



PUBLIC NOTICE

Common Council Regular Meeting

Tuesday, December 02, 2025 at 5:30 PM

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

AGENDA

I. CALL TO ORDER AND ROLL CALL

I. PLEDGE OF ALLEGIANCE

II. CONSENT AGENDA

- [1.](#) Approval of Minutes from November 18, 2025
- [2.](#) Approval of Claims from December 2, 2025

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

IV. REPORTS/RECOMMENDATIONS

3. Police Report
4. Clerk/Treasurer Report
5. Mayor Report

V. OLD BUSINESS

- [6.](#) Discussion and possible action to approve recommendation from Admin & Personnel committee to approve retainer agreement with Boardman & Clark, LLP for 2026 legal services
- [7.](#) Discussion and possible action to approve the 2026 Stray Animal Contract with the Iowa County Humane Society
8. Discussion of the 2026 Preliminary Budget and CIP

VI. NEW BUSINESS

- [9.](#) Discussion and possible action regarding an appeal submitted by the applicant following the denial of a driveway permit application, including review of the original application, the basis for denial, and any supporting documentation provided by the applicant.
- [10.](#) Discussion and possible action to approve a no cost of living increase request from the Police Chief for 2026.
11. Discussion and possible action on oversight regarding any ongoing or future capital improvements to the new City Hall (Administration Building).
- [12.](#) Discussion and possible action to approve a contract with JF Ahern for an annual inspection of one / Notifier / NFW-50X fire alarm control panel and associated components per National Fire Protection Association Code 72.

- [13.](#) Discussion and possible action on an HVAC preventative maintenance contract with JF Ahern.
- [14.](#) Discussion and possible action to allow the Dodgeville Area Chamber of Commerce to update the sign at Ley Pavilion.
- [15.](#) Discussion and possible action to approve a change order for the library project to install a new sanitary sewer lateral on E. Fountain Street.
- 16. Discussion and possible action to approve recommendation from Admin & Personnel to move forward with City Administrator role with a part-time Mayor.

VII. ANY OTHER BUSINESS AS ALLOWED BY LAW

VIII. ADJOURN

- 17. Motion to Adjourn

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



MINUTES

Common Council Regular Meeting

Tuesday, November 18, 2025 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, and Larry Tremelling.

City Hall Staff Present: Brian Cushman (EMS Director), Megan James (Recreation Director), Dylan Wadzinski (Director of Public Works), Brian Whitehouse (Fire Chief), Carrie Portz (Library Director), Brandon Wilhelm (Police Chief)

Others Present: Steve DeMuth (Dodgeville Resident), Dalton Thomas (Dodgeville Resident)

II. PLEDGE OF ALLEGIANCE

III. CONSENT AGENDA

1. Approval of Minutes from November 4, 2025.
2. Approval of Claims from November 18, 2025.

Motion by DeVoss, second by Johnson to approve the 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 Steve DeMuth presented several concerns to the Common Council, which included the Horse barn, the library project, City Hall project, street projects, and the city attorney contract. During this presentation from DeMuth, some of the concerns he brought forth to council were about the people that are currently living at the horse barn property and asking why the city was not taking over that property, as he knew that there were delinquent taxes owed on this property. Mayor Hottmann informed DeMuth that this was private property and that in order to clear up delinquent taxes, Iowa County would need to step in and either enforce taxes be paid, or list this property on a sheriff's sale. During DeMuth's presentation, he asked Mayor Hottmann about the library and city hall projects, and why more information about total spend, progress updates, etc. were not being shared with the public. Mayor Hottmann informed DeMuth that status updates on the library will be given each month at Council Meetings to inform the public about how the library project is coming. Mayor Hottmann also noted that he will also work on a City Hall update/summary to provide to Council and the public regarding costs spent, etc for the new City Hall building. Lastly, DeMuth voiced concerns about streets within the City of Dodgeville and asked how council decides each year what streets to re-do. He also voiced concerns about the approval of the 2026 contract with Boardman Clark for

contracted services for the City attorney, and asked if this contracted service had been put up for bids, or why the city was approving these contracts each year for Boardman Clark.

V. REPORTS/RECOMMENDATIONS

3. Clerk/Treasurer Report

During the Clerk/Treasurer report, Deputy Clerk/Treasurer Wolfe reported that the Spring Election was right around the corner that she would be handing out packets for those incumbents later the week of 11/18 or early the week of 11/25, as nomination papers could begin being circulated on December 1st. Wolfe also noted that 2025 tax statements would be coming out soon, however, there may be some delay due to the cyber security incident at the county in early 2025. She let the council and those attending the meeting that the city would have tax statements mailed out as quickly as possible upon receipt.

4. Mayor Report

During the mayor report, Mayor Hottmann provided an update of projects he had come up with for the Eagle Scout project that was presented at the November 4th meeting. During this presentation of ideas to the council, Mayor Hottmann asked for additional suggestions of other projects that could possibly be looked at, but also stated that he would follow up with the presenter from the 11/4/25 meeting to share his ideas with the presenter.

During the mayor report, Mayor Hottmann informed the council about the concern of pedestrian crossings in downtown as well as danger at crosswalks. Mayor Hottmann stated to the council some of his ideas to improve this safety was about improving the lighting downtown, lighted crosswalks, and also noted that he had been notified about the globe light by Cathryn’s Market not working currently.

Lastly during the mayor report, Mayor Hottmann stated that the City of Dodgeville had been approved for a congressional earmark for a Fire & EMS training tower. At this time, Mayor Hottmann had no other information, but stated that more information was to come in future meetings.

5. Library Update

During the library update, library director Carrie Portz informed the council that the request for reimbursement number 3 as part of the library grant had been approved and that she hoped to see this reimbursement anywhere from a few week to up to one month. During this update, Portz also noted that things were moving along with the library project. Portz stated that footings and walls had begun to be installed as well as windows, etc. Portz stated that the interior demo was close to being done as well.

Lastly, Portz informed the council that the library staff had recently participated in some local events including Trunk or Treat (both in Dodgeville and Mineral Point) as well as some training opportunities for staff which included a library association conference, staff inservice day, and job pod training in relation to Workforce Development. Portz also informed council that they are planning an open house at the Library annex and are also planning to be a part of the Home for the Holidays Parade later this month.

6. Recreation Update

During the recreation update, Megan James (Recreation Director) informed council about winter/spring registration now being open. James stated that the month of December was going to quiet in terms of events/activities being held. Lastly, James informed that Danielle Reddell (Utility Clerk) would be covering for James while she was out on maternity leave.

VI. OLD BUSINESS

7. Discussion and possible action to approve the 2026 city attorney contract with Boardman Clark.

Motion by Johnson, second by Reynolds-Lair to table this discussion item to future meeting. Voice Vote 8-0. Motion carried.

Additional motion to discuss at next Admin & Personnel meeting made by Olson, second by Reynolds-Lair. Voice vote 8-0. Motion carried.

VII. NEW BUSINESS

8. Discussion and possible action to approve the 2026 Preliminary Budget

During this discussion, community resident Steve DeMuth brought up some questions/concerns he had about the 2026 proposed budget. According to open meetings law, public comment during a discussion topic is not allowed, however, council member Olson made motion to allow DeMuth’s questions, which was seconded by Johnson to allow for public comment.

After discussion ended, Mayor Hottmann asked for a motion to propose Budget Hearing to be held at a special council meeting on Tuesday, December 9th. DeVoss made a motion to propose Budget Hearing, Sersch seconded. Roll call vote 8-0. Motion carried.

Second by

9. Discussion and possible action to approve the 2026 Stray Animal Contract with the Iowa County Humane Society.

Motion by Olson, second by Johnson-Solberg to table 2026 Stray Animal Contract with the Iowa County Humane Society to future council meeting, to allow for collection of additional info, and gather clarification on some of the topics within the contract. Voice vote 8-0. Motion carried.

10. Discussion regarding placement of a statue within the city to honor the life of Archie Hahn

This was a discussion only topic to brainstorm ideas of where to place this statue. No action was taken.

11. Discussion and possible action to approve the 2026 Ambulance Rate Schedule.

Motion by Reynolds-Lair, second by Tremelling to approve the 2026 Dodgeville Area Ambulance Service Rate Schedule, Dodgeville EMS Volunteer Retainment Pay Structure, Dodgeville EMS Medication/Supply List Price List, and Dodgeville EMS CPR Price Schedule. Voice vote 8-0. Motion carried.

VIII. ANY OTHER BUSINESS AS ALLOWED BY LAW

IX. ADJOURN

12. Motion to Adjourn

Motion by Sersch, second by Weber to adjourn.

Time: 6:43pm

COMMON COUNCIL - CLAIMS REPORT

Tuesday, December 2, 2025

	AMOUNT
<i>Accounts Payable</i>	
Capital Project Fund	\$ 467,241.41
Affordable Housing Fund	\$ -
General Fund	\$ 32,079.83
Debt Service Fund	\$ 75,129.00
Water Fund	\$ 9,255.61
Sewer Fund	\$ 6,361.36
Library Fund	\$ 2,167.03
TID 3 Fund	\$ 7,950.00
TOTAL ACCOUNTS PAYABLE	<u>\$ 600,184.24</u>

Payroll

General Fund (100)	\$ 89,329.67
Water Fund (200)	\$ 13,434.45
Sewer Fund (300)	\$ 13,984.85
Special Purpose Library Fund (150)	\$ 10,935.78
TOTAL PAYROLL	<u>\$ 127,684.75</u>

TOTALS BY FUND

GENERAL (100, 140, 150, 160, 161, 170)	\$ 684,832.72
WATER (200)	\$ 22,690.06
SEWER (300)	\$ 20,346.21
TOTAL ALL PAYMENTS	<u>\$ 727,868.99</u>

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/25	11/19/2025	65146	195	CITY OF DODGEVILLE WATER UTILITY	100-21000-000-000	100.00
11/25	11/19/2025	65147	879	SECURIAN FINANCIAL GROUP INC	100-21000-000-000	710.91
11/25	11/24/2025	65148	19	Aflac Traditional and Direct	100-21000-000-000	33.40
11/25	11/24/2025	65149	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	150-21000-000-000	108.64
11/25	11/24/2025	65150	2187	Arcadia Books	150-21000-000-000	1,403.18
11/25	11/24/2025	65151	1776	Blain's Farm & Fleet	100-21000-000-000	123.94
11/25	11/24/2025	65152	297	DODGEVILLE ELECTRIC	100-21000-000-000	236.74
11/25	11/24/2025	65153	372	FIRST SUPPLY LLC-MADISON	100-21000-000-000	440.76
11/25	11/24/2025	65154	458	IOWA COUNTY HIGHWAY DEPARTMENT	100-21000-000-000	871.32
11/25	11/24/2025	65155	599	League of Wisconsin Municipalities	100-21000-000-000	2,526.38
11/25	11/24/2025	65156	641	MARR LANDSCAPE LLC	100-21000-000-000	164.50
11/25	11/24/2025	65157	768	PENWORTHY COMPANY LLC	150-21000-000-000	196.16
11/25	11/24/2025	65158	790	PREMIUM WATERS INC	100-21000-000-000	9.00
11/25	11/24/2025	65159	2116	Daniels Construction	160-21000-000-000	407,666.61
12/25	12/02/2025	65160	781	ADVANTAGE COPY	100-21000-000-000	441.55
12/25	12/02/2025	65161	24	Aladtec LLC	100-21000-000-000	2,433.96
12/25	12/02/2025	65162	630	American Public Works Association	100-21000-000-000	260.00
12/25	12/02/2025	65163	1596	ASSOCIATED APPRAISAL CONSULTANTS INC.	100-21000-000-000	1,555.33
12/25	12/02/2025	65164	210	COLLINS & HYING LLC	100-21000-000-000	2,500.00
12/25	12/02/2025	65165	763	CONWAY SHIELDS	100-21000-000-000	2,520.00
12/25	12/02/2025	65166	307	Dodgeville School District	100-21000-000-000	550.00
12/25	12/02/2025	65167	357	ETI CORP	100-21000-000-000	224.00
12/25	12/02/2025	65168	455	IOWA COUNTY CLERK	100-21000-000-000	1,864.50
12/25	12/02/2025	65169	516	JOHNSON BLOCK AND COMPANY INC	100-21000-000-000	3,150.00
12/25	12/02/2025	65170	1848	Joseph Pepper	100-21000-000-000	55.00
12/25	12/02/2025	65171	642	MARTELLE WATER TREATMENT INC	200-21000-000-000	1,305.38
12/25	12/02/2025	65172	685	MIDWEST METER INC	200-21000-000-000	586.45
12/25	12/02/2025	65173	687	MIDWEST ROOFING & CONSTRUCTION LLC	100-21000-000-000	400.00
12/25	12/02/2025	65174	746	OREILLY AUTO PARTS	200-21000-000-000	60.77
12/25	12/02/2025	65175	1566	OSHKOSH FIRE & POLICE EQUIPMENT INC	100-21000-000-000	89.00
12/25	12/02/2025	65176	790	PREMIUM WATERS INC	100-21000-000-000	68.47
12/25	12/02/2025	65177	851	RULE CONSTRUCTION LTD	200-21000-000-000	1,192.39
12/25	12/02/2025	65178	2100	Sarah James	100-21000-000-000	192.00
12/25	12/02/2025	65179	926	STAPLES ADVANTAGE	100-21000-000-000	526.04
12/25	12/02/2025	65180	950	SWTC	100-21000-000-000	503.80
12/25	12/02/2025	65181	987	THE SHOE BOX LTD	100-21000-000-000	106.20
12/25	12/02/2025	65182	1046	USA BLUEBOOK	200-21000-000-000	231.65
12/25	12/02/2025	65183	1378	VIERBICHER ASSOCIATES	430-21000-000-000	7,950.00
12/25	12/02/2025	65184	1147	ZOLL MEDICAL CORPORATION	100-21000-000-000	193.52
12/25	12/02/2025	65185	851	RULE CONSTRUCTION LTD	160-21000-000-000	33,485.37
12/25	12/02/2025	65186	1881	True North Consultants Inc	160-21000-000-000	3,009.00
12/25	12/02/2025	65187	1378	VIERBICHER ASSOCIATES	160-21000-000-000	20,937.50
12/25	12/02/2025	65188	210	COLLINS & HYING LLC	100-21000-000-000	363.83
12/25	12/02/2025	65189	589	Lange Enterprises of Wisconsin	100-21000-000-000	433.84
12/25	12/02/2025	65191	1393	TC NETWORKS INC	100-21000-000-000	987.49
12/25	12/02/2025	65192	1378	VIERBICHER ASSOCIATES	160-21000-000-000	210.00
11/25	11/19/2025	700252	1374	RECDESK LLC	100-21000-000-000	479.94
11/25	11/24/2025	700253	1397	DEERE CREDIT INC	160-21000-000-000	1,783.83
11/25	11/24/2025	700254	408	GORDON FLESCH CO INC	300-21000-000-000	102.11
11/25	11/26/2025	700255	2063	Employee Benefits Corporation	100-21000-000-000	540.00
11/25	11/24/2025	700256	1482	FARMERS SAVINGS BANK	140-21000-000-000	75,129.00
11/25	11/24/2025	700257	1328	GFC Leasing WI	150-21000-000-000	243.85
12/25	12/02/2025	700258	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	100-21000-000-000	17,160.72

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/25	12/02/2025	700259	1776	Blain's Farm & Fleet	300-21000-000-000	387.59
12/25	12/02/2025	700260	1645	CAPITAL ONE (WALMART)	100-21000-000-000	164.72
12/25	12/02/2025	700261	1328	GFC Leasing WI	100-21000-000-000	156.53
12/25	12/02/2025	700262	296	Napa Auto Parts	300-21000-000-000	729.26
12/25	12/02/2025	700263	1915	Architectural Design Consultants Inc	160-21000-000-000	149.10
12/25	12/02/2025	700264	1776	Blain's Farm & Fleet	300-21000-000-000	117.85
11/25	11/26/2025	700265	1975	Zift Systems	200-21000-000-000	137.15
12/25	12/02/2025	700266	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	100-21000-000-000	384.53
Grand Totals:						600,644.76

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-21000-000-000	.00	32,877.50-	32,877.50-
100-21552-000-000	710.91	.00	710.91
100-21570-000-000	33.40	.00	33.40
100-24330-000-000	1,864.50	.00	1,864.50
100-44300-000-000	400.00	.00	400.00
100-46740-000-000	479.94	.00	479.94
100-51100-390-000	2,526.38	.00	2,526.38
100-51510-210-000	3,150.00	.00	3,150.00
100-51530-210-000	1,555.33	.00	1,555.33
100-51600-340-000	2,511.37	.00	2,511.37
100-51600-390-000	106.20	.00	106.20
100-51710-222-000	1,768.93	.00	1,768.93
100-51710-240-000	224.00	.00	224.00
100-51710-310-000	78.53	.00	78.53
100-51963-390-000	540.00	.00	540.00
100-52100-222-000	384.53	.00	384.53
100-52100-240-000	358.75	.00	358.75
100-52100-700-000	441.55	.00	441.55
100-52100-720-000	55.00	.00	55.00
100-52200-222-000	567.63	.00	567.63
100-52200-325-000	503.80	.00	503.80
100-52200-340-000	207.37	.00	207.37
100-52200-500-000	14.79	.00	14.79
100-52300-210-000	2,590.49	.00	2,590.49
100-52300-222-000	476.51	.00	476.51
100-52300-310-000	526.04	.00	526.04
100-52300-345-000	193.52	.00	193.52
100-52300-500-000	2,520.00	.00	2,520.00
100-52300-700-000	79.30	.00	79.30
100-53100-220-000	260.00	.00	260.00
100-53230-390-000	683.70	.00	683.70
100-53240-390-000	1,226.60	.00	1,226.60
100-53410-390-000	596.19	.00	596.19
100-53415-390-000	676.06	.00	676.06
100-53420-390-000	99.01	.00	99.01
100-54910-222-000	122.44	.00	122.44
100-54910-340-000	146.99	.00	146.99
100-54910-390-000	34.98	.00	34.98
100-55200-222-000	1,385.64	.00	1,385.64
100-55200-226-000	100.00	.00	100.00

GL Account	Debit	Credit	Proof
100-55200-600-000	1,634.64	.00	1,634.64
100-55300-190-000	192.00	.00	192.00
100-55300-600-000	550.00	.00	550.00
100-55310-000-000	114.28	.00	114.28
100-55420-310-000	186.20	.00	186.20
140-21000-000-000	.00	75,129.00-	75,129.00-
140-58100-000-000	53,637.15	.00	53,637.15
140-58200-000-000	21,491.85	.00	21,491.85
150-21000-000-000	.00	2,167.03-	2,167.03-
150-55115-221-000	215.20	.00	215.20
150-55115-224-000	243.85	.00	243.85
150-55115-321-000	1,599.34	.00	1,599.34
150-55115-391-000	108.64	.00	108.64
160-21000-000-000	.00	467,241.41-	467,241.41-
160-57140-000-000	1,409.10	.00	1,409.10
160-57330-000-000	53,372.87	.00	53,372.87
160-57610-000-000	410,675.61	.00	410,675.61
160-58100-000-000	1,783.83	.00	1,783.83
200-18115-000-346	586.45	.00	586.45
200-21000-000-000	.00	9,255.61-	9,255.61-
200-53700-000-903	16.49	.00	16.49
200-53700-620-000	45.98	.00	45.98
200-53700-622-000	6,302.27	.00	6,302.27
200-53700-631-000	1,305.38	.00	1,305.38
200-53700-641-000	231.65	.00	231.65
200-53700-651-000	596.20	.00	596.20
200-53700-681-000	34.04	.00	34.04
200-53700-689-000	137.15	.00	137.15
300-21000-000-000	.00	6,024.21-	6,024.21-
300-53600-000-821	1,278.69	.00	1,278.69
300-53600-000-827	4,711.49	.00	4,711.49
300-53600-000-851	34.03	.00	34.03
430-21000-000-000	.00	7,950.00-	7,950.00-
430-56710-000-000	7,950.00	.00	7,950.00
Grand Totals:	600,644.76	600,644.76-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account	Debit	Credit	Proof
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Report Criteria:

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

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
GENERAL FUND								
Total GENERAL FUND:					32,079.83	32,079.83		
DEBT SERVICE								
Total DEBT SERVICE:					75,129.00	75,129.00		
SPECIAL PURPOSE LIBRARY FUND								
Total SPECIAL PURPOSE LIBRARY FUND:					2,167.03	2,167.03		
CAPITAL PROJECT FUND								
Total CAPITAL PROJECT FUND:					467,241.41	467,241.41		
WATER								
Total WATER:					9,255.61	9,255.61		
SEWER								
Total SEWER:					6,361.36	6,361.36		
TIF 3								
Total TIF 3:					7,950.00	7,950.00		
Grand Totals:					600,184.24	600,184.24		

Dated: _____

Mayor: _____

City Council: _____

Clerk/Treasurer: _____

CITY OF DODGEVILLE

Payroll Register - Detail - by Name

Page: 17

Check Issue Dates: 11/28/2025 - 11/28/2025

Nov 26, 2025 2:16PM

GL Account	Debit	Credit	GL Account	Debit	Credit
200-53700-600-000	216.13	.00	200-53700-630-000	2,316.38	.00
200-53700-640-000	2,942.41	.00	200-53700-651-000	293.18	.00
200-53700-680-000	6,305.55	5,388.91-	200-53700-680-100	1,060.80	.00
200-53700-686-000	300.00	300.00-	300-53600-000-831	587.97	.00
300-53600-000-832	384.55	.00	300-53600-000-834	3,946.42	.00
300-53600-000-840	2,014.94	37.50-	300-53600-000-850	6,275.09	5,351.41-
300-53600-000-854	775.88	300.00-	999-10001-000-000	.00	68,072.83-
Totals:				127,684.75	127,684.75-

11/23/2025 Fund Summary

Fund	Debit	Credit	Fund	Debit	Credit	Fund	Debit	Credit
100	89,329.67	48,084.10-	150	10,935.78	150.00-	200	13,434.45	5,688.91-
300	13,984.85	5,688.91-	999	.00	68,072.83-			
Totals:							127,684.75	127,684.75-

RETAINER AGREEMENT

The City of Dodgeville, Iowa County, Wisconsin, agrees to retain the firm of Boardman & Clark, LLP, to perform routine legal services as described in this agreement. It is understood and agreed that Eric Hagen will be designated as the City Attorney who will have primary responsibility for handling and providing the legal services described in this agreement but that he may, from time to time, delegate other attorneys in the firm to perform legal services for the City.

The routine legal affairs of the City will be handled on a flat fee compensation basis in the amount of \$20,000.00 per calendar quarter. Routine legal affairs shall include the following services:

1. Consulting with City officials concerning the City's legal affairs and business, and drafting legal opinions thereon when requested.
2. Attending regular or special City Board meetings, committee meetings, Plan Commission, Board of Zoning Appeals meetings and collective bargaining negotiations or mediation sessions on an as needed basis.
3. Performing legal work in connection with real estate transactions in which the City is interested, including the closing of streets and alleys, but excluding transactions involving the exercise of the right of eminent domain.
4. Prosecuting all cases brought into Iowa County Circuit Court for violations of City ordinances (the "municipal court" for purposes of this contract).
5. Prosecuting all actions for the collection of personal property taxes of the City.
6. Drafting ordinances and resolutions excluding: (a) borrowing resolutions and supporting documentation; (b) comprehensive revisions or amendments to the City Code; and (c) comprehensive ordinances or regulations required to be adopted by the City by federal or state authorities.
7. Responding to routine auditor's requests for information on behalf of the City and its Utilities.
8. Reviewing or preparing contracts in which the City has an interest.
9. Consulting with City officials concerning collective bargaining agreement negotiations and interpretation.
10. Assisting City officials in the handling of personnel matters, including disciplinary issues, except for grievance arbitration.
11. Maintaining office hours on a regular basis consistent with other scheduled obligations (e.g. court appearances, meetings). The City Attorney shall advise the

City Clerk of scheduled office hours or changes thereto at least 24 hours in advance.

12. Other miscellaneous, routine and recurring legal work as arises from time to time.

Compensation shall be paid quarterly on March 31, June 30, September 30 and December 31.

The City shall reimburse the attorney for out-of-pocket costs and expenses incurred in representing the City's interests, such as long distance telephone charges, recording and court filing fees, fees for service of process and witness fees, abstracting or title insurance fees and extraordinary mailing or photocopying costs (i.e. for mailing an item which costs \$1.50 or more or for photocopying a document which exceeds 50 pages). The attorney will not bill mileage or other travel-related expenses unless overnight or out of county travel is required (exclusive of travel to/from the City).

The following items are excluded from routine legal services:

1. Interest and grievance arbitration, including discharge matters.
2. Quo warranto proceedings and legal representation which would be provided under any contract of insurance, liability or otherwise, in effect for the City.
3. Litigation of matters outside of small claims or municipal court procedural rules, including certiorari and mandamus proceedings.
4. Appeals or review of zoning matters in Circuit Court, other than prosecution of zoning ordinance violations and appeals or reviews of municipal court determinations.
5. Matters related to municipal finance including the issuance of municipal obligations, TIF districting and obtaining grants from federal or state authorities or agencies.
6. Matters arising under the City's power of eminent domain.
7. Election matters including referenda, recounts and recall elections.
8. Defense of administrative or forfeiture actions brought against the City or its officials by state or federal authorities.
9. Other extraordinary legal matters requiring extensive time and attention upon prior notice to City.

Legal fees for services excluded from routine legal work shall be charged at our hourly rates multiplied by the hours worked, plus reimbursement for out-of-pocket expenses as described above. The attorney shall provide an itemized statement for all such fees and expenses. Hourly rates for services excluded from routine legal work will range from \$135 to \$350. This includes the rates of attorneys, paralegals, legal assistants and clerks who may be assigned to work on matters that are

excluded from routine legal work. The hourly rates of others will vary depending upon the individual involved and the nature of the legal services being provided. Our fees for professional services will take into account additional factors, including the time and labor required, the novelty and difficulty of the issues involved, and the skill required to perform the legal services. The hourly rate for Eric Hagen, the attorney who will be primarily handling this representation is \$235.00 per hour.

This agreement shall be effective for a period of one year commencing January 1, 2024. The City has the right to terminate this agreement at any time. The attorney has the right to terminate this agreement at any time consistent with the requirements of Rule 20:1:16 of the Rules of Professional Conduct for Attorneys.

Dated as of this 21 day of September 2023.

CITY OF DODGEVILLE

BOARDMAN & CLARK, LLP

By: 
TODD D. NOVAK, Mayor

By: 
ERIC HAGEN

Countersigned: 
LAUREE AULIK, Clerk-Treasurer

This contract was approved by the City Council at a meeting held September 5, 2023.

RETAINER AGREEMENT

The City of Dodgeville, Iowa County, Wisconsin, agrees to retain the firm of Boardman & Clark, LLP, to perform routine legal services as described in this agreement. It is understood and agreed that Eric Hagen will be designated as the City Attorney who will have primary responsibility for handling and providing the legal services described in this agreement but that he may, from time to time, delegate other attorneys in the firm to perform legal services for the City.

The routine legal affairs of the City will be handled on a flat fee compensation basis in the amount of \$21,000.00 per calendar quarter. Routine legal affairs shall include the following services:

1. Consulting with City officials concerning the City's legal affairs and business, and drafting legal opinions thereon when requested.
2. Attending regular or special City Board meetings, committee meetings, Plan Commission, Board of Zoning Appeals meetings and collective bargaining negotiations or mediation sessions on an as needed basis.
3. Performing legal work in connection with real estate transactions in which the City is interested, including the closing of streets and alleys, but excluding transactions involving the exercise of the right of eminent domain.
4. Prosecuting all cases brought into Iowa County Circuit Court for violations of City ordinances (the "municipal court" for purposes of this contract).
5. Prosecuting all actions for the collection of personal property taxes of the City.
6. Drafting ordinances and resolutions excluding: (a) borrowing resolutions and supporting documentation; (b) comprehensive revisions or amendments to the City Code; and (c) comprehensive ordinances or regulations required to be adopted by the City by federal or state authorities.
7. Responding to routine auditor's requests for information on behalf of the City and its Utilities.
8. Reviewing or preparing contracts in which the City has an interest.
9. Consulting with City officials concerning collective bargaining agreement negotiations and interpretation.
10. Assisting City officials in the handling of personnel matters, including disciplinary issues, except for grievance arbitration.
11. Maintaining office hours on a regular basis consistent with other scheduled obligations (e.g. court appearances, meetings). The City Attorney shall advise the

City Clerk of scheduled office hours or changes thereto at least 24 hours in advance.

12. Other miscellaneous, routine and recurring legal work as arises from time to time.

Compensation shall be paid quarterly on March 31, June 30, September 30 and December 31.

The City shall reimburse the attorney for out-of-pocket costs and expenses incurred in representing the City's interests, such as long distance telephone charges, recording and court filing fees, fees for service of process and witness fees, abstracting or title insurance fees and extraordinary mailing or photocopying costs (i.e. for mailing an item which costs \$1.50 or more or for photocopying a document which exceeds 50 pages). The attorney will not bill mileage or other travel-related expenses unless overnight or out of county travel is required (exclusive of travel to/from the City).

The following items are excluded from routine legal services:

1. Interest and grievance arbitration, including discharge matters.
2. Quo warranto proceedings and legal representation which would be provided under any contract of insurance, liability or otherwise, in effect for the City.
3. Litigation of matters outside of small claims or municipal court procedural rules, including certiorari and mandamus proceedings.
4. Appeals or review of zoning matters in Circuit Court, other than prosecution of zoning ordinance violations and appeals or reviews of municipal court determinations.
5. Matters related to municipal finance including the issuance of municipal obligations, TIF districting and obtaining grants from federal or state authorities or agencies.
6. Matters arising under the City's power of eminent domain.
7. Election matters including referenda, recounts and recall elections.
8. Defense of administrative or forfeiture actions brought against the City or its officials by state or federal authorities.
9. Other extraordinary legal matters requiring extensive time and attention upon prior notice to City.

Legal fees for services excluded from routine legal work shall be charged at our hourly rates multiplied by the hours worked, plus reimbursement for out-of-pocket expenses as described above. The attorney shall provide an itemized statement for all such fees and expenses. Hourly rates for services excluded from routine legal work will range from \$135 to \$350. This includes the rates of attorneys, paralegals, legal assistants and clerks who may be assigned to work on matters that are


excluded from routine legal work. The hourly rates of others will vary depending upon the individual involved and the nature of the legal services being provided. Our fees for professional services will take into account additional factors, including the time and labor required, the novelty and difficulty of the issues involved, and the skill required to perform the legal services. The hourly rate for Eric Hagen, the attorney who will be primarily handling this representation is \$235.00 per hour.

This agreement shall be effective for a period of one year commencing January 1, 2025. The City has the right to terminate this agreement at any time. The attorney has the right to terminate this agreement at any time consistent with the requirements of Rule 20:1:16 of the Rules of Professional Conduct for Attorneys.

Dated as of this 15th day of October 2024.

CITY OF DODGEVILLE

BOARDMAN & CLARK, LLP

By: 
BARRY HOTTMANN, Mayor

By: 
ERIC HAGEN

Countersigned: 
LAUREE AULIK, Clerk-Treasurer

This contract was approved by the City Council at a meeting held October 15, 2024.

Payments to Boardman Clark

<u>Date</u>	<u>Amount</u>	<u>Services</u>
3/1/2023	\$10,762.50	Q1 2023 Attorney Services
3/21/2023	\$35.00	Merchant: Landshark, Date 2/21/23 & 2/23/23 fee to obtain copies of land records for sewer easement
4/18/2023	\$36.68	Travel to and from Dodgeville City Hall to attend PFC meeting
6/1/2023	\$10,762.50	Q2 2023 Attorney Services
7/10/2023	\$10,332.00	Prepare for PFC meeting
7/10/2023	\$91.00	Dilapidated building/raze order, summons and complaint for raze order suit, filing fee for public nuisance
9/1/2023	\$10,762.50	Q3 2023 Attorney Fees
12/1/2023	\$10,762.50	Q4 2023 Attorney Fees
12/14/2023	\$86.00	Various tasks completed from 7/6/2023 to 11/30/2023
Total Paid in 2023	\$53,630.68	
1/1/2024	\$20,000.00	Q1 2024 Attorney Fees
4/1/2024	\$20,000.00	Q2 2024 Attorney Fees
6/20/2024	\$7,327.06	Prepare for PFC meeting, email correspondence, mileage for travel to PFC meeting
6/20/2024	\$37.32	Travel to City Hall to work on handbook
7/1/2024	\$20,000.00	Q3 2024 Attorney Fees
10/1/2024	\$20,000.00	Q4 2024 Attorney Fees
Total Paid in 2024	\$87,364.38	
1/1/2025	\$21,000.00	Q1 2025 Attorney Fees
4/1/2025	\$21,000.00	Q2 2025 Attorney Fees
7/28/2025	\$78.40	Attend personnel meeting & attend meeting related mechanic employment issue at CH
8/27/2025	\$11.00	Postage
7/1/2025	\$21,000.00	Q3 2025 Attorney Fees
Total Paid so far 2025	\$63,089.40	

: research

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Iowa County Humane Society

305 Hwy. YZ, PO Box 195, Dodgeville, WI 53533

(608) 935-1381 | Fax: (608) 935-2884

Email: office@ichs.net | Website: www.ichs.net

2026 Stray and Abandoned Animal Services Contract

Dear Municipal Representative,

Enclosed please find your 2026 Iowa County Humane Society (ICHS) Stray and Abandoned Animal Services Contracts for both cats and dogs. Please note that these are two separate contracts, and both must be completed, signed, and returned to ICHS by December 30, 2025.

Your signed contracts authorize ICHS to provide housing and care for stray and abandoned dogs and cats found within your municipality for the period of January 1, 2026 through December 31, 2026.

Please take note of 2 changes to our 2026 Stray and Abandoned Animal Services Contract...

- Beginning in 2026, ICHS will no longer offer prior authorization for animal intake. As we offer contract services to 29 municipalities in Iowa county, this change is intended to streamline the intake process for our staff.
- We will not be accepting cats deemed to be feral as they are not adoptable and are not safe for the handling of all our staff.

Municipalities will continue to receive monthly billing statements only if a stray from your area is taken in. If no animals are received that month, no billing statement will be sent. Strays claimed by their owners during the state-mandated stray hold period will not be billed to the municipality. Payment terms remain at 30 days, and municipalities may prepay \$500 as a non-refundable retainer if preferred (unused balances do not carry over to the following year).

If you would like to discuss the contracts or ICHS services in greater detail, please don't hesitate to contact me directly at director@ichs.net or call (608) 935-1381. I am happy to meet in person, by phone, or by email to answer any questions. In addition, if you would like to discuss the importance of a Trap/Neuter/Return policy for the health and population control of free roaming/community/feral cats in your municipality, I would love to set up a time to talk with you.

Thank you for your continued partnership and commitment to the welfare of animals in Iowa County.

With Much Appreciation

Shanna Gundlach

Executive Director

Iowa County Humane Society

director@ichs.net

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

**Iowa County Humane Society (ICHS)
2026 Stray and Abandoned Cat Contract for Services**

Municipality Information

Municipality: City of Dodgeville _____

Municipality Contact: _____

Contact Email: _____

Contact Phone Number: _____

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

Fees

City of Dodgeville agrees to prepay in the amount of \$7000 for the 2026 contract year. (This is not a separate fee for each contract.)

Check the appropriate box below:

☐ We agree to contract with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned cats in our municipality for the period of January 1, 2026 – December 31, 2026.

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

☐ We WILL NOT be contracting with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned cats in our municipality for the period of January 1, 2026 – December 31, 2026.

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

Contact Person: _____ Phone Number: _____

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

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

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

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

Name of Municipality Representative: _____

Signature of Municipality Representative: _____ Date: _____

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

Iowa County Humane Society (ICHS) 2026 Stray and Abandoned Dog Contract for Services

Municipality Information

Municipality: City of Dodgeville _____

Municipality Contact: _____

Contact Email: _____

Contact Phone Number: _____

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

Fees

City of Dodgeville agrees to prepay in the amount of \$7000 for the 2026 contract year. (This is not a separate fee for each contract.)

Check the appropriate box below:

☐ We agree to contract with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned dogs in our municipality for the period of January 1, 2026 – December 31, 2026

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

☐ We WILL NOT be contracting with the Iowa County Humane Society (ICHS) for the care of the stray and abandoned dogs in our municipality for the period of January 1, 2026 – December 31, 2026.

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

Contact Person: _____ Phone Number: _____

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

Name of Municipality Representative: _____

Signature of Municipality Representative: _____ Date: _____

MEMORANDUM OF UNDERSTANDING

Between the City of Dodgeville and the Iowa County Humane Society
Regarding Trap-Neuter-Return (TNR) and Management of Community/Feral Cats

Effective Date: 01/01/2026

This Memorandum of Understanding (“MOU”) is entered into between the **City of Dodgeville** (“City”) and the **Iowa County Humane Society** (“ICHS”), a Wisconsin nonprofit animal shelter, to define roles and authorization regarding the humane management of community and feral cats, including cats brought to the shelter by residents.

1. Purpose

The purpose of this MOU is to allow ICHS to humanely trap, receive, spay/neuter, vaccinate, ear-tip, and **return** healthy community and feral cats to the location where they were found or captured — **including stray cats brought to ICHS by community members** that ICHS determines to be feral or unadoptable.

The City acknowledges that returning such cats to their place of origin as part of a TNR program **does not constitute a violation** of the City’s ordinances regarding animals running at large, abandonment, or improper release.

2. Definitions

For purposes of this MOU:

- **Community Cat:** Any outdoor, free-roaming, unowned cat, including feral, semi-feral, and stray cats.
 - **Feral Cat:** A cat that is unsocialized to humans, fearful in a shelter environment, or behaviorally unsuitable for adoption placement.
 - **Stray Cat:** A cat brought to ICHS by a member of the public without proof of ownership.
 - **TNR (Trap-Neuter-Return):** The practice of humanely trapping or receiving a community cat, sterilizing, vaccinating, ear-tipping, and returning the cat to its original location.
-

3. City of Dodgeville Authorization

The City of Dodgeville hereby:

1. **Authorizes ICHS** to implement TNR for cats within City limits, including:
 - Cats humanely trapped by ICHS
 - Cats trapped by residents and brought to ICHS for the purpose of TNR
 - Stray cats delivered to ICHS that are determined by ICHS to be feral or unadoptable
 2. **Authorizes the return** of sterilized, vaccinated, ear-tipped cats to the specific outdoor location where they were found or picked up.
 3. Affirms that such return **does not violate** the City's ordinances related to:
 - Animals at large
 - Abandonment
 - Releasing animals
 - Harboring animals outdoors
 4. Acknowledges that TNR is a humane and effective management method supported by national standards (ASPCA, UW Shelter Medicine, Humane World for Animals).
-

4. Responsibilities of ICHS

ICHS agrees to:

1. Accept stray cats brought in by community members **if capacity and staffing allow**.
 2. Evaluate each cat's behavior to determine if it is:
 - Suitable for adoption, **or**
 - Feral/unsocialized and appropriate for TNR.
 3. Provide sterilization, vaccination, and left ear-tipping for cats placed into the TNR program.
 4. Return healthy feral/unsocialized cats to the location where they were found, regardless of whether they were:
 - Brought in as strays
 - Trapped by ICHS
 - Trapped by community members for the purpose of TNR
 5. Maintain records for each cat processed through the TNR program.
 6. Decline to shelter or hold feral cats for adoption, as doing so is detrimental to their welfare and not consistent with best practices.
 7. Notify the City of any major public health concerns (suspected rabies, severe aggression, or other threats).
-

5. Responsibilities of the City of Dodgeville

The City agrees to:

1. Recognize TNR as an approved, humane method of managing free-roaming cat populations.
 2. Permit ICHS to return TNR cats to their original outdoor locations.
 3. Ensure that City staff understand that **ear-tipped cats are part of an authorized TNR program** and not stray animals requiring impoundment.
 4. Provide clarification to residents that TNR is a City-supported program.
 5. Refer residents’ feral cat concerns to ICHS when appropriate.
-

6. Ownership and Liability

1. Cats processed through TNR **are not considered owned by ICHS**.
 2. ICHS is not responsible for long-term care, placement, or containment of community cats.
 3. The City agrees to hold ICHS harmless from liability arising from the natural behavior or location of community cats after they are returned outdoors.
 4. The act of returning a cat under this MOU is **not abandonment** and does not transfer ownership to ICHS.
-

7. Stray Hold

The City acknowledges that:

1. Cats deemed feral or unsafe for adoption **may be exempt from traditional stray hold requirements**, as they are not suitable for adoption and are processed through TNR.
 2. This exemption is consistent with Wisconsin sheltering best practices and public safety considerations.
 3. Stray hold procedures will still be used for approachable, adoptable cats.
-

8. Term and Termination

This MOU remains in effect until modified or terminated by either party with **30 days written notice**.

9. Signatures

City of Dodgeville

By: _____
Title: _____
Date: _____

Iowa County Humane Society

By: _____
Title: _____
Date: _____

Animal Intake for City Of Dodgeville from 2020 - 2024				
Year	Cat Strays	Dog Strays	Dog Seized	Total Animals
2020	90	23	0	113
2021	56	14	2	72
2022	56	23	3	82
2023	69	22	2	93
2024	74	16	0	90
2020 - 2024	345	98	7	450



Notice of Appeal Dated 9/5/2025 update request.

From air123tony <air123tony@gmail.com>

Date Wed 10/29/2025 7:44 PM

To Dylan Wadzinski <publicworks@dodgevillewi.gov>; air123tony@gmail.com <air123tony@gmail.com>

City of Dodgeville:

Dylan Wadzinski

Notice of Appeal for Dated 9/5/2025 driveway application.

Seeking review of this denial.

I have surveyed off 5 acres off of parcel 216-1100 next to highway 18 that I have had it for sale over six years.

I've had a accepted offer for this five acre parcel next to highway 18.

The buyer backed out because there was no driveway. Access to this pacific 5 acres along highway 18 set up.

If I came in on existing driveways,, on the 50 acre, parcel 216-1100 it would be intrusive to my farm fields.

And would not lineup with my existing layout of future development of roads.

The closest existing driveway is actually on the other side of a knoll, that is prohibited to bringing the driveway to this 5 acre parcel along highway 18.

I have a engineer driveway road layout, set up across from the old Dodgeville truck stop on bennett road. that I like to use.

I have approval from the department of natural resources to have a road. Go across the Crick to connect to the 5 acres. Next to highway 18.

This is A Reply from your denial of letter dated October 28th 2025.

I wish for approve for this appeal to be accepted for this driveway application off of a bennett road.

Philip A. Ley

October 29th 2025

Sent from my U.S.Cellular© Smartphone

----- Original message -----

From: Dylan Wadzinski <publicworks@dodgevillewi.gov>

Date: 10/3/25 7:37 AM (GMT-06:00)

To: air123tony <air123tony@gmail.com>

Subject: Re: Bennet Rd Driveway Permit Application

Philip,

Today is not a good day for me to meet. Do you want to set up a time to stop in early next week?

I will talk with the mayor to see if we can get you Infront of council later this month.

I will also work on writing up a letter per your request.

Dylan Wadzinski

Director of Public Works

City of Dodgeville

(608)-930-1011

From: air123tony <air123tony@gmail.com>

Sent: Thursday, October 2, 2025 7:39 PM

To: Dylan Wadzinski <publicworks@dodgevillewi.gov>; air123tony@gmail.com <air123tony@gmail.com>

Subject: Re: Bennet Rd Driveway Permit Application

Since you have denied driveway off of Bennett. Let's get on the next meeting to have the board, approve or deny driveway.

This driveway will help so that when they do have some problem with the city sewer line, they will not have to damage property Or crapland.

Also, it is so that I can have easier access without driving through the cropland to get to the property next to the highway. Without damaging the crops.

So let's get it on the city's meeting and agenda as soon as possible.

Also, besides, just the code written down exactly what the reason in detail your reason why the denial of driveway in a written letter.

Philip A. Ley

Also, I'd like to meet with you tomorrow to ask you a few more questions.
At your convenient time frame.

10/2/2025

Sent from my U.S.Cellular© Smartphone

----- Original message -----

From: Dylan Wadzinski <publicworks@dodgevillewi.gov>
Date: 10/2/25 5:08 PM (GMT-06:00)
To: air123tony <air123tony@gmail.com>
Subject: Re: Bennet Rd Driveway Permit Application

Philip,

We need to know what your intended use of the driveway will be. City access to the sewer line is not a valid use as we do not need this entrance to have access to our sewer easement.

I agree that safety is a large part of driveway permits, however there are still other city codes that need to be met. Section 8.12(f)(4)(g) in particular. Since you already have access off of Bennet, an additional entrance 350' north is not necessary. A new entrance where you propose will not have any better access to the area north of the stream than the existing entrance.

Also, I am still working on figuring out how far south on Bennet the DOT has to maintain. If they maintain south past your proposed driveway entrance, then you would need to seek permitting from WISDOT.

Unfortunately, our city attorney is not ready to meet Friday. However, we can schedule a meeting next Friday, any time before noon to discuss both the Craig St agreement and the Bennet Rd driveway if you would like. Just let me know.

In the meantime, he wanted me to share with you an overview of the types of provisions/issues that we expect to address in the Craig St agreement.

- Construction standards/requirements for the substandard street
- Tony's (or his successor's) obligation to replace the substandard street with a proper street if there is further development over lands to the North requiring further extension of Craig Street, when either of the adjoining properties owned by Tony are sold, or by a set deadline, whichever occurs first
- Deadlines for the completion of the substandard street
- Deadlines for the completion of the driveway
- Deadlines for the completion of the duplex on the lot
- Liability waiver and indemnification from Tony for any claims related to the street while it is substandard
- Maintenance requirements (including upkeep and plowing)
- Some sort of security to cover these obligations – this could be a letter of credit, bond, deed restriction, or even a lien on the adjacent properties he owns. If we are going with a deed restriction or lien that gets recorded, we would want it to be joint and severable on the properties Tony owns adjoining the street.
- Provide a license for Tony to install the substandard street and connect the driveway within the ROW.

We may not have any contract language ready by next week, but are happy to discuss the points about other issue.

Thanks,

Dylan Wadzinski

Director of Public Works

City of Dodgeville

(608)-930-1011

From: air123tony <air123tony@gmail.com>
Sent: Tuesday, September 30, 2025 1:50 PM
To: Dylan Wadzinski <publicworks@dodgevillewi.gov>
Subject: RE: Bennet Rd Driveway Permit Application

I guess it would be commercial driveway for you to have access to the sewer line.

As far as safety goes, you already indicated that it is three hundred and fifty feet away from another driveway.

And there's no blockage of view.

Other point is I need access to the property across the Cricket to the north. This would give me that access to that landlocked property.

Sent from my U.S.Cellular© Smartphone

----- Original message -----

From: Dylan Wadzinski <publicworks@dodgevillewi.gov>
Date: 9/30/25 1:42 PM (GMT-06:00)
To: air123tony <air123tony@gmail.com>
Subject: Bennet Rd Driveway Permit Application

Philip,

After reviewing your driveway application, I have the following comments.

- Without identifying on the application what the use of this driveway is, I cannot determine if this will be a residential, commercial, or industrial driveway.
 - This matters because you already have an existing entrance approximately 350' south of the proposed entrance that is 35' wide to this parcel.

- We have historically allowed lots to have multiple entrances to one parcel as long as the combined opening is less than the maximum allowed. The maximum allowed width is dependent on if it is a residential, commercial, or industrial driveway. Since you already have an entrance that is 35' wide, you are at or close to being to that limit.
- Section 8.12(f)(4)(g) states "No more than one driveway entrance and approach shall be constructed for any lot or premises except where deemed necessary and feasible without undue impairment of safety, convenience and utility of the street by the Director of Public Works."
 - I cannot consider this driveway entrance to be necessary given that you already have one coming off Bennet, as well as access from the north end of Craig St.
 - I also cannot consider it necessary as there is no evidence for what this entrance will be for. Access to property and potential future development are not sufficient.
 - You could subdivide the parcel, so that this would be the only driveway to get around this issue.
 - I know you mentioned that you are planning to have Redruth extend east to connect with the existing entrance on Bennet. I think everyone in Dodgeville would like to see that happen. But until the street is laid out/dedicated I cannot just ignore the City Code based on your word.
- It is noted on the driveway plan "Allow enough room to expand 18' wide driveway to a city street, 40' wide pavement with 4' grass terrace and 4' sidewalk"
 - If this entrance has a chance at becoming a city street, it will need to be centered to the entrance across the street.
 - This would require replacing the existing curb cut with new curb and gutter and moving the access slightly north. Or start with the new entrance centered and widen the curb cut on both ends.
- Additionally, this access cuts across state owned ROW. I have been told from the state that if the city officially maintains this part of Bennet, then we have permitting authority. I am currently in communications with WISDOT to try and find the maintenance agreement for the roundabout. Until I get documentation that the city has agreed to maintain this portion of Bennet, I cannot approve the driveway permit.

If you have any questions, feel free to reach out.

Thanks,

Dylan Wadzinski

Director of Public Works

City of Dodgeville

(608)-930-1011

Application No. _____

Application for Driveway Permit

PUBLIC WORKS DIRECTOR OR BUILDING INSPECTOR: The undersigned hereby applies for a permit to do work herein described and located as shown on an attached plot plan. The undersigned agrees that all work will be done in accordance with the driveway ordinance and all other ordinances of the City of Dodgeville and with all laws of the State of Wisconsin, applicable to said premises, and with the information hereon. Permit is in effect for 12 months from the date of issuance. After one year, permit must be renewed.

Owner PHILIP A. LEY Applicant _____
Address 800 E. NORTH ST Address _____
DODGEVILLE WI 53533
Phone Number 609-574-0299 Phone Number _____

Subdivision

Lot No. _____ Block No. _____ Addition or Replat _____
Description (if unplatted) _____ ¼ of _____ ¼ Sec. _____ T _____ R _____
Highway: State WI County IOWA Town _____

PARCEL # 216-1100

Drawing Information Required

Please check all that apply and include all necessary information on a detailed drawing.

- ☒ A scaled drawing plot plan on a single sheet, (1"=20') or larger.
- ☒ Driveway and approaches.
- ☒ All pertinent ROW and Property Lines.
- ☒ Show parking, interior drives, existing and proposed buildings.
- ☒ Distance to intersecting roads, or railways within 500 feet.
- ☒ Width of ROW of street which driveway intersects.
- ☒ Width and type of road surface. GRAVEL
- ☒ Proposed driveway radii. PRIVATE DRIVEWAY
- ☒ Rate of slope or grade of approaches and driveways.
- ☒ Distance from ROW line to gasoline pumps.
- ☒ Utility poles, fire hydrants, trees and other structures in the immediate vicinity of driveway.
- ☒ Distance to and design of adjoining properties and properties across the street.
- ☒ MA Number, arrangement, and size of parking stalls, if any.
- ☒ Proposed routing of motor vehicles entering and leaving.
- ☒ Proposed method of drainage including the following:

- ☒ Elevation and size of all available storm sewers.
- ☒ Top of curb elevations
- ☒ Elevation and location of drainage ditches.
- ☒ proposed finish elevations of parking lot, if any, including direction of drainage and elevations of proposed gutters or swales.
- ☒ Elevations, location and size of inlets and catch basins to be constructed in conjunction with any parking lots, if any.
- ☒ Location of all downspouts from the building and proposed method of disposing of surface water.

Other Information Required

Intended Use: Access to Property + Access to City Sewer

Width of Driveway at the ROW line: 16

Width of Driveway at the street: 16

Type of surface and construction, (base, surface, etc.) of driveway: GRAVEL
Paved within Row

Proposed treatment of Right-of-Way area adjacent to or between driveway: _____

Identification of all parcels intended to be served by the driveway requested: 216-1100

Corner Clearance: _____

Bond: _____

Liability Insurance: _____

Application Approval

Fee 100

Tax Parcel Number _____

Applicant's Signature Phyllis A. Lutz

Date 9-5-2025

Approval Date _____ Approved By _____

LEY DRIVEWAY PLAN

8/29/2025

Section VI. Item #9.

UNNAMED NAVIGABLE STREAM

PER DNR WATERSURFACE VIEWER

PHILIP TONY LEY STATED THIS HAS BEEN DETERMINED NON-NAVIGABLE BY THE DNR AND THAT IN THE 1984 IOWA COUNTY PLATBOOK, IT WAS CALLED LEY CRICK.

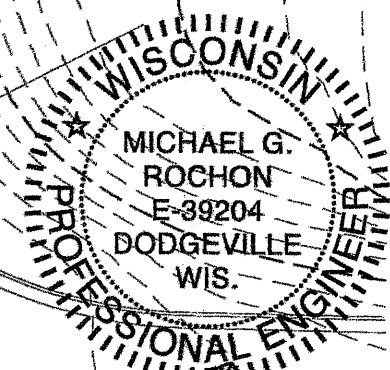
BM#1
TDC FIRE HYDRANT
ELEVATION = 1141.92'

EXISTING STORM SEWER

PHILIP TONY LEY STATED THIS HAS BEEN DETERMINED NON-NAVIGABLE BY THE DNR AND THAT IN THE 1984 IOWA COUNTY PLATBOOK, IT WAS CALLED LEY CRICK.

PROPOSED 18' WIDE
PRIVATE DRIVEWAY

BENNETT ROAD



Michael G. Rochon

DATE SIGNED
8/29/2025

24" RCCP ~34 LF.
REINFORCED CONCRETE
CULVERT PIPE W/ENDWALLS
SOUTH INVERT 1137.06'
NORTH INVERT 1136.72'

EXISTING POWER POLE
W/2 GUY WIRES
TO BE RELOCATED BY
POWER COMPANY.
ALLOW ENOUGH ROOM TO EXPAND
THIS 18' WIDE DRIVEWAY TO A
CITY STREET, 40' WIDE PAVEMENT
WITH 4' GRASS TERRACE AND 4'
SIDEWALK.

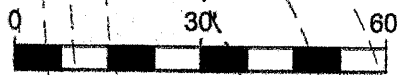
2' DEEP
SINK HOLE

REMOVE EXISTING ENDWALL
AND ALIGN AS SHOWN

FRAZIER'S FLOORING OUTLET DRIVEWAY

EXISTING STORM SEWER

EXISTING STORM SEWER



SCALE: 1" = 30'



FULLCIRCLE
ENGINEERING & SURVEYING

3462 Spring Valley Road
Dodgeville, WI 53533
608-935-0294
www.fullcircleES.com

SHEET 1 OF 1
JOB ID: 2506241E
FIELD CREW: MGR BWJ



CITY OF DODGEVILLE
100 E. Fountain St.
Dodgeville, WI 53533
www.dodgevillewi.gov

October 28th, 2025

Philip Ley
800 E North St.
Dodgeville, WI 53533

Mr. Ley,

The driveway permit application submitted 9-5-25 for the construction of a driveway entrance off Bennet Rd. (Parcel #216-1100) has been denied for the following reasons.

Section 8.12(f)(4)(g) states "No more than one driveway entrance and approach shall be constructed for any lot or premises except where deemed necessary and feasible without undue impairment of safety, convenience and utility of the street by the Director of Public Works."

- I cannot consider this driveway entrance to be necessary given that you already have one coming off Bennet, as well as access from the north end of Craig St.
- I also cannot consider it necessary as there is no evidence for what this entrance will be for. Access to property and potential future development are not sufficient.
- You could subdivide the parcel via CSM or plat, so that this would be the only driveway for the subdivided parcel to get around this issue. However, a recorded easement or recorded commitment to implement an easement for the driveway over the other property would be required before approval will be granted.
- You mentioned that you are planning to have Redruth extend east to connect with the existing entrance on Bennet. Until the street is laid out/dedicated I cannot ignore the City Code based on your word.

If you have any questions feel free to contact me by phone or email listed below.

Sincerely,

Dylan Wadzinski

Dylan Wadzinski, Director of Public Works
City of Dodgeville





DODGEVILLE POLICE DEPARTMENT

Section VI. Item #10.

111 W. Merrimac
Dodgeville, WI 53533

Telephone: 608-935-3238
Fax: 608-935-9655

Chief of Police Brandon Wilhelm

September 11th, 2025

City of Dodgeville Finance Committee
100 E. Fountain St. Dodgeville, WI 53533

Subject: Request for 0% Pay Increase for Chief of Police Position in 2026

Dear Members of the Finance Committee,

I am writing to formally request a zero percent pay increase for the Chief of Police position for the 2026 budget year.

Local governments nationwide are facing significant financial challenges. Despite this, the City Council and its various committees have worked diligently to provide competitive cost-of-living adjustments and wage and benefit increases for our city employees.

I believe my current compensation is fair and adequate. I strongly feel that our financial priorities should focus on the compensation and retention of our frontline and operational staff. Continued investment in our staff is essential to attracting and retaining the talented individuals who deliver the core services our community depends on. Competitive pay for these employees directly supports the success of our elected offices and the City of Dodgeville as a whole.

Thank you for your ongoing dedication to the City of Dodgeville. Your voluntary service and commitment to our community are truly appreciated.

Chief of Police

Brandon E. Wilhelm

Brandon E. Wilhelm



November 11, 2025

Work Location(s): City of Dodgeville
410 East Leffer Street
Dodgeville, WI 53533

Dylan Wadzinski
City of Dodgeville
100 East Fountain Street
Dodgeville WI 53533

Phone: (608)930-1011

Email: publicworks@dodgevillewi.gov

Send Via: Email
Quote #: 576058/ 1

FIRE PROTECTION INSPECTION AND TESTING SERVICE PROPOSAL

Dear Dylan,

We are enclosing our inspection and testing service proposal(s) for the following Fire Protection System(s) at your above indicated locations.

- Fire Alarm Inspection

We will perform each of the proposed inspection services, per your written approval. Should you elect to proceed with this work, please initial the inspection services desired, sign the attached agreement and return it to us. Once returned to us, we will call to set up an appointment.

We have licensed inspectors and service technicians in your area and can provide you with service 24-hours a day, 7-days a week.

Thank you for this opportunity to provide this proposal. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Michael Daniels
Sales, PMA Sr.

Email: mdaniels@jfahern.com

Enclosure



Fire Alarm Inspection Quote & Agreement for City of Dodgeville

6106

Section VI. Item #12.

Madison, WI 53704

main 608.216.0283

jfahern.com

Dylan Wadzinski
City of Dodgeville
100 East Fountain Street
Dodgeville WI 53533

Phone: (608)930-1011
Email: publicworks@dodgevillewi.gov

Send Via: Email
Quote #: 576058/1

FIRE EQUIPMENT INSPECTION AND TESTING SERVICES

Scope of Work/Clarifications:

Annual inspection of one / Notifier / NFW-50X fire alarm control panel and associated components per National Fire Protection Association Code 72.

<u>Item</u>	<u>Proposed First Visit</u>	<u>Price Type</u>	<u>Visit Price</u>	<u>Visits</u>	<u>Item Total</u>
Annual	10/2026	Fixed Price	\$450.00	1	\$450.00
<u>Equipment Type</u>		<u>Quantity</u>			
Annunciators		1			
Aux Pwr Sup Panel		1			
Emergency Communications Equip		1			
Fire Alarm Control Panel		1			
Fire Alarm System		1			
Manual Fire Alarm Pull Station		4			
Notification Appliances		17			
Smoke Detection - Duct Type		3			
Smoke Detection - Spot Type		1			
SS Transmission Equipment		1			

Price for City of Dodgev410-Dodgeville-S

\$450.00

Total for All Services at All Locations:				\$450.00	
Contract Representative			Customer Authorized Representative		
Name:	Michael Daniels		Print Name:	Dylan Wadzinski	
Title:	Sales, PMA Sr.		Signature:		
Date:	11/11/2025		Date:		
			PO #:		
			Alternate Start Month (if Desired):		

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. (If alarm and monitoring services are included in the scope of work, the attached Alarm Monitoring Services Agreement shall apply to these services.) Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

Quote #: 576058/1
Quote Date: 11/11/2025

NOTES AND CLARIFICATIONS
Inspection and Testing Agreement

Section VI. Item #12.

SCOPE OF WORK:

1. Customer has requested Ahern to perform the services as detailed in the attached quotation. Ahern shall perform the work described herein, per the attached quotation, and, as applicable, on the Ahern's current Report Form. All work shall be in accordance with the following NFPA codes and editions (listed as code-edition); 10-2013, 11-2005, 12-2008, 12A-2004, 16-2007, 17-2013, 17A-2013, 25-2011, 72-2010, 96-2014, 409-2011, 750-2006, 1962-2013, 2001-2008, and Life Safety 101 (Chapter7)-2012 and the terms and conditions contained herein. Choose only applicable NFPA standard(s) & editions.
2. Customer acknowledges that: (a) when presenting its proposal to Customer, Ahern explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Ahern at an additional cost to the Customer; and (c) Customer desires and has contracted for only the Equipment/Service(s)/System purchased; (d) such Equipment/Services/System purchased are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Ahern to carry out the installation in the premises; (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Services/System; and (g) Customer agrees to the TERMS AND CONDITIONS attached hereto.

PRICING:

3. **MATERIAL PRICE INCREASES:** The price and schedule set forth in this quotation or bid document for the Scope of Work of J. F. Ahern Co. ("Ahern") ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this quote or bid, this quote or bid is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, unreliable supplier lead times, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on this adjustment will only apply to price changes in excess of five percent (5%).

If this quotation or bid contains materials built with steel or aluminum, due to the volatility of prices from suppliers, this bid or quotation is valid for ten (10) days from date of issue listed on the cover page of the quotation or the date the bid was submitted. If you accept this quotation or bid after this time period Ahern will adjust the quotation or bid to ensure that it contains the most recent steel or aluminum pricing due to significant market fluctuations. The quotation will not be valid until such adjustment is agreed upon by the parties. In no event shall any quotation or bid be valid for more than thirty (30) days from the date of issue listed on the cover page of the quotation or the date the bid was submitted unless explicitly consented to by Ahern in writing.

4. This Agreement including the attached Terms and Conditions is an offer or counter-offer by Ahern to sell the goods and/or services herein described to the Customer to which it is addressed, not a confirmation or acceptance of any offer to purchase, and acceptance of this offer is expressly made conditional on assent to these Terms and Conditions of Sale and the other provisions contained in this Agreement. Ahern hereby objects to any additional or different terms contained in any purchase order, request for proposal, order confirmation or other forms, or in any other

communication previously or hereafter provided by Customer to Ahern. No additional or different terms or conditions will be of any force or effect. This Agreement may only be modified by written amendment, executed by Ahern.

TERM:

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

EXTENDED INTERVAL TESTING:

6. The following items are to be performed at extended intervals as required by code. Ahern will quote and perform these items as an extra to the inspection price, upon written approval by the Customer:
 - a. Sensitivity testing of smoke detectors.

COST OF INSPECTION AND PAYMENT:

7. The costs for inspection and maintenance shall be as listed in the quotation attached herein. This may be increased by Ahern as to any renewal term provided notice of the revised price shall be given not less than forty-five (45) days prior to the expiration of the then current term.
8. Ahern reserves the right to invoice if the Customer cancels a scheduled inspection with less than one business days' notice and Ahern does not succeed in scheduling alternate service work.

REPORT OF INSPECTION:

9. Notice of this agreement and copies of all Reports of Inspection and/or test will be forwarded to the Customer.

CLARIFICATIONS:

1. **Owner Assistance:** This quotation is based upon having the assistance of Customer personnel during the alarm testing. It is the Customer's responsibility to silence/disable the building fire alarm and contact any company or entity which receives alarm signals and/or provide Ahern with the proper pass code needed to silence alarms.
2. **Additional Requirements:** No allowance has been made for any inspection items in excess of those detailed above which may be requested by any particular insurance agency/underwriter or other Authority Having Jurisdiction.
3. **Additional Services:** All lump sum and unit prices only include labor costs to perform inspections and testing. All additional services or repairs will be charged as an extra on a Time & Material basis.
4. **Emergency Response Fees:** Ahern cannot be responsible for any costs or fees assessed by local fire departments or municipalities resulting from unintended emergency calls or signals.
5. **Access:** The Customer will provide convenient and efficient access to all devices in the building or buildings where test & inspection services will be performed. Price is based on unrestricted access to all areas during inspection and testing.
6. **Private Areas:** Ahern will perform full visual inspections of all public areas and representative sections per floor in the living units, which are available at the time of the inspection.]
7. **Lift Equipment:** Customer to supply man lift equipment.
8. Customer shall provide drawings and/or previous inspection reports at the time of the first inspection at no charge to Ahern.

In the event of any conflicts between these Notes and Clarifications and the General Terms and Conditions, the General Terms and Conditions shall govern.

NOTES AND CLARIFICATIONS
Inspection and Testing Agreement

Section VI. Item #12.

9. Detector Locations: This proposal is based on Ahern receiving a plan or list showing the quantities and locations of all detectors for the fire alarm system at no cost to Ahern.
10. Device testing: During the testing there will be audible devices active in the facility. It is the Customer's responsibility to notify the appropriate parties.
11. Smoke Detectors: Smoke detectors will be sensitivity tested at the rate of 100% per every other year via the panel of software or sensitivity testing equipment. Smoke detector cleaning will be performed on an as needed basis during normal inspection and will be at the discretion of Ahern.
12. Monitoring: The inspection price contained in the attached quotation does not include annual monitoring. Monitoring may require additional charges if additional equipment or technical time may be required for programming and commissioning. This will be quoted as time and materials separate from this inspection proposal. Monitoring information must be provided to the technician before installation. Price does **not** include the installation of the two (2) phone lines required for central station monitoring.
13. This Agreement does not include any changes to the system software or firmware.

In the event of any conflicts between these Notes and Clarifications and the General Terms and Conditions, the General Terms and Conditions shall govern.

1. ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

2. PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

3. PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

4. PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

5. DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

6. EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring

is required, Purchaser shall pay for as extra to the additional work involved at Seller's prices for such work.

Section VI. Item #12.

7. SITE FACILITIES Purchaser shall furnish adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

8. STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

9. CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

10. REPORTS When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.**

11. ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

12. EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of

installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

13. MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

14. SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

15. WAIVER. Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

16. ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

17. CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional

work approved in the manner herein described, and Seller's performance so as to avoid delays, then the estimate of the Department as to the value of the work shall be deemed the estimate of the Purchaser.

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18. LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

19. INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

22. OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

23. INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED

CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

26. SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

27. HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

28. WASTE MANAGEMENT If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser

shall: (a) be responsible for providing to Seller all profile sheets, laboratory analyses, samples, and other information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste.

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Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

29. OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

30. LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

31. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 3/20/24



PROPOSAL

Dodgeville Municipal Building **HVAC PMA**

Prepared for Barry Hottmann
November 6th, 2025

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3821 Anderson Road
DeForest, WI 53532
main 608.216.0283
jfafern.com

November 6th, 2025

Barry Hottmann
Dodgeville Municipal Building
410 E Leffler St
Dodgeville WI 53533
Phone: 608-319-6770
Email: barry.hottmann@dodgevillewi.gov

RE: HVAC Planned Maintenance Agreement # 575270

Dear Barry:

J. F. Ahern Co. ("Ahern") is pleased to present its proposal for the necessary preventive maintenance for the heating, air conditioning, and ventilation equipment at the following location:

Dodgeville Municipal Building – 410 Leffler St Dodgeville WI 53533

This proposal incorporates the following components:

- ☒ Scope of Work, Equipment and Schedule Covered Under This Agreement
- ☒ Material Covered Under This Agreement
- ☒ Notes and Clarifications
- ☒ Ahern's General Terms & Conditions
- ☒ Sample Tasking

MAJOR SERVICE

- ☐ The total price for **2025-2026** is:
Dollars\$10,300.00
- ☐ The total price for **2026-2027** is:
Dollars\$10,500.00
- ☐ The total price for **2027-2028** is:
Dollars\$10,600.00

This Agreement shall begin **December 1, 2025** for a period of up to three (3) years ending on **December 1, 2028**. A renewal of this Agreement will be sent thirty (30) days in advance of end date.

The above-described work will be billed **annually** in advance

This proposal, including the scope of work and general terms and conditions attached hereto constitutes the contract between the parties until and unless it is replaced by a subsequent document executed by both parties.



SCOPE OF WORK

Dodgeville Municipal Building

HVAC PMA

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The price set forth in this document has been calculated and determined without any contingency for tariff impacts. Because of uncertainty regarding the implementation, timing and impacts of tariffs, no valid means exist by which the likely effects of tariffs currently can be reasonably assessed. This document is submitted assuming that any tariff impact upon the proposed price will entitle Ahern to a commensurate equitable adjustment to the price to account for any such increased costs. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or relate to government-imposed measures, government prohibitions, port or customs delays, or other industrial disturbances, shortages of goods, and other like events resulting from tariffs. If this document contains materials subject to tariffs imposed after the quotation or proposal date, the price shall be adjusted to reflect the actual increase in costs directly attributable to such tariff, duty, or surcharge. Ahern shall provide reasonable documentation evidencing the increased costs.

If these terms are found to be acceptable, please indicate by signing this Agreement and returning it to our office at rpence@jfahern.com.

Sincerely,

Ryan Pence

Ryan Pence
Mechanical Service Sales Representative

Phone: 608-852-9034

Email: rpence@jfahern.com

Customer Authorized Representative Signature & Date

Printed Name & Title

This proposal including the notes and clarifications as well as the general terms and conditions attached hereto constitutes the contract between the parties until and unless it is replaced by a separate document executed by the parties.

99%

Last year, 99% of client survey responders reported they would **work with us again.**

SCOPE OF WORK

Dodgeville Municipal Building
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MAJOR SERVICE

Ahern will provide services so that the customer's listed equipment receives a minimum of one comprehensive annual inspection each year. The major inspection is an in-depth diagnostic review of the equipment being tested. The purpose for this inspection is to identify potential failure points, ensure maximum energy efficiencies, help to prolong equipment life and improve environmental comfort and / or minimize production down time. Annual inspection tasks include, but are not limited to, those on the attached schedule(s). Deficiencies found during these inspections will be documented and presented to the customer.

Condenser Coil Cleaning: Ahern will provide **twice a year condenser chemical coil cleaning**. This will involve washing and rinsing coils to remove air borne debris. Ahern will provide condenser coil cleaner.

Filter Changing: Ahern will provide **Four times a year filter changing**. This will involve removing and replacing filters. Ahern will provide filters.

Belt Replacement: Ahern will provide **a one-time-a-year belt replacement**. This will involve removing and replacing any belt on equipment listed in the Agreement. Ahern will provide belts.

SCOPE OF WORK, EQUIPMENT & SCHEDULE COVERED UNDER THIS AGREEMENT

Dodgeville Municipal Building 410 E Leffler St Dodgeville WI 53533				Service Delivery Schedule MJ -Major PM C -Clean Condensor Coil MN -Minor PM B -Belt Change FN -Functional PM F -Filter Change			
Qty	Unit #	Equipment Description	Location	Spring	Summer	Fall	Winter
1	1	Boiler 1	Upstairs Mechanical room	FN	FN	MJ	FN
1	2	Boiler 2	Upstairs Mechanical room	FN	FN	MJ	FN
1	3	Boiler 3	Upstairs Mechanical room	FN	FN	MJ	FN
1	4	HW unit heater 1	Upstairs Mechanical room	FN		FN	FN
1	5	HW unit heater 2	Upstairs Mechanical room	FN		FN	FN
1	6	HWP-1	Upstairs Mechanical room	FN	FN	FN	FN
1	7	HWP-2	Upstairs Mechanical room	FN	FN	FN	FN
1	8	AHU-1	Upstairs Mechanical room	MJ,B,F	FN,F	MN,F	FN,F
1	9	AHU-2	Upstairs Mechanical room	MJ,B,F	FN,F	MN,F	FN,F
1	10	Exhaust Fan/new bathrooms	Upstairs Mechanical room	FN	FN	FN	FN
1	11	AHU-3	Upstairs Mechanical room	MJ,B,F	FN,F	MN,F	FN,F
1	12	Exhaust Fan (EF2)	Upstairs Mechanical room	FN	FN	FN	FN
1	13	Condenser 3 (Library)	Roof	MJ,C	FN,C	FN	
1	14	Condenser 1-1 (West offices)	Roof	MJ,C	FN,C	FN	
1	15	Condenser 1-2 (West offices)	Roof	MJ,C	FN,C	FN	
1	16	Condenser 2 (east offices)	Roof	MJ,C	FN,C	FN	
1	17	Fan (RH-1)	Roof	FN	FN	FN	FN
1	18	RTU	Roof	MJ,C,F	FN,C,F	MN,F	FN,F

SCOPE OF WORK

Dodgeville Municipal Building

HVAC PMA

Section VI. Item #13.



General Items

- Inspect unit casing, secure unit panels and inspect roof curb flashing
- Check for Emergency Stickers, add if necessary
- Make sure power to unit is turned on and is operational
- Visual Inspection with Checks:(if applicable)
- Inspect filters: Replace if applicable
- Inspect & Lubricate outside and return air dampers
- Clean Up Area

Blower & Blower Motors

- Inspect & Lubricate motor and fan bearings
- Inspect belts for excessive wear / proper tension
- Inspect pulley/sheaves for alignment and wear
- Inspect fan blades / blower wheels for vibration, cracks, alignment, rotation & excessive noise
- Inspect motor contactors
- Inspect & tighten electrical connections, contactors & relays
- Measure & Record Blower Motor Volts
- Measure & Record Blower Motor Amps

Cooling Items

- Check for refrigerant and oil leaks
- Check for gas leaks at the unit
- Check operating controls
- Check safety controls at High pressure, low pressure & oil pressure
- Inspect evaporator coil, recommend cleaning, if required
- Check condensate pan & P-trap(s) for proper drainage
- Inspect contactors/tighten electrical connections
- Check operation of crankcase heater(s)
- Check pump down cycle
- Check hot gas bypass valve
- Check sight glass for proper system charge
- Check condenser fan motor bearings & blades, lube if necessary
- Check condenser fan brackets for fatigue or cracks
- Check condenser coil
- Check low ambient control/enthalpy control
- Check economizer operation
- Check operation of unloaders
- Measure & Record Discharge Pressure
- Calculate & Record Sub-Cooling
- Measure & Record Suction Pressure
- Calculate & Record Superheat

Heating Items

- Check gas train & components for gas leaks
- Check ignition system (spark igniter / Hot surface igniter)
- Clean pilot orifice
- Inspect electrode and flame rod
- Inspect burners & collector box
- Check fan & limit control switch
- Check venter motor
- Check combustion air damper and linkage
- Check operation of gas valve
- Check operation of flame safe guard relay
- Check operating controls
- Check economizer operation
- Check burner sequence of operation & verify smooth light off

All tasks for each unit will be recorded.

Deficiencies and recommendations to be reported to Dodgeville Municipal building director.

SCOPE OF WORK

Dodgeville Municipal Building

HVAC PMA

Section VI. Item #13.



NOTES AND CLARIFICATIONS

1. The customer will provide reasonable access to all areas and equipment, and will allow Ahern to stop and start equipment as may be necessary to fulfill the terms of the agreement.
2. All preventive maintenance tasks and non-emergency repair or replacement will be performed during normal working hours, 7:00 AM to 3:30 PM, Monday through Friday.
3. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated applicable to the price, sale or delivery or any products, services or work furnished hereunder or their use by Ahern on behalf of the customer, whether such as shall be local, state, or federal in nature. **This includes but is not limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional cost incurred for refrigerant tax and/or increased costs due to shortages.**
4. Payment for this Agreement will be made in advance of the period during which the service is provided and is due within thirty (30) days of receipt of invoice.
5. Although the testing and measurements are to be proactive to avoid potential failures, the equipment can experience post inspection failures due to uncontrolled conditions such as extreme weather, age of equipment and general mechanical failure.
6. Ahern reserves the right to modify the planned maintenance schedules due to factors beyond our control which include, but are not limited to weather, special customer scheduling requirements, equipment access, etc.
7. Ahern will not provide manlift since it is not needed.
8. Either party may terminate this Agreement for any reason by providing (30) thirty days prior written notice of termination upon payment of outstanding balances for work performed.
9. This proposal does not include sales tax and is valid for a period of 30 days.
10. When a repair is identified by the Ahern technician, customer facility personnel will then take responsibility or authorize Ahern to perform the repair. Repairs shall be handled separately from the maintenance inspection.
11. Material Price Increases: The price and schedule set forth in this proposal for the Scope of Work of Ahern ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this proposal, this proposal is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, unreliable supplier lead times, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on this adjustment will only apply to price changes in excess of five percent (5%).
12. If this proposal contains materials built with steel or aluminum, due to the volatility of prices from suppliers, this proposal is valid for ten (10) days from date of issue listed on the cover page of the proposal. If you accept this proposal after this time period Ahern will adjust the proposal to ensure that it contains the most recent steel or aluminum pricing due to significant market fluctuations. The proposal will not be valid until such adjustment is agreed upon by the parties. In no event shall any proposal be valid for more than thirty (30) days from the date of issue listed on the cover page of the proposal unless explicitly consented to by Ahern in writing.

"Ahern provided expertise, flexibility, and initiative through the construction and commissioning of the project. Ahern's scope expanded through the project because of their ability to provide solutions and respond quickly to needed changes."

Matt Johnson

Project Manager | Saint-Gobain Medical Filtration

WHY AHERN?

WHY AHERN?



EXPERIENCE & KNOWLEDGE

- Over 85% of Ahern's employees hold professional certifications.
- Ahern employs 15 licensed PEs, 3 LEED APs, 5 EITs, and over 120 NICET certified professionals.

ACCURATE BUDGETING & COSTS

- Ahern has preserved more than \$4.5M savings for customers on over \$135M of design/assist projects performed.
- Ahern's project costs have been within 2.6% of the original estimates for the last 5 years.



OUTSTANDING PERFORMANCE

- 96% of Ahern's clients were satisfied/very satisfied by our schedule compliance and responsiveness in 2024.
- In 2024, Ahern's Lost-Time Incident Rate (LTIR) was 87% below the industry average.



VAST RESOURCES

- Ahern is the largest employer of skilled mechanical tradesmen in Wisconsin with a companywide workforce of over 1,700 employees.
- Over the past five years, Ahern has invested over \$5 million in equipment innovations for our in-house shops.



29,600

Last year, we conducted
life safety inspections to
over 29,600 facilities.

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF SALE

1. ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

2. PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

3. PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

4. PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

5. DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

6. EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring

is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

7. SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

8. STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

9. CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

10. REPORTS When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.**

11. ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

12. EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the fac

the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER.** No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

13. MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

14. SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

15. WAIVER. Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

16. ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

17. CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or

decrease in the Contract price herein provided. The value shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

18. LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

19. INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written Notice of Dispute. Within fifteen days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Order, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. **EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION.** The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

22. OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

23. INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S

AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

26. SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

27. HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of

Purchaser. Seller shall not be responsible for the testing of such hazardous materials.

28. WASTE MANAGEMENT If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

29. OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

30. LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

31. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 3/20/24

Ley Memorial Pavilion Home to the

Ice Wolves Youth Hockey Association

WI Grilled Cheese Championship

Dodgeville Lions Antique Sale

Land's End Summer Concert Series

Upland Hills Health: Sip and Savor

Dodgeville Diamond Club: Baseball and Softball





Daniels Construction
919 Applegate Road
Madison, Wisconsin 53713
Phone: +16082714800

Project: 854 - Dodgeville Public Library
139 South Iowa St
Dodgeville, Wisconsin 53533

DRAFT

Prime Contract Potential Change Order #005: CE #007 - RFI #36 - New Sanitary Main in Basement

TO:	City of Dodgeville 100 E Fountain St Dodgeville, Wisconsin 53533	FROM:	Daniels Construction 919 Applegate Road Madison, Wisconsin 53713
PCO NUMBER/REVISION:	005 / 0	CONTRACT:	1 - Dodgeville Public Library
REQUEST RECEIVED FROM:		CREATED BY:	Jackie Hanson (Daniels Construction)
STATUS:	Draft	CREATED DATE:	12/1/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$16,325.94

POTENTIAL CHANGE ORDER TITLE: CE #007 - RFI #36 - New Sanitary Main in Basement

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #007 - RFI #36 - New Sanitary Main in Basement

ATTACHMENTS:

[DODGEVILLE CHANGE ORDER .docx](#) , [_P200 - PLUMBING FLOOR PLAN - UNDERGROUND.pdf](#) , [_Dodgeville Library Extra Work Sewer Lateral.pdf](#)

#	Budget Code	Description	Amount
1	02-4113.L Concrete Demolition.Labor	Additional Concrete Cutting & Patching	\$1,689.60
2	31-2316.S Excavation.Subcontract		\$8,500.00
3	22-0100.S Plumbing.Subcontract		\$4,150.00
4	03-0100.M Material Only.Material	Additional Concrete Cutting & Patching	\$825.00
Subtotal:			\$15,164.60
Material & Labor Mark-Up (15.00%):			\$377.19
Subcontractor Mark-Up (5.00%):			\$632.50
Bond Mark-Up (1.00%):			\$151.65
Grand Total:			\$16,325.94

Kim Workman (Hammel, Green & Abrahamson Inc.)
333 East Erie Street
Milwaukee, Wisconsin 53202

City of Dodgeville
100 E Fountain St
Dodgeville, Wisconsin 53533

Daniels Construction
919 Applegate Road
Madison, Wisconsin 53713

SIGNATURE DATE

Daniels Construction

SIGNATURE DATE

SIGNATURE DATE



RULE

Construction

Section VI. Item #15.

Mike Bisbach, Project Manager

3696 State Road 23, Dodgeville, WI 53533

Cell (608) 341-7313

Office: (608) 935-2701

December 1, 2025

PROPOSAL

Project: Dodgeville Library
Added Sewer Lateral
C/O: Dylan Wadzinski

Added Sewer Lateral

The following work is included in the quote and lump sum bid price.

- New 4" SDR 35 Sewer Lateral from sewer main to 5' outside building.
- Sawcutting pavement and curb and gutter
- Temporary patch (winter)
- Permanent patch in Spring when asphalt plants open.
- Curb and Gutter replacement in spring when weather permits.
- All removals and backfill.
- Traffic control.

LUMP SUM COST = \$8,500.00

NOTES:

1. No restriping included.
2. Road will be closed during construction.
3. Rock Excavation not included. If rock excavation is required rock excavation will be billed at \$100.00 per CY.
4. Owner shall obtain all permits as required.
5. Staking if required shall be completed by general contractor.
6. Quote is good for 30 days.

ACCEPTANCE

The above prices and specifications are acceptable.
You are authorized to do the work.

City of Dodgeville

By: _____

Title: _____ Date: _____

Please return signed quote to our office

Rule Construction, Ltd.

By: _____

Mike Bisbach

Title: Project Manager



CHANGE ORDER

DATE: 11/10/2025
 NAME DODGEVILLE LIBRARY
 LOCATION DODGEVILLE, WI

ROBERTS PLUMBING & HEATING HEREBY PROPOSE TO FURNISH ALL MATERIALS AND PERFORM ALL LABOR FOR PLUMBING STATED BELOW.

RUN NEW SANITARY MAIN IN BASEMENT PER THE DISCUSSION IN 11/12 MEETING.

- NEW SANITARY STUBBED 5 FEET OUTSIDE OF ADDITION FOR CONNECTION BY OTHERS
- SAW CUT AND PATCH BY OTHER
- 75 LINEFT OF 4 INCH SANITARY BUILDING DRAIN PIPING AND FLOOR CLEANOUTS PER CODE
-

Total \$4,150.00

IF YOU SHOULD HAVE ANY QUESTIONS OR CONCERNS REGARDING THE CONTENT OF THIS PROPOSAL, PLEASE FEEL FREE TO CONTACT ME AT **608-416-5646** or brad@robertsplumbing.us
 BRAD BRICKHAM, PRESIDENT

4430 ROBERTSON RD MADISON, 53714

The above proposal is only valid if signed and accepted within 30 days from the above date. We are hopeful that the information provided above is helpful to you in managing this project and will help to avoid misunderstandings or disputes. *As required by the Wisconsin Construction Lien Law, Robert's Plumbing & Heating*



Inc. hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. While we try to keep owners fully informed, we can't do that if any of the information is incorrect. If any of the above information is incorrect, please contact us at the above address or email.

-

DATE: _____ SIGNATURE _____

HGA

333 East Erie Street
Milwaukee, Wisconsin 53202
Telephone 414.278.8200

CIVIL ENGINEER

LANDSCAPE ARCHITECT

STRUCTURAL ENGINEER

MECHANICAL/ELECTRICAL/
PLUMBING ENGINEER

**DODGEVILLE
PUBLIC
LIBRARY -
RENOVATION**

139 S IOWA ST,
DODGEVILLE, WI. 53533

[illegible]

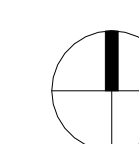
ISSUANCE HISTORY - THIS SHEET

HGA NO: 3757-004-00

PLUMBING FLOOR PLAN - UNDERGROUND

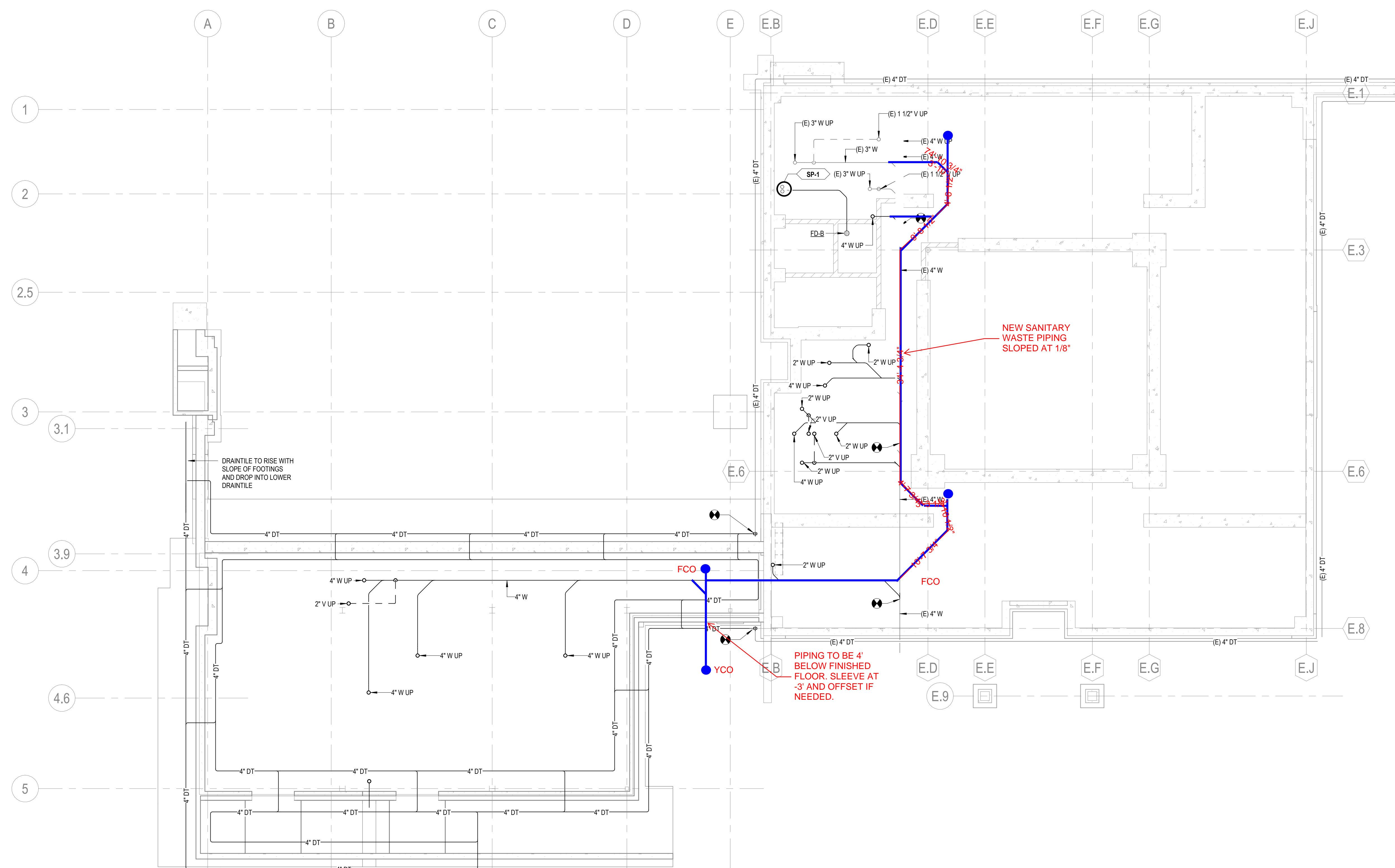
DATE: MARCH 21, 2025

CONSTRUCTION DOCUMENTS



P200

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Author 3/20/2025 3:35:13 PM Autodesk Docs://Dodgeville-Public-Library_3757-004-00/P24_Dodgeville Library_3757-004-00.rvt

Author

1 PLUMBING PLAN - UNDERGROUND
1/8" = 1'-0"