted.



**City of Dodgeville – Public Works Committee Meeting
Thursday, April 16, 2026**

City of Dodgeville Public Works Committee Members

Subject – 2023 Water System Improvements, Change Order #3 - Final

The City of Dodgeville has completed its 2023 Water System Improvements project that included demolition of the existing Well #6 wellhouse, construction of new wellhouse and Well #6 pump replacement, upgrades to Well #9 including roofing and electrical work, and complete Supervisory Control and Data Acquisition (SCADA) replacement across all of the City's water infrastructure.

At the City's October 7, 2025 Council Meeting, Change Order #2 was approved, which was intended to be the final financial change order and only date modifications were anticipated in the third and Final Change Order #3 to accommodate final punchlist work.

As you can see, in addition to a revised final completion date, Change Order #3 includes an additional scope of \$16,660.00 that was inadvertently omitted from the previously approved change order. With this addition, the overall change in contract price is a deduct of \$11,886.15 from the originally approved bid price of \$2,177,562.00.

The work associated with this change order has been completed and is operating as intended. We feel this was an honest mistake in accounting, and with the overall project cost still under budget, we recommend approval of Change Order #3 – Final.

If approved, we will proceed with submittal to DNR for final approvals and initiate the closeout of the City's Safe Drinking Water Fund Loan.

If you have any additional comments or questions, I am available at your convenience to discuss.

Thank you,



Evan Chambers, P.E.
Town & Country Engineering
echambers@tcengineers.net
630-862-9984

CHANGE ORDER No. 3 - FINAL

Date of Issuance: April 21, 2026

Effective Date: April 21, 2026

Owner: City of Dodgeville, Wisconsin	Owner's Contract No.: N/A
Project: 2023 Water System Improvements	Date of Contract: 1/23/2023
Contractor: Portzen Construction, Inc.	Engineer's Project No.: DV-26

The Contract Documents are modified as follows upon execution of this Change Order:

This Change Order changes the construction contract cost based on the revised cost of Work Change Directive #15. Actual cost of \$40,427 less the previously approved \$23,767 results in an increase of **\$16,660.00**

This Change Order also adjusts the final completion date based on completion and acceptance of the project.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
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Original Contract Price: \$ <u>2,177,562.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion date: <u>5/12/2024</u> Ready for final payment (days or date): <u>8/10/2024</u>
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[Increase] [Decrease] from previously approved Change Orders No. 1 & 2 \$ <u>(28,546.15)</u>	[Increase] [Decrease] from previously approved Change Orders No. 1 & 2 Substantial completion (days): <u>292</u> Ready for final payment (days): <u>202</u>
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Contract Price prior to this Change Order: \$ <u>2,149,015.85</u>	Contract Times prior to this Change Order: Substantial completion date: <u>10/7/2025</u> Ready for final payment (days or date): <u>10/7/2025</u>
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[Increase] [Decrease] of this Change Order: \$ <u>16,660.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>10/7/2025</u> Ready for final payment (days or date): <u>4/21/2026</u>
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Contract Price incorporating this Change Order: \$ <u>2,165,675.85</u>	Contract Times with all approved Change Orders: Substantial completion date: <u>10/7/2025</u> Ready for final payment (days or date): <u>4/21/2026</u>
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RECOMMENDED: By: _____	ACCEPTED: By: _____	ACCEPTED: By: _____
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Engineer (Authorized Signature) Date: _____	Owner (Authorized Signature) Date: _____	Contractor (Authorized Signature) Date: _____
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Approved by Funding Agency (if applicable): _____	Date: _____
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Sec 8.03 Street And Sidewalk Excavations And Openings

- a) *Permit Required.* No person shall, without first obtaining a permit from the Director of Public Works, make any opening in any street, alley, sidewalk or any public way within the City. No permit shall be granted when the ground is frozen unless the Director determines such opening is necessary. The work shall be completed within 30 days after the permit is issued.
- b) *Application.* Application for a permit shall be made on a form supplied by the Director of Public Works. The application shall be accompanied by a signed agreement to save the City harmless from any liability arising from the work or activity covered by the permit, the fee provided in sub. (c) below and a written description of the work, including a sketch designating the trench location.
- c) *Payment. Prior to a permit application being considered for approval, the applicant will be responsible for the full payment for the following:*
1. *Applicable fees and costs as set forth in this Section;*
 2. *Unpaid fees or costs due by the applicant to the City; and*
 3. *Any loss, damage, or expense suffered by the City because of applicant's prior actions.*
- e)d) _____ *Fee.* The permit fee shall be *as set forth in the City's fee schedule* ~~\$10.00~~.
- d)e) _____ *Insurance.* A certificate of insurance evidencing that the applicant has in force and will maintain during the term of the permit public liability insurance of not less than \$500,000.00 for anyone person, \$1,000,000.00 for any one accident and \$50,000.00 for property damage.
- f) *Bond. Prior to a permit application being approved, the applicant must post a permit bond in the amount of \$10,000.00, with said bond being valid for a minimum of one (1) year after the conclusion of the work described in the permit.*
- e)g) _____ *Requirements for the Protection of the Public.* Every permittee shall enclose each opening which he may make in the streets or public ways of the City with barricades and barricade lights in such a manner as to adequately warn the traveling public during the period the excavation is open and until the street or sidewalk is restored and made passable for vehicular and pedestrian traffic. All machinery and equipment shall be locked or otherwise effectively safeguarded from unauthorized use when not being used by the permittee, ~~their~~his agents or employees. Except by written permission from the Director of Public Works, no trench shall be excavated more than 250 feet in advance of pipe laying nor left unfilled more than 500 feet where pipe has been laid. All necessary precautions shall be taken to guard the public effectively from accidents or damage to persons or property through the period of the work.
- h) *Excavation, Refilling and Repaving Requirements. Any work to be done under a permit, and the repair of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonable or unreasonable. The permittee shall perform repairs according to the specifications of the Director of Public Works and in*

accordance with the conditions specified in the permit. The Director of Public Works shall have the authority to prescribe the manner and extent of the repair and may do so in written procedures of general application or on a case-by-case basis.

1. *Guarantees.* The permittee guarantees its work and shall maintain said work following its completion, except for organic material, for twelve (12) months. The permittee shall, upon notification from the Director of Public Works, correct all repair work to the extent necessary, using the method required by the Director of Public Works. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the Director of Public Works, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable. The permittee shall restore the street to as close to its original condition as possible and shall be responsible for any costs incurred by the City. The permittee shall make a determination whether or not sheathing and bracing shall be required. The permittee shall notify the Director of Public Works when repaving has been completed. In the event caving occurs within one year of the completion of the project, the permittee shall be responsible for restoring the street.
- ~~2.~~ *Failure to Repair.* If the permittee fails to repair the right-of-way in the manner and to the condition required, or fails to satisfactorily and timely complete all repair required, the Department of Public Works at its option may do such work, in which event the permittee shall pay the City within thirty (30) calendar days of billing, the actual costs of repairs. Failure of the permittee to repair as required may result in the permit being revoked by the City. If the permittee fails to pay as required, the City may exercise its rights under the bond and the permittee shall be denied future permit applications until the payment in full has been received. Nothing contained in this Section shall prohibit the City from using any reasonable means of collection.
- i) *Inspection.* The permittee shall notify the Director of Public Works within one (1) business day of when any work under this Section is completed. The permittee shall make the work site available to the Director of Public Works or their designee and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the work. At the time of inspection, the Director of Public Works or their designee may order the immediate cessation of any work that poses a threat to the life, health, safety, or well-being of the public. The City may issue an order to the permittee for any work that does not conform to the applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Withing ten (10) calendar days after issuance of the order, the permittee must provide proof to the Director of Public Works that the violation has been corrected. If such proof has not been presented within the required time, the Director of Public Works may revoke the permit.
- j) *Other Obligations.* Obtaining a permit does not relieve a permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by other City, County, State, or Federal rules, laws or regulations. A

permittee shall comply with all requirements of local, state, and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work. Except in an emergency, or with the approval of the Director of Public Works, no right-of-way work may be done when seasonally prohibited or when conditions are unreasonable for such work.

~~g) *Emergency Excavations Authorized.* In the event of an emergency, any person owning or controlling any sewer, conduit or utility in or under any street may take immediate proper emergency measures to remedy dangerous conditions for the protection of property, life, health or safety without obtaining an excavation permit, provided that such person shall apply for an excavation permit not later than the end of the next succeeding business day.~~

k) *City Work Excluded.* The provisions of this Section shall not apply to excavation work done under the supervision of the City Engineer or Director of Public Works by City employees or contractors performing work under contract with the City necessitating excavation in City streets.

l) *Revocations, Suspensions, Refusals to Issue or Extend Permits.* The Director of Public Works may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

1. The permit application is incomplete;
2. The permittee is seeking to perform work not included in its plan submitted to the Director of Public Works, which work was reasonably foreseeable by the applicant or permittee at the time said plan was filed;
3. Issuance of a permit for the requested date would or interfere with an exhibition, celebration, festival, or other event;
4. Misrepresentation of any fact by the applicant or permittee;
5. Failure to maintain and provide proof of the required bonds and/or insurance;
6. Failure to complete work in a timely manner;
7. The proposed reason for the obstruction or occupation is contrary to the public health, safety or welfare;
8. The extent to which space is available in the right-of-way for which the permit is sought;
9. The availability of other more appropriate locations in the right-of-way or in other rights-of-way;
10. The applicability of ordinances or other regulations of the right-of-way that affect location of the proposed obstruction or occupation;
11. The condition of the right-of-way and or whether and when it is scheduled for total or partial reconstruction; and/or
12. The applicant or permittee is otherwise not in full compliance with the requirements of this Section or any other applicable law or regulation.

m) *Discretionary Issuance.* Notwithstanding the above Subsection (m), the Director of Public Works may issue a permit where issuance is necessary to prevent substantial economic hardship to a customer of the applicant, to allow such customer to

materially improve its public utility service, and/or to allow the applicant to comply with state or federal law or City ordinance or an order of a court or administrative agency.

- n) *Appeals.* The City shall approve or deny a permit application no later than sixty (60) calendar days after receipt of the application. If the City fails to act on the application within that period, the application shall be deemed granted and the City shall issue the permit. If the City denies a permit application, the City shall provide applicant with a written explanation of the reason for the denial at the time the City denies the application. Any person aggrieved by a decision of the Director of Public Works, suspending, refusing to issue, or refusing to extend a permit may, within ten (10) calendar days of the Director of Public Works' decision being issued, file a written request with the Director of Public Works seeking a review of the decision by the City's Administrative Review Appeals Board. Following a hearing, the Board may affirm, reverse or modify the decision of the Director of Public Works. The decision of the Administrative Review Appeals Board is final.
- o) *Work Done Without a Permit.*
1. *Emergency Situations.* A permittee must immediately notify the City of any event regarding its facilities that it considers an emergency. The permittee may take whatever actions are necessary to respond to the emergency. Within two (2) business days after the emergency, the permittee must apply for the necessary permits, pay the fees associated therewith, and otherwise fully comply with the requirements of this Section. If the City becomes aware of an emergency regarding a permittee's facilities, the Director of Public Works will attempt to contact the permittee. The City may take whatever action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the permittee whose obstruction/occupation occasioned the emergency.
 2. *Non-Emergency Situations.* Except in an emergency situation, any person who, without first having obtained the necessary permit, obstructs or occupies a right-of-way must subsequently register and apply for a permit, and shall, in addition to any penalties prescribed by ordinance, pay four times the normal fee for said permit, pay double all other fees required by this Section or other applicable sections of the City code, deposit with the Director of Public Works the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this Section. If a subsequent permit is denied or is not approved, the applicant shall discontinue and abandon the right-of-way and the Director of Public Works may cause any offending conditions to be removed or corrected and the expense thereof charged to the person responsible.
- p) *Supplementary Notification and Application.* If obstruction or occupation in the right-of-way begins later or ends sooner than the date given on the permit, the permittee shall notify the Director of Public Works of the accurate information as soon as this information is known. A permit is valid only for the area of the right-of-way specified in the permit. Facilities must be installed/placed within eighteen

inches (18") of the area shown on the approved permit. Any permittee which determines that an area greater than that specified in the permit must be occupied or obstructed, before making said change must apply for a new permit and pay any additional fees required thereby, and be granted a new permit.

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

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

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

Sec 8.03 Street And Sidewalk Excavations And Openings

- a) *Permit Required.* No person shall, without first obtaining a permit from the Director of Public Works, make any opening in any street, alley, sidewalk or any public way within the City. No permit shall be granted when the ground is frozen unless the Director determines such opening is necessary. The work shall be completed within 30 days after the permit is issued.
- b) *Application.* Application for a permit shall be made on a form supplied by the Director of Public Works. The application shall be accompanied by a signed agreement to save the City harmless from any liability arising from the work or activity covered by the permit, the fee provided in sub. (c) below and a written description of the work, including a sketch designating the trench location.
- c) *Payment.* Prior to a permit application being considered for approval, the applicant will be responsible for the full payment for the following:
 1. Applicable fees and costs as set forth in this Section;
 2. Unpaid fees or costs due by the applicant to the City; and
 3. Any loss, damage, or expense suffered by the City because of applicant's prior actions.
- d) *Fee.* The permit fee shall be as set forth in the City's fee schedule.
- e) *Insurance.* A certificate of insurance evidencing that the applicant has in force and will maintain during the term of the permit public liability insurance of not less than \$500,000.00 for anyone person, \$1,000,000.00 for any one accident and \$50,000.00 for property damage.
- f) *Bond.* Prior to a permit application being approved, the applicant must post a permit bond in the amount of \$10,000.00, with said bond being valid for a minimum of one (1) year after the conclusion of the work described in the permit.
- g) *Requirements for the Protection of the Public.* Every permittee shall enclose each opening which he may make in the streets or public ways of the City with barricades and barricade lights in such a manner as to adequately warn the traveling public during the period the excavation is open and until the street or sidewalk is restored and made passable for vehicular and pedestrian traffic. All machinery and equipment shall be locked or otherwise effectively safeguarded from unauthorized use when not being used by the permittee, their agents or employees. Except by written permission from the Director of Public Works, no trench shall be excavated more than 250 feet in advance of pipe laying nor left unfilled more than 500 feet where pipe has been laid. All necessary precautions shall be taken to guard the public effectively from accidents or damage to persons or property through the period of the work.
- h) *Excavation, Refilling and Repaving Requirements.* Any work to be done under a permit, and the repair of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonable or unreasonable. The permittee shall perform repairs according to the specifications of the Director of Public Works and in

accordance with the conditions specified in the permit. The Director of Public Works shall have the authority to prescribe the manner and extent of the repair and may do so in written procedures of general application or on a case-by-case basis.

1. *Guarantees.* The permittee guarantees its work and shall maintain said work following its completion, except for organic material, for twelve (12) months. The permittee shall, upon notification from the Director of Public Works, correct all repair work to the extent necessary, using the method required by the Director of Public Works. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the Director of Public Works, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable.
 2. *Failure to Repair.* If the permittee fails to repair the right-of-way in the manner and to the condition required, or fails to satisfactorily and timely complete all repair required, the Department of Public Works at its option may do such work, in which event the permittee shall pay the City within thirty (30) calendar days of billing, the actual costs of repairs. Failure of the permittee to repair as required may result in the permit being revoked by the City. If the permittee fails to pay as required, the City may exercise its rights under the bond and the permittee shall be denied future permit applications until the payment in full has been received. Nothing contained in this Section shall prohibit the City from using any reasonable means of collection.
- i) *Inspection.* The permittee shall notify the Director of Public Works within one (1) business day of when any work under this Section is completed. The permittee shall make the work site available to the Director of Public Works or their designee and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the work. At the time of inspection, the Director of Public Works or their designee may order the immediate cessation of any work that poses a threat to the life, health, safety, or well-being of the public. The City may issue an order to the permittee for any work that does not conform to the applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Withing ten (10) calendar days after issuance of the order, the permittee must provide proof to the Director of Public Works that the violation has been corrected. If such proof has not been presented within the required time, the Director of Public Works may revoke the permit.
- j) *Other Obligations.* Obtaining a permit does not relieve a permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by other City, County, State, or Federal rules, laws or regulations. A permittee shall comply with all requirements of local, state, and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work. Except in an emergency, or with the approval of the Director of Public Works, no right-of-way

work may be done when seasonally prohibited or when conditions are unreasonable for such work.

- k) *City Work Excluded.* The provisions of this Section shall not apply to excavation work done under the supervision of the City Engineer or Director of Public Works by City employees or contractors performing work under contract with the City necessitating excavation in City streets.
- l) *Revocations, Suspensions, Refusals to Issue or Extend Permits.* The Director of Public Works may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:
1. The permit application is incomplete;
 2. The permittee is seeking to perform work not included in its plan submitted to the Director of Public Works, which work was reasonably foreseeable by the applicant or permittee at the time said plan was filed;
 3. Issuance of a permit for the requested date would or interfere with an exhibition, celebration, festival, or other event;
 4. Misrepresentation of any fact by the applicant or permittee;
 5. Failure to maintain and provide proof of the required bonds and/or insurance;
 6. Failure to complete work in a timely manner;
 7. The proposed reason for the obstruction or occupation is contrary to the public health, safety or welfare;
 8. The extent to which space is available in the right-of-way for which the permit is sought;
 9. The availability of other more appropriate locations in the right-of-way or in other rights-of-way;
 10. The applicability of ordinances or other regulations of the right-of-way that affect location of the proposed obstruction or occupation;
 11. The condition of the right-of-way and or whether and when it is scheduled for total or partial reconstruction; and/or
 12. The applicant or permittee is otherwise not in full compliance with the requirements of this Section or any other applicable law or regulation.
- m) *Discretionary Issuance.* Notwithstanding the above Subsection (m), the Director of Public Works may issue a permit where issuance is necessary to prevent substantial economic hardship to a customer of the applicant, to allow such customer to materially improve its public utility service, and/or to allow the applicant to comply with state or federal law or City ordinance or an order of a court or administrative agency.
- n) *Appeals.* The City shall approve or deny a permit application no later than sixty (60) calendar days after receipt of the application. If the City fails to act on the application within that period, the application shall be deemed granted and the City shall issue the permit. If the City denies a permit application, the City shall provide applicant with a written explanation of the reason for the denial at the time the City denies the application. Any person aggrieved by a decision of the Director of Public Works, suspending, refusing to issue, or refusing to extend a permit may, within ten (10) calendar days of the Director of Public Works' decision being issued, file a written

request with the Director of Public Works seeking a review of the decision by the City's Administrative Review Appeals Board. Following a hearing, the Board may affirm, reverse or modify the decision of the Director of Public Works. The decision of the Administrative Review Appeals Board is final.

- o) *Work Done Without a Permit.*
 - 1. *Emergency Situations.* A permittee must immediately notify the City of any event regarding its facilities that it considers an emergency. The permittee may take whatever actions are necessary to respond to the emergency. Within two (2) business days after the emergency, the permittee must apply for the necessary permits, pay the fees associated therewith, and otherwise fully comply with the requirements of this Section. If the City becomes aware of an emergency regarding a permittee's facilities, the Director of Public Works will attempt to contact the permittee. The City may take whatever action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the permittee whose obstruction/occupation occasioned the emergency.
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located, move the obstruction/occupation to the assigned position within the right-of-way, unless this requirement is waived by the City for good cause shown upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the permittee.

- r) *Limitation of Space.* To protect health, safety, and welfare, or when necessary to protect the right-of-way and its current use, the Director of Public Works may prohibit or limit the placement of new, replacement or additional obstructions or occupations, including facilities, within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such decisions, the Director of Public Works shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.
- s) *Relocation.* Except as prohibited by State or Federal law, a permittee must promptly and at its own expense, with due regard for seasonal working conditions, permanently relocate its facility located in the right-of-way whenever the Director of Public Works requests such relocation, and shall restore the right-of-way to the same condition it was in prior to said relocation. The Director of Public Works may make such request to prevent interference by the permittee's facility with (i) a present or future City use of the right-of-way, (ii) a public improvement undertaken by the City, (iii) when public health, safety and welfare require it, and/or (iv) when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way. Notwithstanding the foregoing, relocation shall not be required in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid to the person therefor.
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- u) *Indemnification.* By accepting a permit under this Section, the applicant and permittee, and all agents, contractors, employees, officers or other designees thereof, agrees to indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents (collective,

"Indemnified Parties"), from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon an Indemnified Party for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the permittee's acts or omissions in the exercise of its rights under this permit, whether caused by or contributed to by the City or its agents or employees except in such cases where caused by the sole negligence or willful misconduct of the City.

CITY OF DODGEVILLE 2026 TRUCK STOP CONCRETE REMOVAL BIDS

Bidder Name and Address	Lump Sum Amount	Comments
Rule Construction 3696 State Rd 23 Dodgeville, WI 53533	\$58,331.00	
Squatch Transport & Excavation 11113 N Christian Hollow Rd Winslow, IL 61089	\$74,481.88	

CITY OF DODGEVILLE COMMON COUNCIL
RESOLUTION NO. 2026-06
DESIGNATING OFFICIAL NEWSPAPER

BE IT RESOLVED, BY THE Common Council of the City of Dodgeville, Iowa County, Wisconsin that The Dodgeville Chronicle be designated as the official newspaper for all publications of official business.

Adopted and approved this 21st day of April, 2026.

Barry N. Hottmann, Mayor

ATTEST:

Emily Wolfe, Interim Clerk/Treasurer

CITY OF DODGEVILLE COMMON COUNCIL
RESOLUTION NO. 2026-05
DESIGNATING PUBLIC DEPOSITORIES

BE IT RESOLVED, BY THE Common Council of the City of Dodgeville, Iowa County, Wisconsin that Farmers Savings Bank, Mound City Bank, State of Wisconsin Local Government Investment Pool, Ehlers Investments (via Pershing) be and are hereby designated as Public Depositories for all Public monies coming into the hands of the Treasurer of the City of Dodgeville, Wisconsin for one year beginning May 1, 2026 and ending April 30, 2027.

Adopted and approved this 21st day of April, 2026.

Barry N. Hottmann, Mayor

ATTEST:

Emily Wolfe, Interim Clerk/Treasurer