



PUBLIC NOTICE

Common Council Regular Meeting

Tuesday, May 07, 2024 at 5:30 PM

City Hall, 100 E Fountain St, Dodgeville, WI

AGENDA

I. CALL TO ORDER AND ROLL CALL

II. CONSENT AGENDA

- [1.](#) Approval of Minutes from April 16, 2024
- [2.](#) Approval of a Street Use Permit and fee waiver request for the American Legion Memorial Day parade on May 27, 2024.
- [3.](#) Approval of a Street Use Permit for the 2024 Farmer's Appreciation Day on July 14, 2024.
- [4.](#) Approval of a Street Use Permit for the Dodgeville Chamber of Commerce for the 2024 Town Square event July 12-29, 2024.
- [5.](#) Approval of a Street Use Permit for the Dodgeville Chamber of Commerce for the DodgeFest event on August 3-4, 2024
6. Approval of Claims from May 7, 2024

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

7. Ice Wolves Report & 2023-24 Season Recap
8. Police Department Update
9. Mayor Updates
- [10.](#) Clerk/Treasurer Updates
- [11.](#) Summer Hours

V. NEW BUSINESS

- [12.](#) Consideration of a request from the Dodgeville Historical Preservation Committee, who recently designated the Floyd School Building as a local historic structure, to have the structure given an overlaying zoning classification of H (Historic) where it now is located at 1301 N. Bequette St.
- [13.](#) Consideration to approve Assignment and Assumption of Developers Agreements made with Diamond Oaks, LLC for Phases II and III of Diamond Oaks Subdivision to Diamond Oaks Properties, LLC.
- [14.](#) Consideration of Resolution 2024-05: No Mow & Low Mow May

- [15.](#) Discussion and possible action to approve an agreement for an Employee Assistance Program with Family Services of Madison.
16. Consideration to add the "Pledge of Allegiance" as a standing item on Common Council agendas.
17. Discussion and possible action to pursue a contracted grant writer position for the City of Dodgeville.
18. Preliminary discussion regarding the creation of a new Tax Incremental District (TID).

VI. ADJOURN

19. Motion to Adjourn

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

**MINUTES****Common Council Regular Meeting****Tuesday, April 16, 2024 at 5:30 PM****City Hall, 100 E Fountain St, Dodgeville, WI****MINUTES****I. CALL TO ORDER AND ROLL CALL**

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

II. OATHS OF OFFICE & APPOINTMENTS

1. *Swearing in of Newly Elected Officials* - Mayor Hottman and Council members were sworn in by Clerk Aulik.
2. *Election of Council President* - Nomination by Reynolds-Lair, second by Sersch to elect Dan Meuer as Council President. No other nominations were made. Motion by Tremelling, second by Johnson to close the nominations and pass a unanimous vote to elect Dan Meuer as Council President. Voice vote. Motion carried 8-0
3. *2024-2025 Boards, Commissions & Committee Appointments* - Mayor Hottmann reviewed the committee and commission appointments. Motion by Meuer, second by DeVoss to approve the Council appointments.
4. *Swearing in of Chief of Police Wilhelm and Sergeant Blake Weier* - Clerk Aulik swore in Chief of Police Wilhelm and Sergeant Blake Weier.

III. CONSENT AGENDA

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

5. Approval of Minutes from April 3, 2024
6. Approval of a Temporary Class "B" License for the Dairyland Dare event on August 3, 2024
7. Approval of Claims from April 16, 2024
General - \$259,140.09, Water - \$306,254.31, Sewer - \$252,892.98 = \$818,287.38

IV. PUBLIC COMMENT

None.

V. REPORTS/RECOMMENDATIONS

8. Open Book: April 29th via phone 11 am -6 pm; Board of Review: May 20th 3-5 pm

VI. PUBLIC HEARING

- 9. *Review of proposed Future Land Use Map Amendment* for a parcel of land located South of the intersect of South Ellwood St and Orchard Ridge Rd. The proposed amendments would adjust land use boundaries to better reflect existing conditions and also to include planned residential uses within the property.
- 10. *Public Comment* - No public comment was heard.
- 11. *Motion to adjourn the Public Hearing.* Motion by Meuer, second by Reynolds to close the public hearing. Vice vote. Motion carried 8-0.

VII. NEW BUSINESS

- 12. *Discussion and possible action to approve Ordinance 2024-01: Adopting an Amendment to the Comprehensive Plan for the City of Dodgeville.* Motion by DeVoss, second by Johnson-Solberg to approve Ordinance 2024-01: Adopting an Amendment to the Comprehensive Plan for the City of Dodgeville. Voice vote. Motion carried 8-0.

- 13. *Consideration of a recommendation from Plan Commission to approve a rezone request from Victoria Stangel for a 1 acre portion of parcel 216-0080 located south of the intersection of Ellwood St and Orchard Ridge Rd. The request is to rezone the 1-acre lot from A-G (Agricultural) to R-1(1 & 2 Family Residential).* Motion by DeVoss, second by Tremelling to approve the rezone request for Victorial Stangel to rezone 1 acre of parcel 216-0080 to R-1. Voice vote. Motion carried 7-0 (1 abstention: Reynolds-Lair).

- 14. *Consideration of a request from the Fire Department for approval of door replacement and bay floor work.* Chief Whitehouse present bids for door and bay floor replacement. Motion by DeVoss, second by Johnson-Solberg to spend up to \$20K to replace 2 bay floors with Midwest Concrete. Roll call vote. Motion carried 8-0. Chief Whitehouse would like to use \$8,500 of budgeted carryover for door replacement. Motion by Meuer to approve the quote from Otter Creek for \$8,408 to complete two doors, second by Weber. Roll call vote. Motion carried 8-0.

- 15. *Consideration of a request from Public Works to extend the loader lease.* The current loader lease is up and DPW Lee presented a quote to extend the loader lease for 2 years with minimal cost different from the current lease. Motion by Weber, second by Johnson to extend the loader lease for 2 years. Roll call vote. Motion Carried 8-0.

16. *2024 Arbor Day Proclamation.* DPW Lee stated that the City will be planting trees on Oakham Lawn on April 26th and anyone is welcome to join. Mayor Hottmann proclaimed April 26, 2024 as Arbor Day in the City.
17. *Discussion and possible action to approve Resolution 2024-03: Designation of Public Depositories.* Motion by Johnson-Solberg, second by DeVoss to approve Resolution 2024-03: Designation of Public Depositories. Voice vote. Motion carried 8-0.
18. *Discussion and possible action of Resolution 2024-04: Designating Official Newspaper.* Motion by Reynolds-Lair, second by Tremelling to approve Resolution 2024-04: Designation of Official Newspaper. Voice vote. Motion carried 8-0.
19. *Consideration of a request from the Police Chief for pre-approval to purchase a police vehicle.* Chief Wilhelm has a budgeted vehicle that may arrive in August but would like to add an additional vehicle that could be used more for training and conferences since they are behind on their vehicle replacement schedule. There are carryover funds available. Motion by Tremelling, second by Meuer to approve the Police Chief purchasing an additional vehicle up to \$43K. Motion amended to approve the Police Chief purchasing an additional vehicle up to \$43K with Mayor approval. Roll call vote. Motion carried 8-0.
20. *Consideration of a recommendation from the Police & Fire Commission relating to Police Chief salary and benefits.* Motion by Meuer, second by Weber to approve set the Police Chief salary at the same rate as the outgoing police chief and with 20 years of service. Roll call vote. Motion carried 8-0.
21. *Discussion and possible action to fill the Lieutenant position at the Police Department.* Motion by Reynolds-Lair, second by Johnson to approve filling the Lieutenant position and approve the job description {as presented}. Voice vote. Motion carried 8-0.

VIII. CLOSED SESSION

22. *Consideration of adjourning to closed session pursuant to Wis. Stat. sec. 19.85(1)(e), which permits convening in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for consideration of a recommendation from the Police and Fire Commission on the salary range for a Police Lieutenant position.* Motion by Johnson-Solberg, second by Meuer to adjourn to

closed session pursuant to Wis Stat sec 19.85(1)(e) and to allow Chief Wilhelm and Attorney Hagen to remain. Roll call vote. Motion carried 8-0.

IX. OPEN SESSION

23. *Reconvene to Open Session.* Motion by Johnson, second by Reynolds-Lair to reconvene to open session. Voice vote. Motion carried 8-0.

24. *Any Action Needed as a Result of Closed Session.* Motion by Sersch, second by Reynolds-Lair to post the Lieutenant at \$75-85K. Voice vote motion carried 8-0.

X. ADJOURN

25. *Motion to Adjourn.* Motion by Weber, second by Johnson-Solberg to adjourn the meeting. Voice vote. Motion carried 8-0. Time: 6:28 pm

Applicant/Contact Name: DAVID E BELL, AMERICAN LEGION
Email: dgbell@ahca.net **Telephone:** 608 935 5090
Event Sponsor/Business: LOCAL VETERAN ORGANIZATIONS
Email: SAME **Telephone:** SAME

Event Information

Start date: 27 MAY 10AM **Time:** 10AM **End Date:** 27 MAY **Time:** 1115 AM
Include set-up and tear-down/clean-up time (48 hour notice required if event time changes or is cancelled, if notice is NOT given, costs will be assessed for employee time).

Description of street(s) proposed to be used. Please provide a map with your application.
Division to Iowa — MAP ATTACHED
End on Chapel

Street Barricades: Barricades are requested for the following locations:

- 1 @ Chapel and Main
- 1 BY MONITOR
- 1 BY KWIK TRIP S
- 1 Squad @ Chapel
- Chief + Sheriff lead Parade / 1 Squad @ Division
- AD Barricades @ Merrimac/Iowa + Chapel/Iowa AFTER PARADE

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

Estimated number of persons in attendance: 200+
Certificate of Insurance may be required, if attendance exceeds 50 - an additional officer maybe required at applicants expense.

General Event Type:

- Parade Block Party Sports Event Other (describe)

State and/or County Approval Required? (for events involving using/crossing state or county trunk highways)
 Yes No

State and/or County Approval Obtained?

Yes No

Use of Street(s): *(include a detailed description of all activities such as vending, music, selling of food or alcohol beverages, location and use of tents, stages, or other equipment, and attach a detailed plan for clean-up after the event, steps to be taken to prevent vehicular traffic from going through the area, and steps that will be done to ensure the security of not allowing underage people in the fenced area, if alcohol is to be served):*

See attached letter.

If using recording or sound amplification equipment please describe:

MIC + SPEAKER

Designate any public facilities or equipment to be used: *(additional costs may be incurred):*

N/A

Has notification to all residences and businesses that may be impacted in the area been given?

Yes No DATE: _____

Check method used:

Publication Flyers Phone Personal visit

Other (explain) _____

I certify that I have read and understand the City of Dodgeville Ordinance #1296 An Ordinance To Require Street Use Permits, and agree to adhere to all of the rules and requirements outlined in the Ordinance and that all information provided on this application is true and correct.

David E. Belf

Signature

25 APRIL 2024

Date

CITY OF DODGEVILLE

INDEMNIFICATION / HOLD HARMLESS

I/We, VETERAN ORGANIZATION sponsor(s) and/or co-sponsors
of (name/organization)

MEMORIAL DAY REMEMBERAIZE
(name of event)

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

David E. Bell
Responsible officer, event sponsor/co-sponsor

27 APRIL 2024
Date

Responsible officer, event sponsor/co-sponsor

Date

April 19, 2024
Chief of Police—Wilhelm.

The local veteran organizations, American Legion and The Veterans of Foreign Wars, would like to request a parade approval. We are requesting May 27, 2024. We plan on starting at 10:00 and the program should be done by 11:15. We would like to start in the area of the old McGinley Funeral Home, go East on Division to Iowa Street. Then go North on Iowa to Chapel ending at the Courthouse Memorial. The parade will include the middle and high school bands along with the local scouting programs. I am presently unsure if there will be any other people requesting to be in the parade. We would like to have the street in front of the Courthouse Memorial be closed during the ceremony if possible.

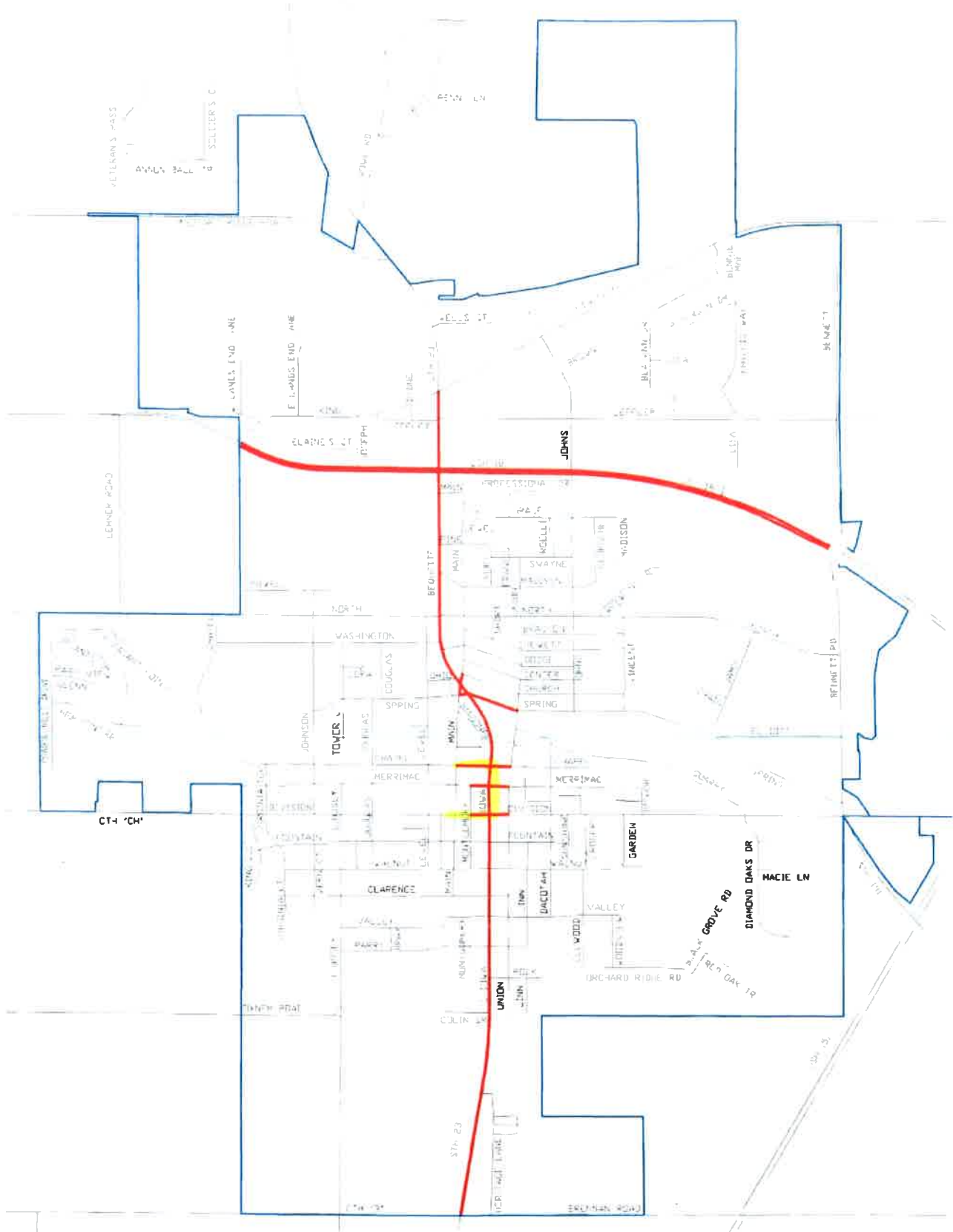
If any further information is needed or to let me know of approval or denial I can be reached at the following: 608 North Level Street, Phone 935-5090. I can also be reached on my cell phone 574-3265.

Thank you.



David E. Bell, Commander
American Legion, Gomer Lewis Post 97

NO ATV ROUTES



Applicant/Contact Name: Kayla Sazama

Email: kaylaanderson6462@gmail.com **Telephone:** (608) 574-6462

Event Sponsor/Business: Farmers Appreciation Day

Email: farmersappreciationday@gmail.com **Telephone:** (608) 574-6462

Event Information

Start date: 07/14/2024 **Time:** 10:30 am **End Date:** 07/14/2024 **Time:** 2:30 pm

Include set-up and tear-down/clean-up time (48 hour notice required if event time changes or is cancelled, if notice is NOT given, costs will be assessed for employee time).

Description of street(s) proposed to be used. Please provide a map with your application.
See Map

Street Barricades: Barricades are requested for the following locations:
See Map. Requesting barricades along parade route and to keep vehicles off the entire block around the courthouse parking lot.

No Parking Signs needed- Entire block around courthouse, W Valley to S Montgomery, W Clarence to Lindsey, S Lindsey to the corners of Valley & Walnut (one side of the road only to allow for heavy equipment to move freely), W Walnut to S Main, E Walnut to S Linn, Parade Route

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

Estimated number of persons in attendance: 1,000

Certificate of Insurance may be required, if attendance exceeds 50 - an additional officer may be required at applicants expense.

General Event Type:

- Parade Block Party Sports Event Other (describe)

State and/or County Approval Required? (for events involving using/crossing state or county trunk highways)

- Yes No

State and/or County Approval Obtained?

Yes No

Use of Street(s): *(include a detailed description of all activities such as vending, music, selling of food or alcohol beverages, location and use of tents, stages, or other equipment, and attach a detailed plan for clean-up after the event, steps to be taken to prevent vehicular traffic from going through the area, and steps that will be done to ensure the security of not allowing underage people in the fenced area, if alcohol is to be served):*

- Event with music, food, etc after the parade.
- pedal tractor pull on W. Merrimac
- parade on N Iowa, Diagonal, N Main, W Spring
- parade line up on W&E Walnut, W Clarence, W Valley

If using recording or sound amplification equipment please describe:

Announcer for parade at the front of the courthouse. Usually brings own sound system.

Designate any public facilities or equipment to be used: (additional costs may be incurred):

park picnic tables

Has notification to all residences and businesses that may be impacted in the area been given?


Yes No DATE: _____

Check method used:

Publication Flyers Phone Personal visit

Other (explain) I usually call Piggly Wiggly to make aware, otherwise social media or newspaper

I certify that I have read and understand the City of Dodgeville Ordinance #1296 An Ordinance To Require Street Use Permits, and agree to adhere to all of the rules and requirements outlined in the Ordinance and that all information provided on this application is true and correct.

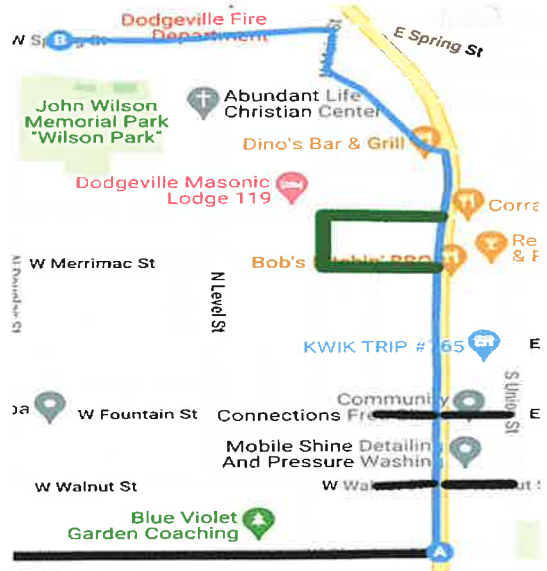
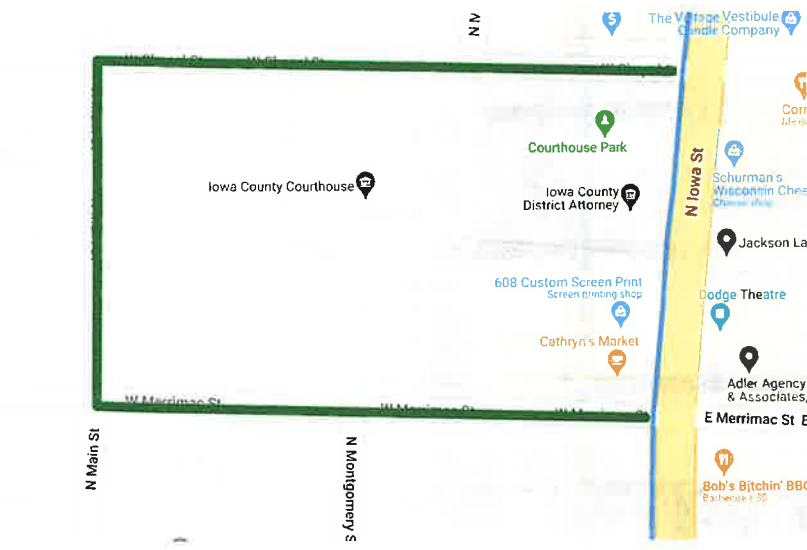
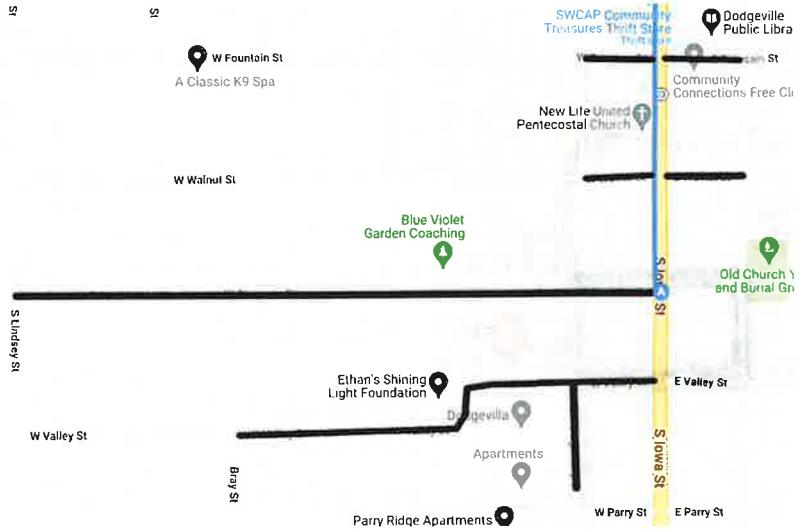

Signature

04/18/2024
Date

Blue- Parade Route (N Iowa, Diagonal, N Main, W Spring)

Green-Lunch Event (W Chapel, N Main, W Merrimac)

Black- Parade line up streets (W&E Fountain, W&E Walnut, W Clarence, W Valley, S Montgomery)





CITY OF DODGEVILLE

INDEMNIFICATION / HOLD HARMLESS

I/We, Farmers Appreciation Day Committee, sponsor(s) and/or co-sponsors
of (name/organization)

Farmers Appreciation Day
(name of event)

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



Responsible officer, event sponsor/co-sponsor

04/19/2024
Date

Responsible officer, event sponsor/co-sponsor

Date

Applicant/Contact Name: Dodgeville Chamber / Jenna Vondra
Email: depot@mhtc.net **Telephone:** 608-935-9200
Event Sponsor/Business: Town Square / Dodgeville Chamber
Email: _____ **Telephone:** _____

Event Information

Start date: 7/12/2024 **Time:** 7:00 AM **End Date:** 7/29/2024 **Time:** 8/9 AM
Include set-up and tear-down/clean-up time (48 hour notice required if event time changes or is cancelled, if notice is NOT given, costs will be assessed for employee time).

Description of street(s) proposed to be used. Please provide a map with your application.
E Merrimac street between N. Iowa St & N Union St.

Street Barricades: Barricades are requested for the following locations:
E. Merrimac & N. Iowa St

E. Merrimac & N Union St

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

Estimated number of persons in attendance: 100+
Certificate of Insurance may be required, if attendance exceeds 50 - an additional officer maybe required at applicants expense.

General Event Type:

- Parade Block Party Sports Event Other (describe)

State and/or County Approval Required? (for events involving using/crossing state or county trunk highways)

- Yes No

State and/or County Approval Obtained?

Yes No

Use of Street(s): *(include a detailed description of all activities such as vending, music, selling of food or alcohol beverages, location and use of tents, stages, or other equipment, and attach a detailed plan for clean-up after the event, steps to be taken to prevent vehicular traffic from going through the area, and steps that will be done to ensure the security of not allowing underage people in the fenced area, if alcohol is to be served):*

If using recording or sound amplification equipment please describe:

Stage for live music

Designate any public facilities or equipment to be used: *(additional costs may be incurred):*

0

Has notification to all residences and businesses that may be impacted in the area been given?

Yes No

DATE: ETA - June 4th

Check method used:

Publication Flyers Phone Personal visit

Other (explain) social media / Annual Event

I certify that I have read and understand the City of Dodgeville Ordinance #1296 An Ordinance To Require Street Use Permits, and agree to adhere to all of the rules and requirements outlined in the Ordinance and that all information provided on this application is true and correct.

Jenna Vardan
Signature

4/10/2024
Date

CITY OF DODGEVILLE

INDEMNIFICATION / HOLD HARMLESS

I/We, Dodgeville chamber, sponsor(s) and/or co-sponsors
of (name/organization)

Town Square
(name of event)

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

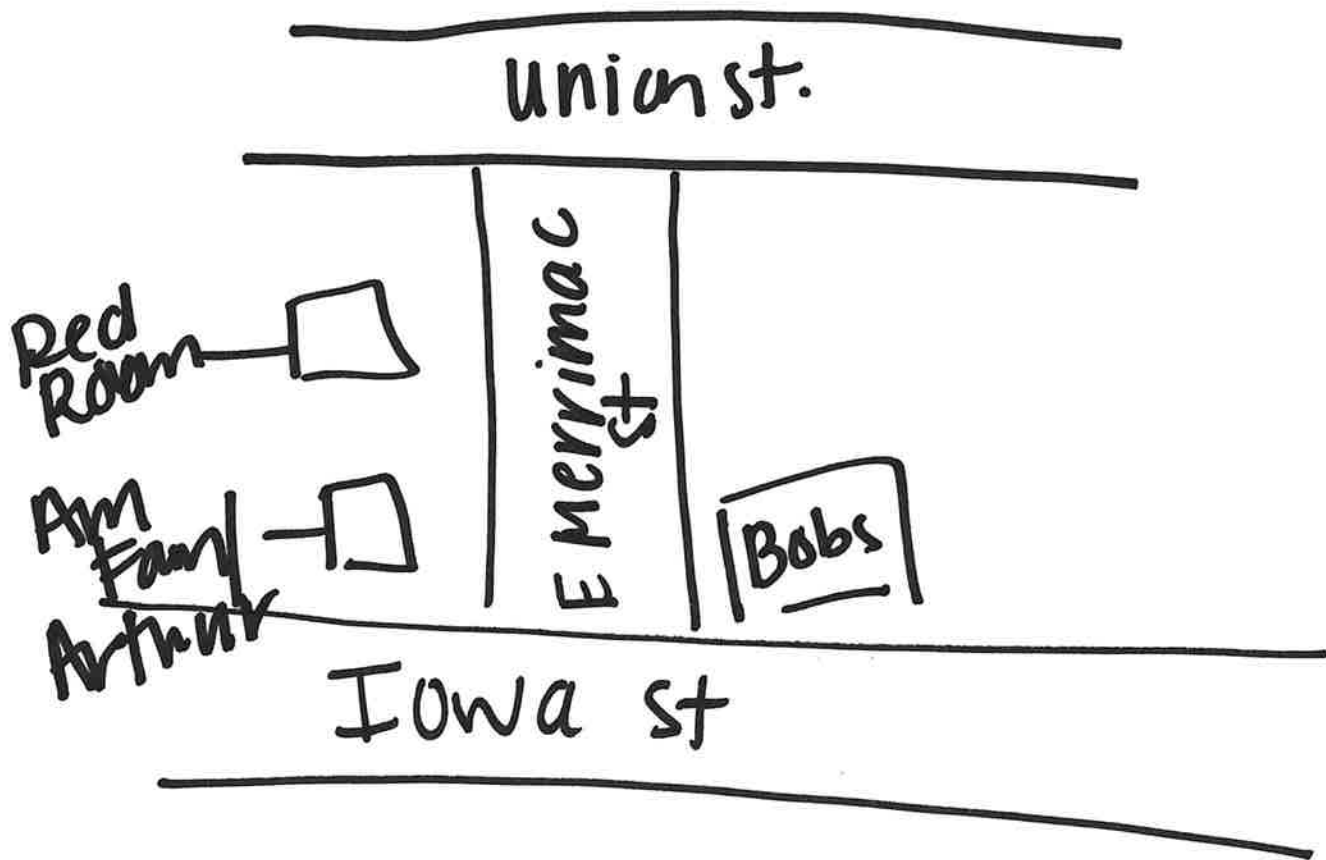
Jenna Vanden
Responsible officer, event sponsor/co-sponsor

4/10/2024
Date

Responsible officer, event sponsor/co-sponsor

Date

Town Square



* close Emerick St from N Iowa St to N. Union St.

Applicant/Contact Name: Jenna Vondra

Email: depot@mhtc.net

Telephone: 608-935-9200

Event Sponsor/Business: Dodgeville Chamber

Email: _____

Telephone: _____

Event Information

Start date: 8/3/2024 **Time:** 7:00 AM **End Date:** 8/4/2024 **Time:** 12:00 AM

Include set-up and tear-down/clean-up time (48 hour notice required if event time changes or is cancelled, if notice is NOT given, costs will be assessed for employee time).

Description of street(s) proposed to be used. Please provide a map with your application.

W Merrimac Street from Iowa St to N Main St.
N Main to W Chapel St, W Chapel St to N Iowa St

Street Barricades: Barricades are requested for the following locations:

Corner of W Merrimac & N Main St.
Corner of W Chapel St & N Main St.
W Chapel & N Iowa St
W Merrimac & N Iowa St

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

Estimated number of persons in attendance: 1000+

Certificate of Insurance may be required, if attendance exceeds 50 - an additional officer maybe required at applicants expense.

General Event Type:

- Parade Block Party Sports Event Other (describe)

State and/or County Approval Required? (for events involving using/crossing state or county trunk highways)

- Yes No

State and/or County Approval Obtained?

Yes No

Use of Street(s): (include a detailed description of all activities such as vending, music, selling of food or alcohol beverages, location and use of tents, stages, or other equipment, and attach a detailed plan for clean-up after the event, steps to be taken to prevent vehicular traffic from going through the area, and steps that will be done to ensure the security of not allowing underage people in the fenced area, if alcohol is to be served):

If using recording or sound amplification equipment please describe:

Stage for live bands

Designate any public facilities or equipment to be used: (additional costs may be incurred):

Ø

Has notification to all residences and businesses that may be impacted in the area been given?

Yes No

DATE: June 1st ETA

Check method used: Publication Flyers Phone Personal visit

Other (explain) social media / Radio / Annual Event

I certify that I have read and understand the City of Dodgeville Ordinance #1296 An Ordinance To Require Street Use Permits, and agree to adhere to all of the rules and requirements outlined in the Ordinance and that all information provided on this application is true and correct.

Jenna Vonder
Signature

4/10/2024
Date

CITY OF DODGEVILLE

INDEMNIFICATION / HOLD HARMLESS

I/We, Dodgeville Chamber sponsor(s) and/or co-sponsors
of (name/organization)

Dodge Fest
(name of event)

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

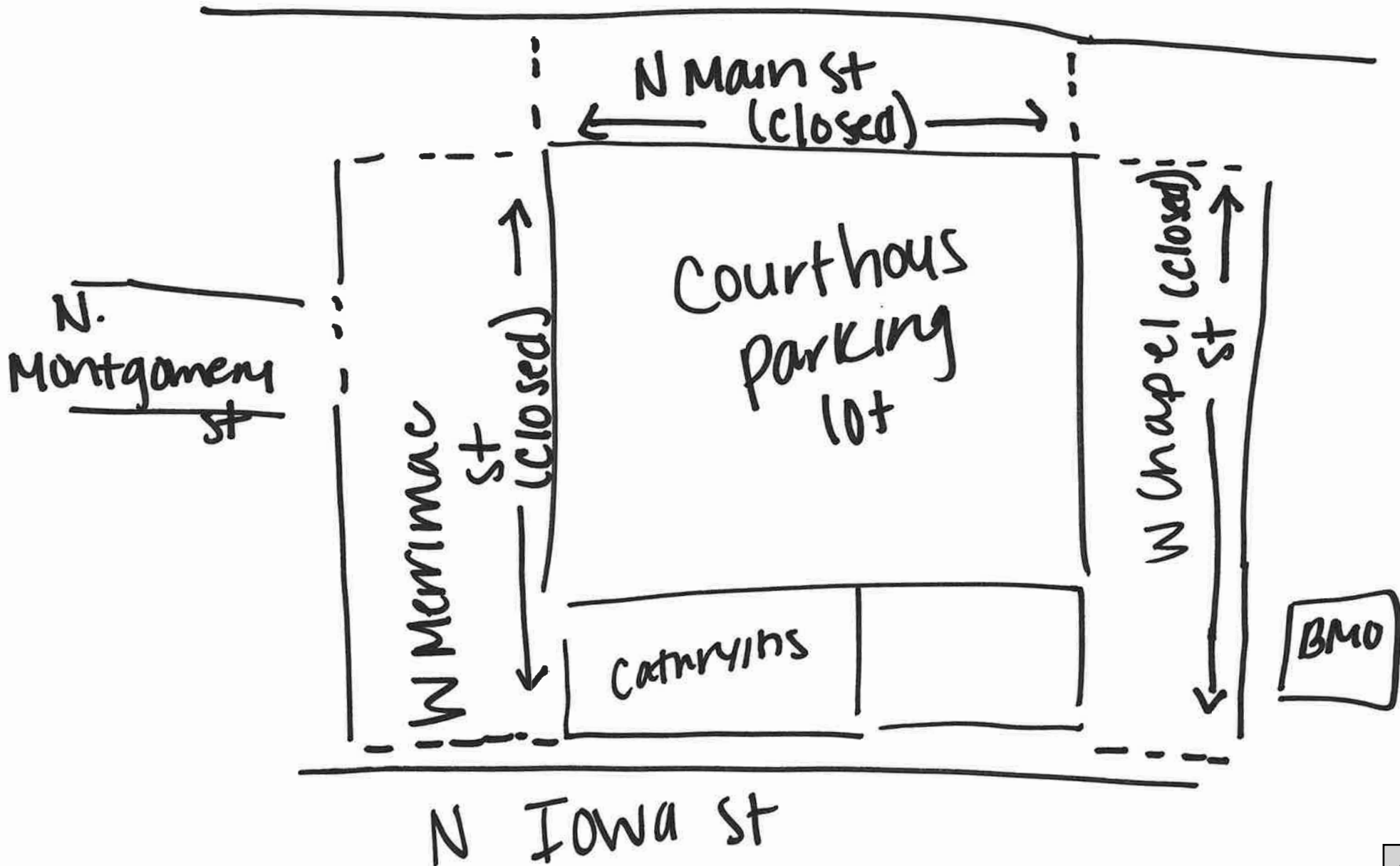
Jenna Vander
Responsible officer, event sponsor/co-sponsor

4/10/2024
Date

Responsible officer, event sponsor/co-sponsor

Date

DodgeFest





City of Dodgeville
Lauree Aulik

2023 Dividend

Greetings!

I'm pleased to announce that the Board of Directors has declared a dividend for 2023 in the amount of \$1,500,000 for our 504 policyholders. Since 2006, League Insurance has paid dividends in excess of \$31,750,000 to our policyholders!

Your municipality's 2023 dividend payment is **\$8,833** which should be helpful in the current economic environment as everyone struggles with inflation and levy limits. Including this 2023 dividend, over the past 18 years, League Insurance has returned **\$177,580** to your municipality.

Half of the dividend is based on member pro rata premiums earned from January 1, 2019, through December 31, 2023. The remaining half is based on your claim experience for the same period of time.

We are able to pay dividends because claims experience was better than expected by the actuaries and operations continue to run in an efficient manner. Even after paying \$1,500,000 to members, our policyholder surplus remains in excess of \$53,000,000, allowing us to provide a strong and stable insurance program.

And we offer more than just insurance! Be sure to utilize the:

- **Annual Policyholders Conference** – *Conference registration & hotel are free*
- **Safety Equipment Grant** – *Equal to 2% of your work comp premium - \$500 minimum grant*
- **Lexipol Public Safety Policy Grant** – *Up to \$2,500 reimbursement that enhances compliance, professionalism, & transparency in police & fire*
- **Human Resources Legal Services** – *No cost services for employment law, job descriptions, policies, workplace training, compliance issues, workplace investigations, & more*
- **Pre-Loss Legal Services** – *No cost services for land use issues, conflicts of interest, tax assessments, contracts, & more*
- **Ready Rebound Injury Management Program** – *Gain immediate access to high-quality care for injured employees*
- **Employee Online Training Center** – *Courses include defensive driving, workplace bullying, drug/alcohol awareness, back injuries, computer security, & more*
- And many other programs and resources specifically tailored for municipalities.

On behalf of the Board of Directors, thank you for being a League Insurance policyholder and please contact me if you have any questions.

Kathy Morse, Board President
April 2024

cc: Ryan Burns, Baer Insurance Services



OFFICE of the GOVERNOR

Proclamation

WHEREAS; professional municipal clerks play a critically important role in local government and election administration, which are critical to the prosperity of the state and the endurance of democracy; and

WHEREAS; Wisconsin's 1,850 professional municipal clerks and 72 county clerks strive to always be impartial in handling their official duties, guided by the overarching goal of providing fair treatment to all Wisconsinites, regardless of background, identity, or political affiliation; and

WHEREAS; among numerous vital responsibilities, professional municipal clerks serve as the official record keepers of their respective municipalities and are tasked with ensuring transparency and communication between the governing bodies they represent and the people they serve; and

WHEREAS; professional municipal clerks also provide essential support in the administration of elections, often preparing ballots, training election officials, and tabulating and certifying election results, and work to improve the administration of their responsibilities through partnerships, collaboration, and participation in education programs, workshops, and conferences; and

WHEREAS; while election administration is never an easy responsibility, professional municipal clerks have faced immense, unprecedented challenges in recent years having to combat continued, unsubstantiated efforts to undermine the safety, integrity, and character of Wisconsin's elections and election administrators; and

WHEREAS; in the face of these challenges, professional municipal clerks continue to display courage, flexibility, resilience, and dedication to their responsibilities and free, fair elections; and

WHEREAS; this week, the state of Wisconsin joins all Wisconsinites in recognizing and thanking professional municipal clerks for the important work they do for communities across the state;

NOW, THEREFORE, I, Tony Evers, Governor of the State of Wisconsin, do hereby proclaim May 5 – 11, 2024, as

PROFESSIONAL MUNICIPAL CLERKS APPRECIATION WEEK

throughout the State of Wisconsin, and I commend this observance to all our state's residents.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Wisconsin to be affixed. Done at the Capitol in the City of Madison this 26th day of April 2024.

Tony Evers
TONY EVERS
GOVERNOR



By the Governor:

Sarah Godlewski
SARAH GODLEWSKI
Secretary of State

SUMMER HOURS

- Beginning the 1st full week following Memorial Day (June 3, 2024)
- Ending the last full week preceding Labor Day (August 30, 2024)

CITY HALL (CLERK'S OFFICE) SUMMER HOURS

Office Hours: Monday through Thursday: 7 AM – 4:30 PM
Friday: 7 AM – NOON

POLICE DEPARTMENT (OFFICE ONLY) SUMMER HOURS

Office Hours: Monday through Thursday: 8:30 AM – 4:30 PM
Friday: 8 AM – NOON



February 21, 2024

John P. Hess
President
Iowa County Historical Society
1301 N Bequette Street
Dodgeville, WI 53533

RE: Approved Designation of the Floyd School: Local Historic Structure

Dear Mr. Hess:

The Dodgeville Historic Preservation Commission (HPC) has approved the request from the Iowa County Historical Society to designate the Floyd School as a local historic structure. The HPC met on February 13, 2024, and held a public hearing. The public hearing was held, and it noted that there were no comments or members of the public that spoke at the public hearing. The public hearing was closed and the HPC was called to order. A motion was made to vote on the designate and was approved by all members of the HPC.

The Floyd School, situated at 1301 N Bequette St and located on parcel 216-1074.3H all in the City of Dodgeville, WI, should be designated as a local historic structure in the City of Dodgeville. The Floyd School meets all the criteria listed in 16.A.03 Historic Structure Criteria.

Zoning of Historic Properties. Upon designation, the historic structure, historic site, or historic district shall be recommended for H or HD historic preservation zoning and shall be referred to the Plan Commission for hearing pursuant to sec. 17.30 of this Code. In the event of approval by the Council, such zoning designation shall be included on the official land use map. The H or HD zoning shall be in addition to the existing underlying land use zoning.

Sincerely,

Ann Fillback Watt
Chair, Dodgeville Historic Preservation Commission

IOWA COUNTY HISTORICAL SOCIETY

1301 NORTH BEQUETTE STREET, P.O. BOX 44
DODGEVILLE, WISCONSIN 53533-0044
PHONE: (608) 935-7694
EMAIL: ICHISTORY@MHTC.NET

January 31, 2024

Dodgeville Historic Preservation Commission
100 E. Fountain Street
Dodgeville, WI 53533

Attn: Ann Fillback Watt, Chairman

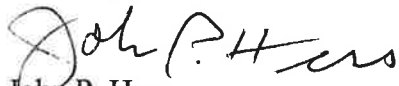
Dear Ann:

The Iowa County Historical Society is requesting that the Floyd School be designated as a historic structure with the Dodgeville Historic Preservation Commission.

According to 16.A.03 Historic Structure Criteria, the following verbiage reflects how the Floyd School meets the criteria. Also attached is a copy of the Historic Structure Report.

- a) The Floyd School is owned and operated by the Iowa County Historical Society. It has been restored to the status of a living memorial and authentic teaching aid for all of Iowa County in order to remember and honor the people and events of the past for their roles in shaping its history.
- b) One-room schools were established in Wisconsin around 1791 and continued to be used until the consolidation of rural school districts in the 1960's. Classes were taught at the Floyd School until it's closing in 1961.
- c) The Floyd School represents a typical one-room school. It is a wooden structure with two front doors, one to be used by boys and one for girls. There is an alcove for coats and hats separate from the main room.
- d) Although well built, no master builder, designer or architect is associated with the design of this school.
- e) Floyd School District No. 3 was formally organized in 1849. The school was named after Armstead Wortman Floyd (1804-1866), who chaired the first school district meeting. He was a prominent citizen who owned a large tract of land, and Floyd Road was named for him as well as the area known as the Floyd Settlement. He was also a mining partner with Governor Henry Dodge as well as a justice of the peace and a town supervisor.

Sincerely,



John P. Hess
President

Enc.

The Floyd School

This is a report on the planned move and restoration of the Floyd School. It will be moved from its present site at 4881 Floyd Road in the Town of Dodgeville, to a site at 1301 N. Bequette St in Dodgeville, which site is owned by the City of Dodgeville and is the location of the Iowa County Historical Society Museum. Approval to position the school east of the Museum has been received from the Dodgeville Parks Commission and the Dodgeville Design Review Committee.

The Floyd School is owned by the Iowa County Historical Society, and received as a donation from Curt and Donna Peterson. It will be restored to the status of a living memorial and authentic teaching aid for all of Iowa County in order to remember and honor the people and events of the past for their roles in shaping the present. The Society provides a public service to Iowa County by preserving its history, and is recognized by the IRS as a 501 (c) (3) organization providing tax deductions to donors.

Historical Background of Floyd School District No. 3

District No. 3 in the Town of Dodgeville was formally organized in 1849, but prior to that classes were held in a log building across the road from the school's present location. The school district was named after Armstead Wortham Floyd, (1804-1866) a prominent citizen who owned a large tract of land and chaired the first school district meeting. Floyd Road was also named for him as well as the area known as Floyd Settlement. He was a mining partner of Gov. Henry Dodge, a justice of the peace and town supervisor. In 1856 a new school was built on what is now a 1.05 acre parcel in the SW ¼ of the NW ¼ of Section 28, T.7N, R.3E and the SE ¼ of the NE ¼ of Section 29, T.7N, R.3E, across the road from the log school. It was destroyed by fire in 1886 and replaced with the present structure which is the one being moved to the City of Dodgeville. Classes were taught continuously in the present building for 75 years until its closing in 1961. For most years since then, it has been owned and maintained by the Peterson family. A number of former students have been identified and expressed interest in providing oral history, photographs and documents.

Building Description, Condition and Restoration Considerations

Description

The building is a typical one-room school, set on a stone foundation, with a concrete landing with three steps serving the two front entrance doors. There are two windows on each of the two sides and four windows on the backside of the building. The exterior is sided with clapboards and painted white. It is roofed with light gray asphalt shingles. There is a chimney hung inside on the rear wall, but the exterior portion has been removed and roofed over. The building measures 22' 6" in width, 30' 5" in length, and is 19' 5" high, not including the foundation. The interior consists of the vestibule with two doors leading into the main room. The interior walls and ceiling are plastered. The blackboards have been removed. The floor appears to be constructed of hardwood. The building is wired for electricity.

Condition

The condition of the building was evaluated by Rusty Childs of Childs Contract Movers. He determined it is structurally sound for the six-mile move to the new location. There could be a need for some rim joist repairs or replacements, to be determined when the building is raised off the foundation. There appears to be a slight depression in the roof on the east side which may need repair, to be determined after removal of the asphalt shingles. The exterior clapboards are in good condition and can be scraped, primed and painted with little if any repairs required. The four windows on the two sides appear to be in reasonable condition and can be refurbished and painted, but the four rear windows need to be replaced or rebuilt. The two front doors, which appear to be the originals, are serviceable but battered, ill-fitting and unsightly. Treatment of them will be determined.

The concrete landing serving the front entrances will be removed by Curt Peterson to accommodate the move. After the move, he will landscape the site.

The interior plastered walls and ceiling are in tact with some cracking. They can be scraped, patched and painted. The existing paint for both the interior and exterior was tested for lead with "Lead Check Swabs" provided by the Iowa County Health Dept. The exterior paint tested positive for lead. The interior green paint tested negative. The test on the interior pink/beige paint was inconclusive. Containment steps will be taken when scraping and sanding.

The hardwood floor is in excellent condition and can be sanded and finished.

The wiring is outdated and needs to be redone to code.

There appears to be no insulation.

Restoration Considerations

Foundation

The school will be placed on a foundation at the new location, using stone from the existing foundation and/or the Peterson quarry. Foundation will either be constructed on a floating slab, or footings below frost line, to be determined. Proposal received from Art Kirch of Kirch Masonry, (\$11,800 for footings below frost line, not including excavation, or \$5,900 for foundation on floating slab, not including excavation and floating slab), and proposals forthcoming from Lester Tyrer and Randy Amble of R and K Masonry.

Roof

Existing shingles need to be removed for aesthetics reasons with possible repairs needed. New shingles to be asphalt or shakes, to be determined. Also to be determined will be reconstructing the exterior of the chimney above the roof line.

Landing

Existing concrete landing will not be moved. Original landing was constructed with wood per photographs. Design and materials of the new landing to be determined, depending on regulations for public accessibility in Wisconsin Dept. of Commerce Chapter Comm 70 for Exhibit Buildings.

Interior

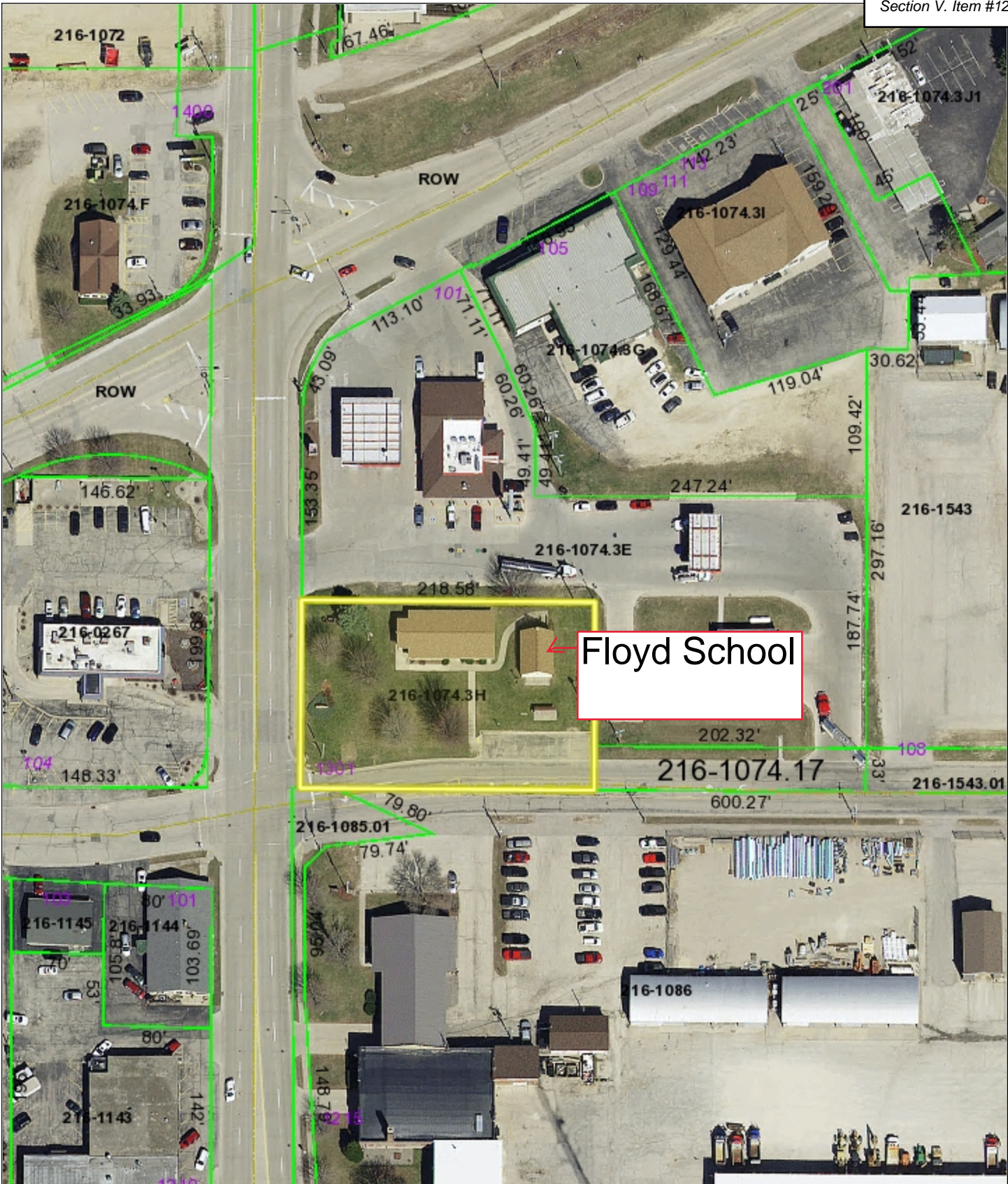
The original pot bellied wood stove was included with the school donation. It is presently being refurbished by a family member of Alice Griffiths at no cost to the Society. Period of use of the stove to be determined, which could provide guidance in selecting the appropriate interpretive period for the interior décor, furnishings and documents. Also adoptive re-use and other possible changes to be considered and determined. All blackboards have been removed and replacements are needed. Year round heating and cooling system not being considered at this time, but installation of insulation will be considered.

Proposed Building Use

The school, restored and interpreted, will be accessible to the public during normal Museum hours, and will be open upon request with a tour guide in attendance. The school building will replace the simulated school room presently in the Museum, freeing up much needed space for exhibits, archives and genealogy and historical research. School furnishings and artifacts now in storage will be returned to the restored school building.

Particular attention will be given to outreach and educational programs for school children, involving the Dodgeville Education Association and other interested school systems in the county.

The school building will also be a focal point for Society programs and events.



Floyd School

SW WI GIS

DISCLAIMER: No guarantee in the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 100'

Print Date: 2/28/20



ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

Document Number

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (“**Assignment**”) is made as of this 7th day of May, 2024, by and between DIAMOND OAKS, LLC, a Wisconsin limited liability company (“**Assignor**”), and DIAMOND OAKS PROPERTIES, LLC, a Wisconsin limited liability company (“**Assignee**”).

Recording Area

Name and Return Address

Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809

216-1206.18, 216-1206.19, 216-1206.20, 216-1206.21, 216-1206.22, 216-1206.60, 216-1206.61, 216-1206.62, 216-1206.63, 216-1206.64, 216-1206.65, 216-1206.66, 216-1206.67, and 216-1206.68

Parcel Identification Numbers

This **IS NOT** homestead property

RECITALS

A. Assignor entered into a certain Development Agreement with the City of Dodgeville, a municipal corporation of Iowa County, Wisconsin (“**City**” or “**Seller**”), for Phase II of Diamond Oaks Subdivision effective as of April 22, 2021 (as further amended, supplemented and/or otherwise modified, from time to time, the “**Development Agreement**”), for the development by Assignor of the real property more particularly described as the “Property” in the Development Agreement recorded as Document #372796 in the Iowa County Register of Deeds and attached hereto as Exhibit A.

B. Assignor desires to assign all of its rights and obligations under the Development Agreement to Assignee, and Assignee desires to assume all of the rights and obligations of Assignor under the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, duties and obligations under the Development Agreement.

2. Assignor represents and warrants to Assignee: (i) that the Development Agreement attached hereto as Exhibit A is a true and complete copy of the Development Agreement and all amendments thereto, and (ii) that no default exists under the Development Agreement by Assignor or by Seller.

3. Assignee does hereby assume and agree to (i) be bound by the Development Agreement including all rights and liabilities of Assignor thereunder from and after the date and time of this Assignment, and (ii) perform all duties and obligations of Assignor under the Development Agreement from and after the date of this Assignment.

4. Assignor hereby indemnifies, defends, and holds Assignee and its heirs, personal representatives, and assigns, and the agents, partners, officers, and employees of each of them, and their respective heirs, personal representatives, successors, and assigns, harmless from and against any and all rights, demands, claims, actions, causes of action, liabilities, losses, damages, costs, and expenses, including, without limitation, attorneys' fees, arising out of the Development Agreement that arise or accrue on or before the date and time of this Assignment.

5. This Assignment may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. It shall not be necessary for every party hereto to sign each counterpart but only that each party shall sign at least one such counterpart.

IN WITNESS WHEREOF, the Assignor has executed this Assignment effective as of the date first above written.

ASSIGNOR:

DIAMOND OAKS, LLC,
a Wisconsin limited liability company

By: _____
David J. Rule, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
IOWA COUNTY)

Personally came before me this _____ day of May, 2024, the above named David J. Rule, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

IN WITNESS WHEREOF, the Assignee has executed this Assignment effective as of the date first above written.

ASSIGNEE:

DIAMOND OAKS PROPERTIES, LLC, a
Wisconsin limited liability company

By: _____
David J. Rule, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
IOWA COUNTY)

Personally came before me this ____ day of May, 2024, the above named David J. Rule, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

This Agreement is hereby approved by the Seller, this ___ day of May, 2024.

SELLER:

CITY OF DODGEVILLE
a Wisconsin municipal corporation

By: _____
Barry N. Hottmann, Mayor

By: _____
Lauree Aulik, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
IOWA COUNTY)

Personally came before me this ___ day of May, 2024, the above named Barry N. Hottmann and Lauree Aulik, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

*This document drafted by
Atty. Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809*

EXHIBIT A

372796

Section V. Item #13.

RECORDED

Dodgeville WI 53533

April 23, 2021 1:00 PM

Taylor J. Campbell

Iowa County Register of Deeds

Iowa County, Wisconsin

FEES: \$30.00

Pages: 13

**DEVELOPER AGREEMENT FOR DIAMOND OAKS
SUBDIVISION**

This Developer's Agreement ("Agreement") is entered into by and between the City of Dodgeville, a Wisconsin municipal corporation, (the "City") and Diamond Oaks LLC, a Wisconsin limited liability company (the "Developer").

RECITALS

- A. Developer is the owner of certain lands located within the City of Dodgeville, Iowa County, Wisconsin, for which Developer has prepared a final plat known as Diamond Oaks Subdivision (the "Plat" or the "Development"), which Plat has been approved by the City and recorded with the Register of Deeds for Iowa County on July 14, 2004 as Document Number 274626. * *v PLTA P 555
- B. Developer desires to develop fourteen vacant lots located within the Development, further identified as tax parcel numbers 216-1206.18, 216-1206.19, 216-1206.20, 216-1206.21, 216-1206.22, 216-1206.23, 216-1206.59, 216-1206.60, 216-1206.60, 216-1206.61, 216-1206.62, 216-1206.63, 216-1206.64, 216-1206.65, 216-1206.66, 216-1206.67, and 216-1206.68 ("Property") located in the City of Dodgeville, Iowa County, Wisconsin, more particularly described on Exhibit A.
- C. The City seeks to protect the health, safety, and general welfare of the community by requiring the completion of various improvements within the Development and thereby limit the harmful effects of substandard subdivisions, including premature subdivision that leaves property undeveloped and unproductive.
- D. Various provisions in the Code of Ordinances, City of Dodgeville, Wisconsin (the "City Code") require that provisions be made for installation of public improvements to serve the Development, including sanitary sewer facilities, water facilities, storm sewer facilities, utilities, and street improvements.
- E. The City's purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions. This Agreement is not executed for the benefit of material men, laborers, or others providing work, services, or material to the Development or for the benefit of lot or home buyers in the Development.
- F. In 1998 the City created Tax Increment District No. 2 (TID No. 2). On March 17, 2020 the City adopted an Affordable Housing Extension Resolution to extend the life of TID No. 2 by one year to benefit affordable housing and improve housing stock within the City of Dodgeville.
- G. The City desires to promote the development of affordable housing in the City of Dodgeville, by providing assistance for the development of vacant properties in order to increase the quantity of affordable buildable lots available within the City.
- H. Developer now wishes to proceed with the installation of public improvements to serve the Property (as defined in Section 1.A.1, below).
- I. Developer's ability to proceed with and complete this Project is contingent upon the City providing financial assistance pursuant to the terms and conditions set forth in this Agreement.

Recording Area

Name and Return Address:

Attorney Eileen A. Brownlee

Boardman & Clark LLP

P.O. Box 87

Fennimore, WI 53809-0087

See Exhibit A

Parcel Identification Number (PIN):

J. It is believed by all parties that by acting in concert and cooperating and by entering into this Agreement they can promote and achieve their goals and at the same time bring substantial benefits to the community and promote the public interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Developer now agree as follows:

SECTION 1: DEVELOPER OBLIGATIONS

A. Development Obligations.

- 1. On the Property, Developer shall construct and install, at its own expense, those on-site and off-site public improvements as set forth in the Plat, and particularly including (but not limited to) the following items: sanitary sewers and water (including a lateral connection for each system to each lot and a satisfactory connection to the city sanitary sewer system and water system); streets (including curb and gutter); storm sewer lines and stormwater management facilities (collectively, the "Improvements").
- 2. Developer shall install survey monuments placed in accordance with the requirements of Wisconsin Statutes Chapter 236 and as may be required by the City Engineer.
- 3. All Improvements will be designed, constructed, and installed by Developer at Developer's sole expense. The City shall not be responsible for any costs or charges relating to the Property or this Agreement except those specifically enumerated and agreed upon in a written, signed agreement between the Developer and the City.
- 4. All the Improvements shall be designed, constructed, and installed according to and in compliance with the Plat, this Agreement, and the City's construction standards, specifications, design criteria, and general policies and procedures as set forth by the Department of Public Works, the City Engineer, and the City Code. All construction shall be subject to inspection, as designated by the City Council.
- 5. Developer shall complete all construction of the Improvements within one year of the Effective Date of this Agreement. Time is of the essence with respect to this deadline.

B. Maximum Price of Lots/Terms. Developer shall sell the lots within the Property in accordance with the following:

- 1. Sales Pricing. Developer shall sell the lots within the Property for no more than the amounts provided on the Maximum Lot Sales Price Schedule attached as Exhibit B (the "Maximum Price"). The developer may sell any lot for a price equal to or less than the Maximum Price.
- 2. Applicability of Pricing. The Maximum Price is only applicable to the initial sale of a lot.
- 3. Proof of Sales Price. Within thirty days of each lot sale, Developer shall provide the City with written proof of lot sale price (Proof of Sale).

SECTION 2: CITY OBLIGATIONS

A. Certificate of Completion. Upon completion of the Improvements by the Developer and review of the Improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the Improvements have been made in accordance with this Agreement.

B. Development Assessment. Until such time as each lot is sold or built upon by the Developer, the City shall assess the Property based on its current use, (Ag).

- C. Subsequent Development.** Any subsequent development of the Plat will be addressed in a separate development agreement.

SECTION 3: DEVELOPMENT INCENTIVE PAYMENT

- A. Development Incentive Grant.** The City agrees to make a Development Incentive Grant to Developer in the amount of \$140,000.00, using TID No. 2 funds. This grant shall be made in two installments, described as follows:

1. **First Installment.** \$125,000.00 shall be paid to Developer within sixty days of the Effective Date of this Agreement.
2. **Second Installment.** \$15,000 shall be paid to Developer after the completion of all the Development Obligations set forth in Section 1.A. Developer shall notify the City in writing upon completion of the Improvements and shall provide the City Engineer with access to the Development to verify completion of said Improvements in accordance with Section 4 below. Within sixty days of said verification by the City Engineer, the City shall pay the Second Installment of the Development Incentive Grant to Developer.

B. Reimbursement of Development Incentive Grant.

1. **Incentive Reimbursement.** Developer shall reimburse the City \$10,000.00 of the Development Incentive Grant for each lot sold for more than the Maximum Price as outlined in Section 1.B or for Developer's failure to provide the Proof of Sale to the City as required in Section 1.B.3 ("Incentive Reimbursement").
2. **Incentive Reimbursement Notice.** Within thirty days of the City's receipt of the Proof of Sale or thirty days after the said Proof of Sale was to be received, the City shall provide a written notice to the Developer of any required Incentive Reimbursement ("Incentive Reimbursement Notice").
3. **Incentive Reimbursement Payment.** Developer shall pay the Incentive Reimbursement to the City within ten days' receipt of the Incentive Reimbursement Notice.

SECTION 4: ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

- A.** After the Improvements have been made, installed, and completed, Developer shall notify the City Engineer in writing that the work is complete and ready for final inspection. The City Engineer shall arrange for inspection and testing of all such Improvements within sixty days of Developer's notice to assure compliance with all construction and improvement requirements of the City. Developer agrees to provide for the maintenance and repair of all Improvements until such Improvements are accepted by the City and to guarantee such Improvements as provided in Section 4.E below.
- B.** After completion of all Improvements and prior to final acceptance of the Improvements, Developer shall:
1. Prepare and have approved by the City three copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings.
 2. Provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.
 3. Provide the City with the title evidence required by Section 8.A.

4. Provide to the City Engineer lien waivers from the engineer, general contractor, and all subcontractors and all other parties involved in planning or constructing the Improvements.
- C. **Dedication.** Subject to all of the other provisions of this Agreement, Developer shall, upon completion of the Improvements, unconditionally, and without charge to the City, give, grant, convey, and fully dedicate the same to the City, its successors and assigns forever, free and clear of all encumbrances (except those encumbrances that may be acceptable to the City), together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plat, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such Improvements and together with any and all necessary easements for access thereto.
- D. **Acceptance.** Dedication shall not constitute acceptance of any Improvement by the City. The City shall not be obligated to accept the dedication of any Improvements that do not fully comply with City standards and specifications. Claims of financial hardship by Developer shall not be considered a reason for the City to accept substandard materials or work. The City Council will not accept the Improvements until all Improvements have been completed and approved by all other agencies as applicable, Developer has complied with its obligations under Section 4.B, above, and the City Engineer has recommended acceptance. At such time, the City shall accept the improvements under separate resolution, which may be recorded with the Iowa County Register of Deeds. The City shall have the right to connect or integrate other utility facilities with the Improvements without payment, award to, or consent of the Developer. The City Engineer's recommendation of acceptance does not constitute a waiver by the City of any rights related to the guarantee set forth in Section 4.E below against defects in or failure of any Improvements that are detected or that occur following such acceptance, nor shall it in any manner make the City or City Engineer and insurer of, nor relieve the contractor or Developer of any obligations or guarantees concerning the contractor's performance.
- E. **Guarantee.** Developer guarantees all improvements against defects that appear within a period of one year from the date of acceptance by the City and shall pay for any damages resulting therefrom to City property. If any defect appears during the guarantee period, Developer shall make the required replacement or acceptable repair as directed by the City Engineer at Developer's expense. Such replacement or repair shall be completed within thirty days of receipt of notice regarding the need for replacement or repair from the City Engineer, weather permitting and absent circumstances outside the control of Developer preventing completion within such time period. If Developer fails to cure the defect, or if the City determines that immediate action is necessary, the City may affect the cure and may recover the cost thereof directly from Developer. This guarantee shall not be a bar to any action the City may have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situation. All guaranties or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by Developer to the City (as beneficiary).
- F. The remedies provided in this Section 4 are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

SECTION 5: REPRESENTATIONS, WARRANTIES OF CITY AND DEVELOPER

A. Developer's Representations and Warranties.

1. Developer has the full power and authority to enter into this Agreement and perform the obligations herein, controls the development of the Property, is a limited liability company authorized under the laws of the State of Wisconsin to conduct business in Wisconsin, and is in good standing with the Wisconsin Department of Financial Institutions.
2. The individual signing below for the Developer has full power and authority to execute this Agreement on behalf of the Developer, and to bind the Developer to the Agreement.

3. The Developer shall cause the Property to be developed in accordance with the terms of this Agreement and all applicable local, state and federal laws, ordinances and regulations. The Developer shall obtain any and all permits, licenses or other approvals as may be required in order to develop the Property in a timely manner.
4. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement are prevented, limited by or conflicts with or results in the breach of the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.
5. Developer has access to sufficient funds for completion of the Project contemplated by this Agreement.

B. City's Representations and Warranties. The City makes the following representations as the basis for the undertaking on its part herein contained:

1. The City is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.
2. The City proposes to provide the Development Incentive Grant to the Developer in accordance with the provisions of the Agreement.
3. The parties signing below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City.

SECTION 6: DEFAULT AND REMEDIES UPON DEFAULT

A. The following shall constitute default by Developer under this Agreement:

1. Developer files for bankruptcy or is adjudged bankrupt, or Developer makes a general assignment for the benefit of its creditors.
2. Developer or its general contractors disregards or otherwise violates any statutes, ordinances, regulations, order, or instructions of the City or any of its employees, agents, or commissions that are applicable under this Agreement.
3. Failure of performance by Developer or Developer's contractor or subcontractor to install, furnish, and provide any Improvement.
4. Any other Developer default or failure to perform under any provision of this Agreement.

B. Upon the occurrence of a default, and without prejudice to any other right or remedy of the City, including the right to damages, the City shall give Developer ten days' written notice and opportunity to cure. If the default is not cured to the City's sole satisfaction within the ten-day cure period, the City may take possession of the Development and all of the materials thereon and finish the work by whatever method the City may deem expedient. Developer in the event of default shall pay the City the entire cost of completion of the work.

C. In addition to the foregoing remedies, if it is determined by the City Council that Developer is in default of this Agreement during installation of the Improvements, the City may issue a cease and desist order, stopping all activities until the default, in the sole opinion of the City Council, has been satisfactorily addressed.

SECTION 7: INSURANCE AND INDEMNITY**A. Indemnification.**

1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, Developer shall indemnify and save harmless, and agrees to accept tender of defense and to defend and pay any and all reasonable legal, accounting, consulting, engineering, and other expenses related to the defense of any claim asserted or imposed upon the City, its officers, agents, independent contractors, and/or employees growing out of this Agreement by any party or parties except those claims asserted by Developer against the City, its officers, agents, independent contractors, and/or employees in an effort to enforce this Agreement.
2. **Hold Harmless.** Developer shall indemnify and hold harmless the City, its officers, agents, independent contractors, and employees from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of work within the Development or elsewhere pursuant to this Agreement ("Work"), provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Developer, its officers, agents, independent contractors, or employees, or anyone for whose acts any of them may be made liable, regardless of whether or not it is caused by a part indemnified herein. In any and all claims against the City, its officers, agents, independent contractors, or employees by Developer, its officers, agents, independent contractors, employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be held liable, the indemnification obligation under this Section 7.A. shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, its officers, agents, independent contractors, or employees under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.
3. **Indemnification for Environmental Contamination.** Developer shall indemnify, defend, and hold the City and its officers, agents, independent contractors, and employees harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Development and this Agreement (including but not limited street right-of-way) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether the soil, groundwater, air, or any other receptor. The City agrees that it will promptly notify Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. Upon receipt of notice from the City or other entities, Developer shall investigate and rectify conditions which indicate the presence of or suspected presence of contamination on the subject property as identified by local, state, or federal agencies in order to comply with applicable laws.

B. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents, independent contractors, or employees, it being expressly understood and agreed that in such matters they act as agents and representatives of the City.

C. Insurance.

1. **Developer's Insurance.** Developer shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars for one person and at least Five Million Dollars per occurrence, and at least One Million Dollars property damage (or such other amounts as the City shall from time to time deem reasonable). Such policy shall cover both Developer and the City and its agents, employees, and officials, and all insurers shall agree not to cancel or change the same without at least thirty days' written notice to the City. A certificate of Developer's insurance shall be furnished to the City upon execution of this Agreement. Each such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or affect the City's right to recover thereon.

2. **Contractor's and Subcontractor's Insurance.** Developer shall require that the general contractor and all subcontractors engaged in the construction of the Improvements maintain, at the contractor's expense during the contract time, liability insurance as hereinafter specified: Contractor's Commercial General Liability and Property Damage Insurance including vehicle coverage issued to the contractor and protecting the contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of, or in connection with, any operations under the contract documents, whether such operations be by the contractor himself or by any subcontractor under the contractor, or anyone directly or indirectly employed by the contractor or by a subcontractor under the contractor. Insurance shall be written with a limit of liability of not less than One Million Dollars for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than One Million Dollars aggregate for any such damage sustained by two or more persons in any one accident.

3. **Certificates of Insurance.** Certificate(s) of insurance acceptable to the City shall be filed with the City prior to commencement of any work.

SECTION 8: GENERAL PROVISIONS

- A. **Title.** Developer warrants that it is the owner of all property within the Development, that no other person or party (including a mortgagee) has an interest of record in the Development, that it has the full right and authority to make the agreements, warranties, consents, and waivers in this Agreement and that, upon dedication, the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the Plat, this Agreement, or other instruments required by this Agreement. Developer shall provide the City with title evidence acceptable to the City showing that Developer has title as warranted above. Developer shall defend, indemnify, and hold the City harmless from any claims, suits, or damages related to the City's acquisition or ownership of interests in the property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

- B. **Permits.** Developer is responsible for obtaining all licenses, permits, and authority necessary to perform its obligations under this Agreement.

- C. **Compliance with Laws.** Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances that are in effect or that may be placed in effect that may affect the construction of the Improvements to be accomplished under this Agreement. Developer further agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from Developer's failure to comply with an applicable federal, state, or local law, regulation, or ordinance.

- D. **Compliance with Ordinances.** All applicable provisions of the City's subdivision code, and any other applicable ordinances or laws shall be adhered to with respect to the design, construction, and installation of Improvements within the Development, except as to variances or waivers of those requirements. Where

standards and/or specifications have not been established by the City, all work shall be made in accordance with established engineering practices.

- E. Inspections.** Developer grants the right of entry on the lands within the Development to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement.
- F. No Vested Rights.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to Developer. The City does not warrant by this Agreement that Developer is entitled to any required approvals. The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.
- G. No Release or Waiver.** Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon Developer or the City by the City Code or any statutes or regulations applicable to the Improvements. No approval by City staff, the City Engineer, the City Attorney, or any other person acting on behalf of the City shall be construed as a waiver of any of the requirements of the City Code, or any statutes or regulations governing the Improvements or good engineering practices meeting the standard of care. No wavier of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver, nor shall the wavier of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City’s failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer nor the acceptance of any Improvements.
- H. Municipal Corporation.** Nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05.
- I. Attorneys’ Fees.** If the City is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the City prevails in the litigation or arbitration, Developer shall pay all City costs, including reasonable attorneys’ fees and expert witness fees. If the court or arbitrator awards relief to both parties, each will bear its own costs in their entirety.
- J. Successors Bound.** This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors, and assigns.
- K. Assignment.** Developer shall not assign this Agreement without the written consent of the City.
- L. Amendment.** This Agreement may only be amended by a written amendment instrument approved and executed by the City and Developer.
- M. Notices and Correspondence.** Unless otherwise stated in this Agreement, the delivery of all notices and correspondence shall only be effective upon being delivered personally, sent by prepaid United States Postal Service certified mail with return receipt requested, sent by facsimile with transmission confirmation, or sent by electronic mail with return receipt requested, to the parties as follows:

To the City: City of Dodgeville
 Attn: City Clerk
 100 E. Fountain Street
 Dodgeville, WI 53533

To Developer: Diamond Oaks LLC.
 Attn: David J. Rule

3603 CTH Y
Dodgeville, WI 53533

All notices shall be considered to have been delivered at the time such notices are personally delivered to a party, or three days after the date of postmark on any prepaid certified letter, facsimile transmission, or electronic mail. Parties to this Agreement shall give fifteen days' notice of any change of mailing address, telephone, or facsimile number, or electronic mail address. Failure to provide said notice may constitute a default.

- N. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term, or provision of this Agreement, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- O. **Entire Agreement.** This Agreement embodies the entire agreement between the City and Developer and supersedes all prior agreements and understandings relating to the Development.
- P. **Recording.** Within six months of approval of this Agreement by the Common Council, Developer shall execute this Agreement and record it with the Iowa County Register of Deeds, and shall provide the City with evidence of recording. All costs of recording this Agreement and any other document related to the Development shall be paid by the Developer.
- Q. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin.
- R. **Headings.** The section and paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
- S. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted its various provisions. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- T. **Counterparts.** This Agreement may be executed in one or more counterparts and, upon execution and delivery by each of the parties hereto, shall constitute one and the same enforceable agreement.
- U. **Effective Date; Term.** This Agreement shall be effective on the date upon which the last of the parties to this Agreement have signed it ("Effective Date"). This Agreement shall terminate ten years from the date it becomes effective, unless terminated earlier in writing by mutual agreement of the City and Developer.

[signature page follows]

[signature page to Development Agreement for Diamond Oak Subdivision]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by duly authorized officers as of the dates shown in the notary blocks below.

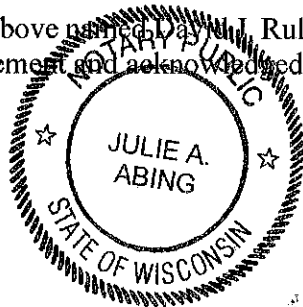
DEVELOPER:

David J. Rule
David J. Rule

STATE OF WISCONSIN
COUNTY OF IOWA

Personally came before me this 22 day April, 2021, the above named David J. Rule, to me known to be the person who executed the foregoing Developer's Agreement and acknowledged the same.

Julie A. Abing
Print or Type Name: Julie E Abing
Notary Public, State of Wisconsin
My Commission: 11/1/2023



CITY OF DODGEVILLE:

Todd D. Novak
Todd D. Novak, Mayor

Lauree Aulik
Lauree Aulik, City Clerk

STATE OF WISCONSIN
COUNTY OF IOWA

Personally came before me this 22 day April, 2021, the above named Todd D. Novak, Mayor, and Lauree Aulik, City Clerk, to me known to be the persons and officers who executed the foregoing Developer's Agreement and acknowledged the same.

Julie A. Abing
Print or Type Name: JULIE A. ABING
Notary Public, State of Wisconsin
My Commission: 11/1/2023

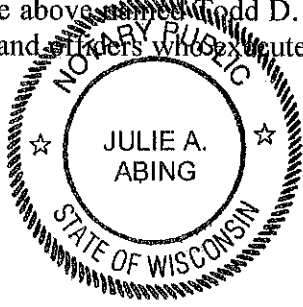


EXHIBIT A
Legal Description of the Property

Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 60, Lot 61, Lot 62, Lot 63, Lot 64, Lot 65, Lot 66, Lot 67, and Lot 68 Diamond Oaks Subdivision, T6N, R3E, Section 34, in the City of Dodgeville, Iowa County, Wisconsin.

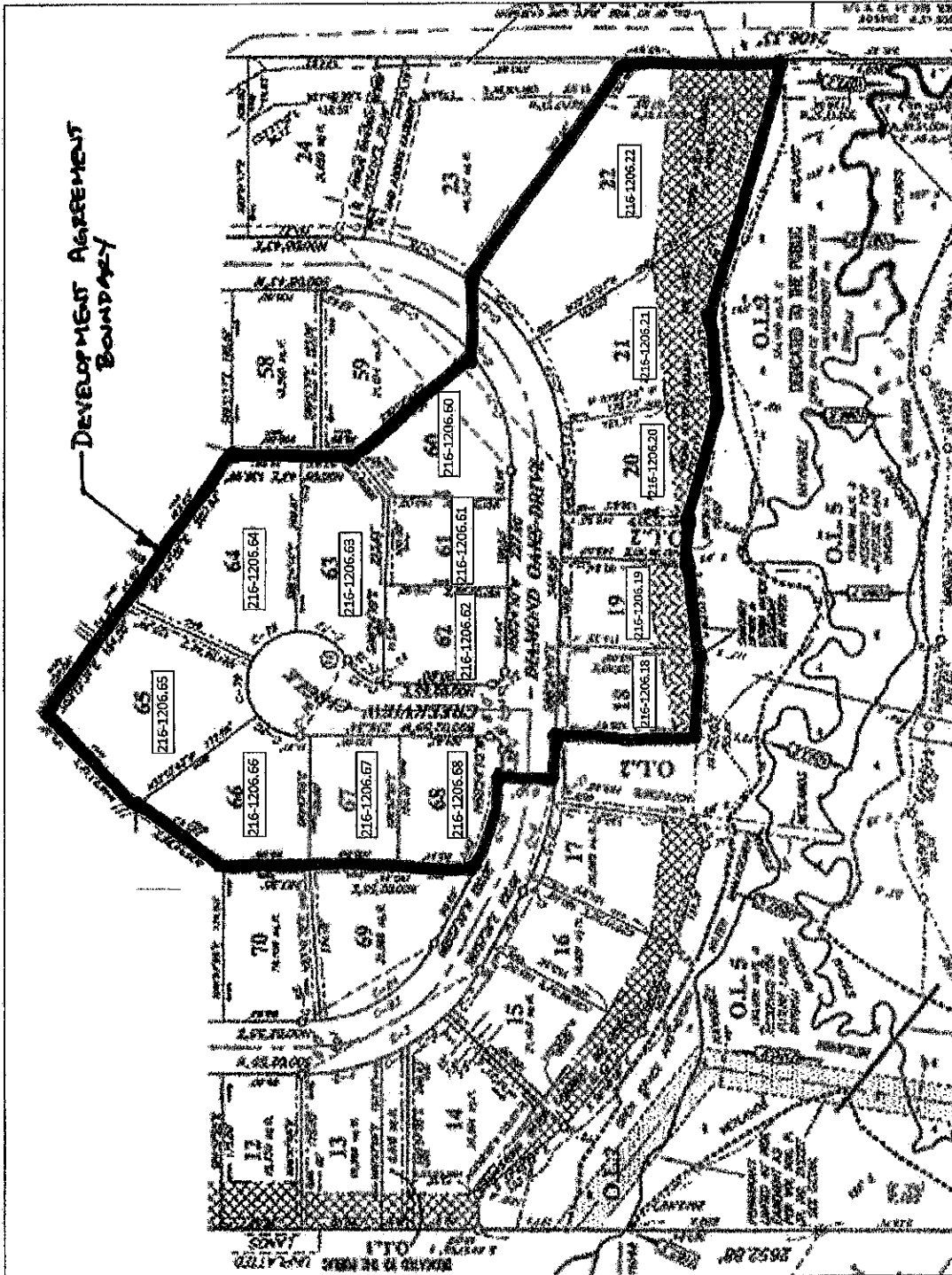
Parcel #'s:

216-1206.18, 216-1206.19, 216-1206.20, 216-1206.21, 216-1206.22, 216-1206.60, 216-1206.60, 216-1206.61, 216-1206.62, 216-1206.63, 216-1206.64, 216-1206.65, 216-1206.66, 216-1206.67, and 216-1206.68

EXHIBIT B
Maximum Lot Sales Price Schedule

LOT #	PARCEL #	SALES PRICE – (Closing Year)				
		2021-2022	2023-2024	2025-2026	2027-2028	2029-2031
18	216-1206.18	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
19	216-1206.19	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
20	216-1206.20	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
21	216-1206.21	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
22	216-1206.22	\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
60	216-1206.60	\$38,000	\$49,440	\$50,923	\$41,523	\$42,768
61	216-1206.61	\$38,000	\$39,140	\$40,314	\$41,523	\$42,768
62	216-1206.62	\$38,000	\$39,140	\$40,314	\$41,523	\$42,768
63	216-1206.63	\$38,000	\$39,140	\$40,314	\$41,523	\$42,768
64	216-1206.64	\$38,000	\$39,140	\$40,314	\$41,523	\$42,768
65	216-1206.65	\$38,000	\$39,140	\$40,314	\$41,523	\$42,768
66	216-1206.66	\$38,000	\$39,140	\$40,314	\$41,523	\$42,768
67	216-1206.67	\$38,000	\$39,140	\$40,314	\$41,523	\$42,768
68	216-1206.68	\$38,000	\$39,140	\$40,314	\$41,523	\$42,768

EXHIBIT B



ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

Document Number

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (“**Assignment**”) is made as of this 7th day of May, 2024, by and between DIAMOND OAKS, LLC, a Wisconsin limited liability company (“**Assignor**”), and DIAMOND OAKS PROPERTIES, LLC, a Wisconsin limited liability company (“**Assignee**”).

Recording Area

Name and Return Address

Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809

216-1206.23, 216-1206.24, 216-1206.25, 216-1206.26, 216-1206.27, 216-1206.41, 216-1206.42, 216-1206.43, 216-1206.44, 216-1206.45, 216-1206.46, 216-1206.47, 216-1206.48, 216-1206.51, 216-1206.52, 216-1206.53, 216-1206.54, 216-1206.55, 216-1206.56, 216-1206.57, 216-1206.58, and 216-1206.59.

Parcel Identification Numbers

This **IS NOT** homestead property

RECITALS

A. Assignor entered into a certain Development Agreement with the City of Dodgeville, a municipal corporation of Iowa County, Wisconsin (“**City**” or “**Seller**”), for Phase III of Diamond Oaks Subdivision effective as of March 25, 2024 (as further amended, supplemented and/or otherwise modified, from time to time, the “**Development Agreement**”), for the development by Assignor of the real property more particularly described as the “Property” in the Development Agreement recorded as Document #386621 at the Iowa County Register of Deeds and attached hereto as Exhibit A.

B. Assignor desires to assign all of its rights and obligations under the Development Agreement to Assignee, and Assignee desires to assume all of the rights and obligations of Assignor under the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, duties and obligations under the Development Agreement.

2. Assignor represents and warrants to Assignee: (i) that the Development Agreement attached hereto as Exhibit A is a true and complete copy of the Development Agreement and all amendments thereto, and (ii) that no default exists under the Development Agreement by Assignor or by Seller.

3. Assignee does hereby assume and agree to (i) be bound by the Development Agreement including all rights and liabilities of Assignor thereunder from and after the date and time of this Assignment, and (ii) perform all duties and obligations of Assignor under the Development Agreement from and after the date of this Assignment.

4. Assignor hereby indemnifies, defends, and holds Assignee and its heirs, personal representatives, and assigns, and the agents, partners, officers, and employees of each of them, and their respective heirs, personal representatives, successors, and assigns, harmless from and against any and all rights, demands, claims, actions, causes of action, liabilities, losses, damages, costs, and expenses, including, without limitation, attorneys' fees, arising out of the Development Agreement that arise or accrue on or before the date and time of this Assignment.

5. This Assignment may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. It shall not be necessary for every party hereto to sign each counterpart but only that each party shall sign at least one such counterpart.

IN WITNESS WHEREOF, the Assignor has executed this Assignment effective as of the date first above written.

ASSIGNOR:

DIAMOND OAKS, LLC,
a Wisconsin limited liability company

By: _____
David J. Rule, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
IOWA COUNTY)

Personally came before me this _____ day of May, 2024, the above named David J. Rule, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

IN WITNESS WHEREOF, the Assignee has executed this Assignment effective as of the date first above written.

ASSIGNEE:

DIAMOND OAKS PROPERTIES, LLC, a
Wisconsin limited liability company

By: _____
David J. Rule, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
IOWA COUNTY)

Personally came before me this _____ day of May, 2024, the above named David J. Rule, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

This Agreement is hereby approved by the Seller, this ___ day of May, 2024.

SELLER:

CITY OF DODGEVILLE
a Wisconsin municipal corporation

By: _____
Barry N. Hottmann, Mayor

By: _____
Lauree Aulik, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
IOWA COUNTY)

Personally came before me this _____ day of May, 2024, the above named Barry N. Hottmann and Lauree Aulik, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

*This document drafted by
Atty. Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809*

**DEVELOPER AGREEMENT FOR DIAMOND OAKS
SUBDIVISION – PHASE III**

This Developer’s Agreement (“Agreement”) is entered into by and between the City of Dodgeville, a Wisconsin municipal corporation, (the “City”) and Diamond Oaks, LLC, a Wisconsin limited liability company (the “Developer”).

RECITALS

- A. Developer is the owner of certain lands located within the City of Dodgeville, Iowa County, Wisconsin, for which Developer has prepared a final plat known as Diamond Oaks Subdivision (the “Plat” or the “Development”), which Plat has been approved by the City and recorded with the Register of Deeds for Iowa County on July 14, 2004 as Document Number 274626.
- B. Developer desires to develop twenty-two vacant lots located within the Development, further identified as tax parcel numbers 216-1206.23, 216-1206.24, 216-1206.25, 216-1206.26, 216-1206.27, 216-1206.41, 216-1206.42, 216-1206.43, 216-1206.44, 216-1206.45, 216-1206.46, 216-1206.47, 216-1206.48, 216-1206.51, 216-1206.52, 216-1206.53, 216-1206.54, 216-1206.55, 216-1206.56, 216-1206.57, 216-1206.58 and 216-1206.59 ("Property") located in the City of Dodgeville, Iowa County, Wisconsin, more particularly described on Exhibit A.
- C. The City seeks to protect the health, safety, and general welfare of the community by requiring the completion of various improvements within the Development and thereby limit the harmful effects of substandard subdivisions, including premature subdivision that leaves property undeveloped and unproductive.
- D. Various provisions in the Code of Ordinances, City of Dodgeville, Wisconsin (the “City Code”) require that provisions be made for installation of public improvements to serve the Development, including sanitary sewer facilities, water facilities, storm sewer facilities, utilities, and street improvements.
- E. The City’s purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions. This Agreement is not executed for the benefit of material men, laborers, or others providing work, services, or material to the Development or for the benefit of lot or home buyers in the Development.
- F. In 1998 the City created Tax Increment District No. 2 (TID No. 2). On March 17, 2020 the City adopted an Affordable Housing Extension Resolution to extend the life of TID No. 2 by one year to benefit affordable housing and improve housing stock within the City of Dodgeville.

RECORDED

Dodgeville WI 53533

March 25, 2024 11:55 AM

Taylor J. Campbell
Iowa County Register of Deeds
Iowa County, Wisconsin

FEES: \$30.00

Pages: 16

Recording Area

Name and Return Address: *Drafted by*

Attorney Eric Hagen
Boardman & Clark LLP
P.O. Box 87
Fennimore, WI 53809-0087

See Exhibit A

Parcel Identification Number (PIN):

- G. The City desires to promote the development of affordable housing and improve the housing stock in the City of Dodgeville, by providing assistance for the development of vacant properties in order to increase the quantity of affordable buildable lots available within the City.
- H. Developer now wishes to proceed with the installation of public improvements to serve the Property (as defined in Section 1.A.1, below).
- I. Developer's ability to proceed with and complete this Project is contingent upon the City providing financial assistance pursuant to the terms and conditions set forth in this Agreement.
- J. It is believed by all parties that by acting in concert and cooperating and by entering into this Agreement they can promote and achieve their goals and at the same time bring substantial benefits to the community and promote the public interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Developer now agree as follows:

SECTION 1: DEVELOPER OBLIGATIONS

A. Development Obligations.

1. Within the "Development Agreement Boundary" as depicted on Exhibit C. Developer shall construct and install, at its own expense, those on-site and off-site public improvements to serve the Property as set forth in the Plat, and particularly including (but not limited to) the following items: sanitary sewers and water (including a lateral connection for each system to each lot and a satisfactory connection to the city sanitary sewer system and water system); streets (including curb and gutter); storm sewer lines and stormwater management facilities (collectively, the "Improvements").
2. Developer shall install survey monuments placed in accordance with the requirements of Wisconsin Statutes Chapter 236 and as may be required by the City Engineer.
3. All Improvements will be designed, constructed, and installed by Developer at Developer's sole expense. The City shall not be responsible for any costs or charges relating to the Property or this Agreement except those specifically enumerated and agreed upon in a written, signed agreement between the Developer and the City.
4. All the Improvements shall be designed, constructed, and installed according to and in compliance with the Plat, this Agreement, and the City's construction standards, specifications, design criteria, and general policies and procedures as set forth by the Department of Public Works, the City Engineer, and the City Code. All construction shall be subject to inspection, as designated by the City Council.
5. Developer shall complete all construction of the Improvements within one year of the Effective Date of this Agreement. Time is of the essence with respect to this deadline.

B. Maximum Price of Lots/Terms. Developer shall sell the lots within the Property in accordance with the following:

- 1. **Sales Pricing.** Developer shall sell the lots within the Property for no more than the amounts provided on the Maximum Lot Sales Price Schedule attached as Exhibit B (the “Maximum Price”). The Developer may sell any lot for a price equal to or less than the Maximum Price.
- 2. **Applicability of Pricing.** The Maximum Price is only applicable to the initial sale of a lot.
- 3. **Proof of Sales Price.** Within thirty days of each lot sale, Developer shall provide the City with written proof of lot sale price (“Proof of Sale”).

SECTION 2: CITY OBLIGATIONS

- A. **Certificate of Completion.** Upon completion of the Improvements by the Developer and review of the Improvements by the City, the City shall provide the Developer, upon request, with an appropriate recordable instrument certifying that the Improvements have been made in accordance with this Agreement.
- B. **Subsequent Development.** Any subsequent development of the Plat will be addressed in a separate development agreement.

SECTION 3: DEVELOPMENT INCENTIVE PAYMENT

- A. **Development Incentive Grant.** The City agrees to make a “Development Incentive Grant” to Developer in the amount of \$220,000.00, payable out of remaining TID No. 2 extension funds. This grant shall be made in two installments, described as follows, and on the terms and conditions set out in this Agreement:
 - 1. **First Installment.** \$110,000.00 shall be paid to Developer within sixty days of the Effective Date of this Agreement.
 - 2. **Second Installment.** \$110,000 shall be paid to Developer after the timely completion of all the development obligations set forth in Section 1.A. Developer shall notify the City in writing upon completion of the Improvements and shall provide the City Engineer with access to the Development to verify completion of said Improvements in accordance with Section 4 below. Within sixty days of said verification by the City Engineer, the City shall pay the second installment of the Development Incentive Grant to Developer.
- B. **Reimbursement of Development Incentive Grant.**
 - 1. **Incentive Reimbursement.**
 - a. If Developer fails to timely complete its development obligations under Section 1.A, Developer shall repay to the City an amount equal to 100% of the Development Incentive Grant paid to Developer under this Agreement.
 - b. If Developer fails to timely provide a Proof of Sale to the City as required in Section 1.B.3 or sells a lot for more than the Maximum Price as outlined in Section 1.B.1, Developer shall pay to the City the greater of (a) \$10,000 or (b) the amount by which the actual sale price of the lot exceeds the lot’s Maximum Price.

- c. Any payment due from Developer to the City under this Section 3.B.1 shall be referred to as an “Incentive Reimbursement.”
2. **Incentive Reimbursement Notice.** The City shall provide a written notice to the Developer of any required Incentive Reimbursement (“Incentive Reimbursement Notice”):
- a. Within sixty after of the deadline for completion of the Improvements, if the Incentive Reimbursement is required pursuant to Section 3.B.1.a; or
 - b. Within thirty days of the City’s receipt of the Proof of Sale (or thirty days after the Mayor becomes aware that a lot sale has closed and the Proof of Sale was not provided),.if the Incentive Reimbursement is required pursuant to Section 3.B.1.b.
3. **Incentive Reimbursement Payment.** Developer shall pay the Incentive Reimbursement to the City within ten days of receipt of the Incentive Reimbursement Notice. If Developer fails to timely pay any Incentive Reimbursement to the City, in addition to any remedies available at law, in equity, or under the Agreement, the City shall have the right, without notice or hearing, to impose special assessments or special charges on all or any portion of the Property for any amounts owed by Developer to the City under this Agreement. This provision constitutes Developer’s acknowledgement, on behalf of itself and its successors and assigns, of the special benefit and Developer’s consent to, and waiver of notice and hearing on, all proceedings imposing such special assessments or special charges on behalf of Developer and its successors and assigns.

SECTION 4: ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

- A. After the Improvements have been made, installed, and completed, Developer shall notify the City Engineer in writing that the work is complete and ready for final inspection. The City Engineer shall arrange for inspection and testing of all such Improvements within sixty days of Developer’s notice to assure compliance with all construction and improvement requirements of the City. Developer agrees to provide for the maintenance and repair of all Improvements until such Improvements are accepted by the City and to guarantee such Improvements as provided in Section 4.E below.
- B. After completion of all Improvements and prior to final acceptance of the Improvements, Developer shall:
1. Prepare and have approved by the City three copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings.
 2. Provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.
 3. Provide the City with the title evidence required by Section 8.A.
 4. Provide to the City Engineer lien waivers from the engineer, general contractor, and all subcontractors and all other parties involved in planning or constructing the Improvements.
- C. **Dedication.** Subject to all of the other provisions of this Agreement, Developer shall, upon completion of the Improvements, unconditionally, and without charge to the City, give, grant, convey, and fully

dedicate the same to the City, its successors and assigns forever, free and clear of all encumbrances (except those encumbrances that may be acceptable to the City), together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plat, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such Improvements and together with any and all necessary easements for access thereto.

D. **Acceptance.** Dedication shall not constitute acceptance of any Improvement by the City. The City shall not be obligated to accept the dedication of any Improvements that do not fully comply with City standards and specifications. Claims of financial hardship by Developer shall not be considered a reason for the City to accept substandard materials or work. The City Council will not accept the Improvements until all Improvements have been completed and approved by all other agencies as applicable, Developer has complied with its obligations under Section 4.B, above, and the City Engineer has recommended acceptance. At such time, the City shall accept the improvements under separate resolution, which may be recorded with the Iowa County Register of Deeds. The City shall have the right to connect or integrate other utility facilities with the Improvements without payment, award to, or consent of the Developer. The City Engineer’s recommendation of acceptance does not constitute a waiver by the City of any rights related to the guarantee set forth in Section 4.E below against defects in or failure of any Improvements that are detected or that occur following such acceptance, nor shall it in any manner make the City or City Engineer and insurer of, nor relieve the contractor or Developer of any obligations or guarantees concerning the contractor’s performance.

E. **Guarantee.** Developer guarantees all Improvements against defects that appear within a period of one year from the date of acceptance by the City and shall pay for any damages resulting therefrom to City property. If any defect appears during the guarantee period, Developer shall make the required replacement or acceptable repair as directed by the City Engineer at Developer’s expense. Such replacement or repair shall be completed within thirty days of receipt of notice regarding the need for replacement or repair from the City Engineer, weather permitting and absent circumstances outside the control of Developer preventing completion within such time period. If Developer fails to cure the defect, or if the City determines that immediate action is necessary, the City may affect the cure and may recover the cost thereof directly from Developer. This guarantee shall not be a bar to any action the City may have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situation. All guaranties or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by Developer to the City (as beneficiary).

F. The remedies provided in this Section 4 are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

SECTION 5: REPRESENTATIONS, WARRANTIES OF CITY AND DEVELOPER

A. **Developer’s Representations and Warranties.** As a material inducement to the City to enter into this Agreement, Developer represents and warrants to the City as follows:

- 1. Developer has the full power and authority to enter into this Agreement and perform the obligations herein, controls the development of the Development Agreement Area, is a limited liability company authorized under the laws of the State of Wisconsin to conduct business in Wisconsin, and is in good standing with the Wisconsin Department of Financial Institutions.

2. The individual signing below for the Developer has full power and authority to execute this Agreement on behalf of the Developer, and to bind the Developer to the Agreement.
3. The Developer shall cause the Development Agreement Area to be developed in accordance with the terms of this Agreement and all applicable local, state and federal laws, ordinances and regulations. The Developer shall obtain any and all permits, licenses or other approvals as may be required in order to develop the Development Agreement Area in a timely manner.
4. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement are prevented, limited by or conflicts with or results in the breach of the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.
5. Developer has access to sufficient funds for completion of the Improvements contemplated by this Agreement.

B. City's Representations and Warranties. The City makes the following representations as the basis for the undertaking on its part herein contained:

1. The City is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.
2. The City proposes to provide the Development Incentive Grant to the Developer in accordance with the provisions of the Agreement.
3. The parties signing below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City.

SECTION 6: DEFAULT AND REMEDIES UPON DEFAULT

- A. The following shall constitute default by Developer under this Agreement:
1. Developer files for bankruptcy or is adjudged bankrupt, or Developer makes a general assignment for the benefit of its creditors.
 2. Developer or its general contractors disregard or otherwise violate any statutes, ordinances, regulations, order, or instructions of the City or any of its employees, agents, or commissions that are applicable under this Agreement.
 3. Failure of performance by Developer or Developer's contractor or subcontractor to timely install, furnish, and provide any Improvement.
 4. Any other Developer default or failure to perform under any provision of this Agreement.
- B. Upon the occurrence of a default, and without prejudice to any other right or remedy of the City, including the right to damages, the City shall give Developer ten days' written notice and opportunity

to cure. If the default is not cured to the City's sole satisfaction within the ten-day cure period, the City may take possession of the Development and all of the materials thereon and finish the work by whatever method the City may deem expedient. Developer in the event of default shall pay the City the entire cost of completion of the Improvements.

- C. In addition to the foregoing remedies, if it is determined by the City Council that Developer is in default of this Agreement during installation of the Improvements, the City may issue a cease and desist order, stopping all activities until the default, in the sole opinion of the City Council, has been satisfactorily addressed.

SECTION 7: INSURANCE AND INDEMNITY

A. Indemnification.

- 1. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, Developer shall indemnify and save harmless, and agrees to accept tender of defense and to defend and pay any and all reasonable legal, accounting, consulting, engineering, and other expenses related to the defense of any claim asserted or imposed upon the City, its officers, agents, independent contractors, and/or employees growing out of this Agreement by any party or parties except those claims asserted by Developer against the City, its officers, agents, independent contractors, and/or employees in an effort to enforce this Agreement.
- 2. **Hold Harmless.** Developer shall indemnify and hold harmless the City, its officers, agents, independent contractors, and employees from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of work within the Development or elsewhere pursuant to this Agreement ("Work"), provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Developer, its officers, agents, independent contractors, or employees, or anyone for whose acts any of them may be made liable, regardless of whether or not it is caused by a part indemnified herein. In any and all claims against the City, its officers, agents, independent contractors, or employees by Developer, its officers, agents, independent contractors, employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be held liable, the indemnification obligation under this Section 7.A. shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, its officers, agents, independent contractors, or employees under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.
- 3. **Indemnification for Environmental Contamination.** Developer shall indemnify, defend, and hold the City and its officers, agents, independent contractors, and employees harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Development and this Agreement (including but not limited street right-of-way) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all

Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether the soil, groundwater, air, or any other receptor. The City agrees that it will promptly notify Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. Upon receipt of notice from the City or other entities, Developer shall investigate and rectify conditions which indicate the presence of or suspected presence of contamination on the subject property as identified by local, state, or federal agencies in order to comply with applicable laws.

B. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents, independent contractors, or employees, it being expressly understood and agreed that in such matters they act as agents and representatives of the City.

C. Insurance.

1. **Developer's Insurance.** Developer shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars for one person and at least Five Million Dollars per occurrence, and at least One Million Dollars property damage (or such other amounts as the City shall from time to time deem reasonable). Such policy shall cover both Developer and the City and its agents, employees, and officials, and all insurers shall agree not to cancel or change the same without at least thirty days' written notice to the City. A certificate of Developer's insurance shall be furnished to the City upon execution of this Agreement. Each such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or affect the City's right to recover thereon.
2. **Contractor's and Subcontractor's Insurance.** Developer shall require that the general contractor and all subcontractors engaged in the construction of the Improvements maintain, at the contractor's expense during the contract time, liability insurance as hereinafter specified: Contractor's Commercial General Liability and Property Damage Insurance including vehicle coverage issued to the contractor and protecting the contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of, or in connection with, any operations under the contract documents, whether such operations be by the contractor himself or by any subcontractor under the contractor, or anyone directly or indirectly employed by the contractor or by a subcontractor under the contractor. Insurance shall be written with a limit of liability of not less than One Million Dollars for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than One Million Dollars aggregate for any such damage sustained by two or more persons in any one accident.
3. **Certificates of Insurance.** Certificate(s) of insurance acceptable to the City shall be filed with the City prior to commencement of any work.

SECTION 8: GENERAL PROVISIONS

- A. Title.** Developer warrants that it is the owner of all property within the Development Agreement Boundary, that no other person or party (including a mortgagee) has an interest of record in any land within the Development Agreement Boundary, that it has the full right and authority to make the agreements, warranties, consents, and waivers in this Agreement and that, upon dedication, the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the Plat, this Agreement, or other instruments required by this Agreement. Developer shall provide the City with title evidence acceptable to the City showing that Developer has title as warranted above. Developer shall defend, indemnify, and hold the City harmless from any claims, suits, or damages related to the City's acquisition or ownership of interests in the property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.
- B. Permits.** Developer is responsible for obtaining all licenses, permits, and authority necessary to perform its obligations under this Agreement.
- C. Compliance with Laws.** Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances that are in effect or that may be placed in effect that may affect the construction of the Improvements to be accomplished under this Agreement. Developer further agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from Developer's failure to comply with an applicable federal, state, or local law, regulation, or ordinance.
- D. Compliance with Ordinances.** All applicable provisions of the City's subdivision code, and any other applicable ordinances or laws shall be adhered to with respect to the design, construction, and installation of Improvements within the Development, except as to variances or waivers of those requirements. Where standards and/or specifications have not been established by the City, all work shall be made in accordance with established engineering practices.
- E. Inspections.** Developer grants the right of entry on the lands within the Development to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement.
- F. No Vested Rights.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to Developer. The City does not warrant by this Agreement that Developer is entitled to any required approvals. The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.
- G. No Release or Waiver.** Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon Developer or the City by the City Code or any statutes or regulations applicable to the Improvements. No approval by City staff, the City Engineer, the City Attorney, or any other person acting on behalf of the City shall be construed as a waiver of any of the requirements of the City Code, or any statutes or regulations governing the Improvements or good engineering practices meeting the standard of care. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver, nor shall the waiver of any default under this Agreement be deemed a waiver of any

subsequent default or defaults of the same type. The City’s failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer nor the acceptance of any Improvements.

- H. Municipal Corporation.** Nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05.
- I. Attorneys’ Fees.** If the City is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the City substantially prevails in the litigation or arbitration, Developer shall pay all City costs, including reasonable attorneys’ fees and expert witness fees. If the court or arbitrator awards substantial relief to both parties, each will bear its own costs in their entirety.
- J. Successors Bound.** This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors, and assigns.
- K. Assignment.** Developer shall not assign this Agreement without the written consent of the City.
- L. Amendment.** This Agreement may only be amended by a written amendment instrument approved and executed by the City and Developer.
- M. Notices and Correspondence.** Unless otherwise stated in this Agreement, the delivery of all notices and correspondence shall only be effective upon being delivered personally, sent by prepaid United States Postal Service certified mail with return receipt requested, sent by facsimile with transmission confirmation, or sent by electronic mail with return receipt requested, to the parties as follows:

To the City: City of Dodgeville
 Attn: City Clerk
 100 E. Fountain Street
 Dodgeville, WI 53533

To Developer: Diamond Oaks LLC.
 Attn: David J. Rule
 3603 CTH Y
 Dodgeville, WI 53533

All notices shall be considered to have been delivered at the time such notices are personally delivered to a party, or three days after the date of postmark on any prepaid certified letter, facsimile transmission, or electronic mail. Parties to this Agreement shall give fifteen days’ notice of any change of mailing address, telephone, or facsimile number, or electronic mail address. Failure to provide said notice may constitute a default.

- N. Severability.** If any part, term, or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term, or provision of this Agreement, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

- O. Entire Agreement.** This Agreement embodies the entire agreement between the City and Developer and supersedes all prior agreements and understandings relating to the Development except for the Developer Agreement for Diamond Oaks Subdivision dated April 22, 2021 and recorded with the Iowa County Register of Deeds on April 23, 2021 as Document Number 372796.
- P. Recording.** Within 45 days after the Effective Date, Developer shall record this Agreement with the Iowa County Register of Deeds, and shall promptly provide the City with evidence of recording. All costs of recording this Agreement and any other document related to the Development shall be paid by the Developer.
- Q. Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin.
- R. Headings.** The section and paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
- S. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted its various provisions. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- T. Counterparts.** This Agreement may be executed in one or more counterparts and, upon execution and delivery by each of the parties hereto, shall constitute one and the same enforceable agreement.
- U. Effective Date; Term.** This Agreement shall be effective on the date upon which the last of the parties to this Agreement have signed it (“Effective Date”). This Agreement shall terminate ten years from the date it becomes effective, unless terminated earlier in writing by mutual agreement of the City and Developer.

[signature pages follow]

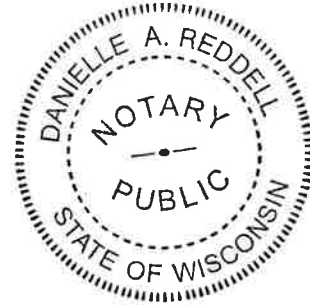
[signature page to Development Agreement for Diamond Oak Subdivision]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by duly authorized officers as of the dates shown in the notary blocks below.

DEVELOPER: Diamond Oaks, LLC

David J. Rule

David J. Rule, authorized signatory



STATE OF WISCONSIN
COUNTY OF IOWA

Personally came before me this 25 day march, 2024, the above named David J. Rule, authorized signatory for Diamond Oaks, LLC, to me known to be the person who executed the foregoing Developer's Agreement and acknowledged the same.

Danielle A Reddell

Print or Type Name: Danielle A Reddell

Notary Public, State of Wisconsin

My Commission: 4/19/2026

[signature page to Development Agreement for Diamond Oak Subdivision]

CITY OF DODGEVILLE:

[Signature]
Todd D. Novak, Mayor

[Signature]
Lauree Aulik, City Clerk

STATE OF WISCONSIN
COUNTY OF IOWA

Personally came before me this 20 day March, 2024, the above named Todd D. Novak, Mayor, and Lauree Aulik, City Clerk, to me known to be the persons and officers who executed the foregoing Developer's Agreement and acknowledged the same.

[Signature]
Print or Type Name: Emily E Wolfe
Notary Public, State of Wisconsin
My Commission: 07/08/2025

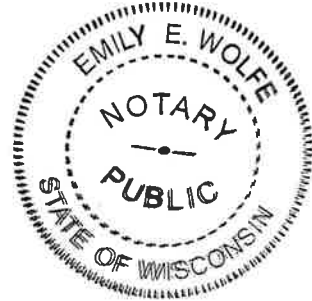


EXHIBIT A
Legal Description of the Property

Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 41, Lot 42, Lot 43, Lot 44, Lot 45, Lot 46, Lot 47, Lot 48, Lot 51, Lot 52, Lot 53, Lot 54, Lot 55, Lot 56, Lot 57, Lot 58 and Lot 59 Diamond Oaks Subdivision, T6N, R3E, Section 34, in the City of Dodgeville, Iowa County, Wisconsin.

Parcel #'s:

216-1206.23, 216-1206.24, 216-1206.25, 216-1206.26, 216-1206.27, 216-1206.41, 216-1206.42, 216-1206.43, 216-1206.44, 216-1206.45, 216-1206.46, 216-1206.47, 216-1206.48, 216-1206.51, 216-1206.52, 216-1206.53, 216-1206.54, 216-1206.55, 216-1206.56, 216-1206.57, 216-1206.58 and 216-1206.59

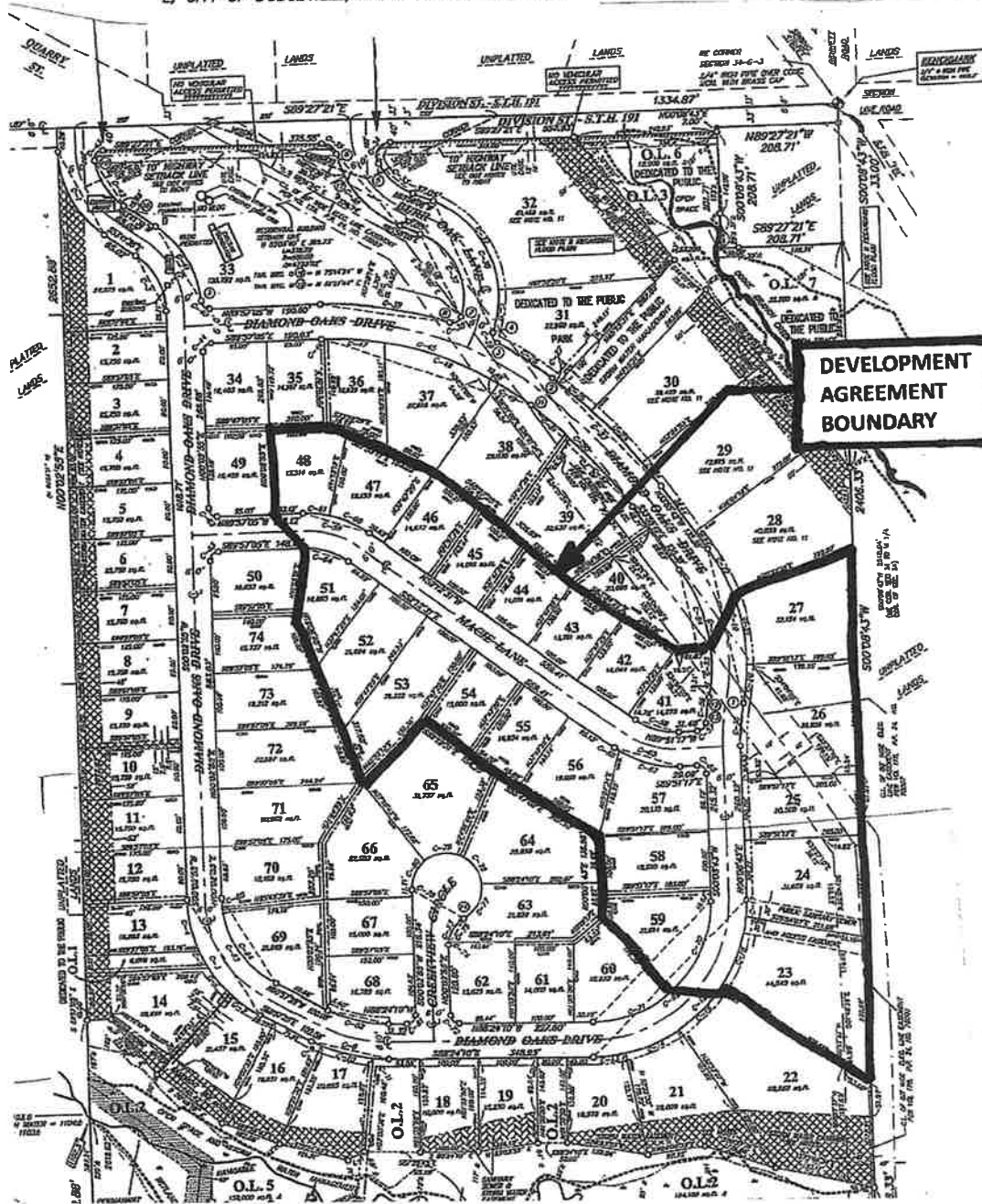
EXHIBIT B
Maximum Lot Sales Price Schedule

LOT #	PARCEL #	SALES PRICE – (Closing Year)				
		2024-2025	2026-2027	2028-2029	2030-2031	2032-2033
23	216-1206.23	\$99,750	\$103,740	\$107,890	\$112,200	\$116,680
24	216-1206.24	\$94,500	\$98,280	\$102,210	\$106,300	\$110,550
25	216-1206.25	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
26	216-1206.26	\$69,000	\$71,760	\$74,630	\$77,610	\$80,710
27	216-1206.27	\$99,750	\$103,740	\$107,890	\$112,200	\$116,680
41	216-1206.41	\$84,000	\$87,360	\$90,850	\$94,480	\$98,260
42	216-1206.42	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
43	216-1206.43	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
44	216-1206.44	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
45	216-1206.45	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
46	216-1206.46	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
47	216-1206.47	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
48	216-1206.48	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
51	216-1206-51	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
52	216-1206.52	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
53	216-1206.53	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
54	216-1206.54	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
55	216-1206.55	\$63,000	\$65,520	\$68,140	\$70,860	\$73,690
56	216-1206.56	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370
57	216-1206.57	\$75,000	\$78,000	\$81,120	\$84,360	\$87,730
58	216-1206.58	\$56,900	\$59,180	\$61,550	\$64,000	\$66,560
59	216-1206.59	\$67,000	\$69,680	\$72,460	\$75,360	\$78,370

EXHIBIT C
Development Agreement Boundary

DIAMOND OAKS

LOCATED IN THE NE 1/4 OF THE NE 1/4 AND THE
SE 1/4 OF THE NE 1/4 OF SECTION 34, T 6 N, R 3
E, CITY OF DODGEVILLE, IOWA COUNTY, WISCONSIN.



Viewers are advised to ignore illegible text on this map. It is presented to show spatial relationships only.

**CITY OF DODGEVILLE RESOLUTION 2024-05
NO MOW/LOW MOW MAY**

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

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

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

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

Dated this 7th day of May, 2024.

Barry N. Hottmann, Mayor

ATTEST:

Lauree Aulik, Clerk/Treasurer

To: Council

From: Grace Gervasi, HR Specialist

Subject: Employee Assistance Program (AEP)

Date: 04/30/2024

We have researched various companies and found a company that offers EAP in our area. Our Employee Handbook states that we offer EAP to our employees, so we would like to start this program as soon as possible and the attached proposal can start May 1, 2024 if approved. This is the same company that Iowa County uses.

I have attached an agreement that describes what will be provided, and the cost.

Thank you, and let me know if you have any questions,

Grace Gervasi



EMPLOYEE ASSISTANCE AGREEMENT
between
Family Service Madison
and
City of Dodgeville

This agreement is made and entered into this first day of May, 1 2024, by and between City of Dodgeville (hereinafter "CD") and Family Service Madison (hereinafter "FSM").

FSM agrees to provide services as designated in this agreement to implement and operate an Employee Assistance Program for CD employees, volunteers, and their families.

Services will be provided by a designated program consultant, who is a professionally trained employee of FSM. The consultant will have a minimum of Masters degree, be experienced in a wide range of behavioral health issues and be familiar with resources in the community.

Requests for service, whether by the employee or by supervisory referral, will be made directly to the FSM

FSM agrees to provide the following services to CD employees and family members:

- 1) Offer appointments for employees or families of CD within three working days from the time of initial contact. Special arrangements will be made in an emergency situation.
- 2) Conduct formalized assessment interview(s) to determine the problem, its nature, severity and appropriate treatment plan. Each employee and family member is eligible up to five assessment/counseling sessions.
- 3) Assist employees/family members with any referrals for services outside scope of EAP.
- 4) Conduct follow-up activities to assure that referrals were accepted and that quality care was received by the employee or member of his or her family.

FSM further agrees to provide the following services to CD:

- 1) Employee orientation(s) on the use of the EAP.
- 2) Presentations or trainings on appropriate topics.
- 3) Critical Incident Stress Debriefing sessions.
- 4) Ongoing consultation to CD regarding policies and procedures of EAP.
- 5) Quarterly statistics on utilization of the EAP.

- 6) Legal consultation provided through FEI Behavioral Health
- 7) Financial consultation provided through FEI Behavioral Health
- 8) Access to specialized website designed for EAP customers

CONFIDENTIALITY:

No one at CD can obtain any information, written or verbal, on any employee or their dependent who seeks assistance through this program without written signed release of information.

Employee participation in the EAP program will neither affect future employment or advancement nor protect any employee from disciplinary action for substandard performance.

City of Dodgeville Agrees to:

- 1) Inform its employees of this agreement and the services which are available to them.
- 2) Provide printed literature describing EAP services, other than brochures provided by FSM
- 3) Arrange for orientation and in-service training for company personnel.

COSTS:

The fee for acceptance of responsibility for EAP and its maintenance will be \$1,298.00 for the period of May 1st 2024 to May 1, 2025. This fee does not include any ongoing counseling or other services offered by FSM.

There will also be a \$125/hour travel fee for services provided outside of Dane County.

Full payment due May 30, 2024.

MODIFICATION OR TERMINATION OF CONTRACT:

This contract may be modified in writing at any time by the mutual consent of the parties.

Either party may cancel this agreement at any time upon ninety (90) days notice, in writing, to the other party.

Greg Chism, EAP Director Date
 FSM Authorized Representative

City of Dodgeville Authorized Representative Date

Barry N. Hottmann, Mayor
 Printed Name



ABOUT FAMILY SERVICE MADISON

<p>What We Offer</p>	<p>Family Service Madison (FSM) is a private, non-profit mental health clinic licensed by the state of Wisconsin. We have been in the community since 1910. We have multiple programs serving individuals and families across the entire life span from children to older adults.</p> <p>FSM is also an Employee Assistance Program (EAP) provider for more than fifty businesses in the area. These businesses range from small non-profits with fewer than twenty-five employees to larger organizations with over 900 employees. Our EAP provides counseling, consultation, brief therapy, and legal and financial services for individuals; a specialized website with articles, newsletters, and webinars; and other services at the organizational level including staff training and crisis response.</p>
<p>Personalized Care</p>	<p>FSM works to meet the needs of each individual client. Our therapists have expertise in a variety of areas, and we connect individuals with therapists who match their needs. Our therapists maintain licensure and certifications including continuing education requirements.</p>
<p>Service Experience</p>	<p>FSM serves organizations from both the private and public sectors including several city municipalities. FSM has worked with several EAP accounts for over fifteen years.</p>
<p>Staff Experience</p>	<p>All of our outpatient therapists are properly credentialed. Therapists who are part of the EAP team will have minimum of Masters degree and working toward their clinical licensure. The primary contact for the EAP program is the Director, a licensed clinician who has been with Family Service Madison for over twenty years. All therapists have malpractice and liability coverage.</p>
<p>24-Hour Accessibility</p>	<p>Our EAP has a cell phone number for crisis/emergency situations. The phone is typically carried by the EAP Director.</p>
<p>Continuity of Care</p>	<p>Since FSM is a licensed mental health clinic, we are considered in-network and are an approved provider for many Insurance plans. This allows clients to begin services under their EAP and transition into services covered by their health plan. They can remain at same agency with the same therapist if they choose. This creates a safe, easy, and smooth transition for the client.</p> <p>Insurances that FSM is currently an approved provider for include, but are not limited to Dean, GHC, Quartz, WPS, Anthem (BC/BS), The Alliance, Medicare, and Medicaid.</p>

FAMILY SERVICE MADISON EMPLOYEE ASSISTANCE PROGRAM

EAP Component	Description of Services
Counseling	Our EAP offers up to five in-person or video telehealth appointments for all employees and family members per issue, per contract year. Additional sessions may be permitted under the EAP benefit on a case by case basis. We utilize HIPPA-compliant services for telehealth visits. We also provide an unlimited number of brief telephonic consultations.
Additional Counseling	FSM will contact the client’s health insurance carrier to collect information about their plan (i.e., deductible, copay, etc.). Family Service Madison will also assist with prior approvals for the client to obtain and continue with services. Clients will be informed of this information so they can decide whether to continue services under the plan. FSM is an approved provider for many of the area health plans so this allows for smooth transition from EAP into the health plan.
Substance Abuse Referrals	Our EAP offers substance abuse screening/assessment and provides necessary referrals. Our EAP can also provide employer-mandated substance abuse screenings.
Time Frame for Appointments	Routine EAP appointments are offered to clients within seventy-two hours of their initial call. Evening appointment times are available. Special arrangements, including same day appointments are available for urgent needs. This can include an on-site response.
Call Center	Clients can call/email the EAP Director directly or call the reception/scheduling number to schedule an appointment. Family Service Madison’s typical business hours are Monday through Thursday from 8am to 6pm and Friday from 8am to 12pm. As a reminder, the EAP has a toll-free cell phone number available for crisis/emergency situations.
Case Management	We follow up with clients to ensure their needs were met.
Legal Services	Family Service Madison provides one thirty-minute consultation with an attorney per issue, per contract year. These services are provided through a national EAP provider/network based in Milwaukee that we contract with who maintains a national data base of attorneys. These attorneys will provide a 25% discount on their hourly rate for any ongoing legal representation. (See separate flier attached.) Consultation topics include, but are not limited to bankruptcy, setting up a will, sale of a home, family law/divorce, traffic accidents, rental/lease questions, property disputes, and DUIs.
Financial Consultation	Family Service Madison provides one thirty-minute consultation with a financial counselor per issue, per contract year. These services are provided through a national EAP provider/network based in Milwaukee that we contract with. (See separate flier attached.) Consultation topics include, but are not limited to debt consolidation, rebuilding credit, budgeting/spending plan, college funding analysis, identity theft and wage garnishment.
Website	Family Service Madison offers a specialized website that includes articles, newsletters, and monthly webinars on a variety of topics. Each webinar is archived so that clients can access them at their convenience.
Management Consultation	Unlimited consultations with the organization’s HR/management regarding employee performance or safety concerns, and possible mandatory EAP referral.
Reporting	Family Service Madison provides quarterly de-identified utilization reports.
Eligibility	All employees and family members are eligible for EAP services. EAP benefits are separate from those provided under the employee’s health plan. Any family member is eligible to utilize this service.
Benefits Fair	Family Service Madison will attend and participate in employee benefit fairs.
Trainings	Family Service Madison EAP will provide on-site and/or virtual trainings for management and/or employees. These trainings could include an EAP introduction or reminder, or trainings on a variety of wellness and education topics.
Critical Incident/Trauma Response	Family Service Madison can provide on-site response for staff following a critical incident. This may include grief counseling following the death of an employee, first responder de-briefings, etc. This would likely be done in a group setting followed by individual support.

Mediation

Family Service Madison can provide on-site response to address employee concerns typically done via individual meetings followed by a group meeting.

Section V. Item #15.

EAP Promotional Materials	Brochures and fliers are provided at time of contract detailing all services. These are provided electronically so the employer can access and share them.	
Annual Cost	Family Service Madison offers an annual, "all inclusive," capitated rate. The cost is determined by the number of employees (both full and part-time) who will have access to services. The number of employees will only be reviewed annually at the time of contract renewal. There is no additional charge for on-site response. Our capitated rates make it is easy for employers to budget for EAP services.	
	<ul style="list-style-type: none"> Employers with 45 or fewer will be at our minimum rate 	\$1,000.00
	<ul style="list-style-type: none"> Employers with 46-500 employees 	\$22 per employee
	<ul style="list-style-type: none"> Employers with more 500+ employees 	Determined on a case-by-case basis