



PLEASE TAKE NOTICE: There will be a **City of Lodi Common Council** meeting Tuesday, February 17, 2026 at 5:30 pm in the City Hall Council Room, 130 South Main Street, Lodi, WI.

[Registration](#) for virtual attendee public input must be completed 24 hours prior to meeting start time.

**Meeting Link:** <https://us06web.zoom.us/j/86143428027?pwd=TBDxbqLxchaT4FHVt9bTTFq5vPEtf6.1>

**Meeting ID:** 861 4342 8027 **Passcode:** 944569 **Phone:** 1-312-626-6799

## Common Council Agenda

1. Call To Order

2. Roll Call

3. Pledge Of Allegiance

4. Meeting Etiquette

5. Public Input

***Must state name and address. Must be limited to items not on the agenda. Limited to two minutes per person unless otherwise extended. Public Input is limited to a total of ten minutes unless otherwise extended. Common Council role is to listen and not discuss the item. Personnel issues cannot be discussed nor individuals named. Council is unable to take action at this meeting.***

6. Consent Agenda

*Items under the consent agenda may be acted upon by one motion. If, in the judgment of any council member, a consent agenda item requires discussion, the item can be placed on the regular agenda for discussion and/or action.*

6.a. Approval Of Minutes From January 20, 2026 And Closed Session Minutes From January 20, 2026 Sent Via Confidential Email

Documents:

[01.20.2026 COMMON COUNCIL MINUTES.PDF](#)

6.b. Resolution Approving Service Agreement With Columbia County Humane Society

Documents:

[RESOLUTION 26-04 APPROVING SERVICE AGREEMENT WITH CC HUMANE SOCIETY.PDF](#)  
[COLUMBIA COUNTY HUMANE SOCIETY SERVICE AGREEMENT FOR 2026.PDF](#)

6.c. Resolution Approving A Developers Agreement For Highlands Of Ridgestone Phase 2

Documents:

[RESOLUTION 26-05 APPROVING THE DEVELOPMENT AGREEMENT FOR THE HIGHLANDS OF RIDGESTONE PHASE 2 SUBDIVISION.PDF](#)

HIGHLANDS OF RIDGESTONE DEVELOPERS AGREEMENT.PDF

6.d. Resolution Approving A Developers Agreement For Terra Vista 3

Documents:

[RESOLUTION 26-06 APPROVING THE DEVELOPMENT AGREEMENT FOR THE TERRACE VISTA PHASE 3 SUBDIVISION.PDF](#)  
[TERRA VISTA PHASE 3 DEVELOPER AGREEMENT.PDF](#)

6.e. Resolution Approving The Scope Of Services By Ehlers For Creation Of A Financial Management Plan

Documents:

[RESOLUTION 26-07 APPROVING PROPOSAL FOR A 2026 FINANCIAL MANAGEMENT PLAN.PDF](#)  
[2026 FINANCIAL MANAGEMENT PROPOSAL FROM EHLERS.PDF](#)

6.f. Resolution Approving A 2026 Waste Water Rate Study By Ehlers

Documents:

[RESOLUTION 26-08 APPROVING PROPOSAL FOR A 2026 WASTE WATER RATE STUDY WITH EHLERS.PDF](#)  
[2026 SEWER RATE STUDY PROPOSAL FROM EHLERS.PDF](#)

7. Resolution Reclassifying The Current Police Sergeant Position To An Exempt Lieutenant Position

Documents:

[RESOLUTION 26-09 APPROVING CHANGE FOR CURRENT POLICE SERGEANT TO MOVE TO LIEUTENANT.PDF](#)

8. Resolution Awarding A Contract For The Fair Street Utility And Street Reconstruction Project To S&L Underground

Documents:

[RESOLUTION 26-10 AWARD BID TO S AND L UNDERGROUND-FAIR STREET RECONSTRUCTION AND UTILITY PROJECT.PDF](#)  
[RECOMMENDATION LTR.PDF](#)  
[LOD04\\_BIDTAB.PDF](#)

9. Resolution Authorizing The Redemption Of Certain Of The General Obligation Corporate Purpose Bonds, Series 2018B, Dated April 12, 2018

Documents:

[RESOLUTION 26-11 AUTHORIZING REDEMPTION OF 2018B GOCPBS.PDF](#)  
[LODI, C OF - REDEMPTION OF 2018B GOCPBS - OML.PDF](#)

10. Discussion And Possible Action Regarding EMS And Fire Co-Location

11. Columbia County Supervisor Report

12. Mayor Report

13. Meeting Recap

14. Follow Up On Public Input Received At Committee Of The Whole Meeting

15. Future Agenda Items

16. Next Meeting Date - Tuesday, March 17 At 5:30 PM

17. Adjourn

Posted: \_\_\_\_\_

By: \_\_\_\_\_

Members: Mayor Groves Lloyd, Alder Crow, Alder Flanagan, Alder Marx, Alder Heller, Alder Ripp, Alder Stevenson (President)

Agendas may change up to 24 hours prior to the commencement of the meeting. Reasonable accommodations for persons with disabilities may be made in advance by calling City Hall at 608-592-3247.

**City of Lodi**  
**Common Council Meeting**  
**Minutes –January 20, 2026**

**Present:** Mayor Groves Lloyd, Alderpersons Stevenson, Flanagan, Heller, Marx, Ripp, Crow

**Staff Present:** Jennifer Sweeney, Wayne Smith, Lanette Mayberry, James Lincoln

**Others:** Jonathan Stefonek (Tribune Enterprise), Mike Peters (WPPI), Anna Stieve, Suzanne Miller, Jerrold Ostrander, Andrew Pritzl

Mayor Groves Lloyd called the meeting to order at 5:30 PM in the Council Room at City Hall, 130 S Main, Lodi.

Roll call was taken – Flanagan, Crow, Heller, Marx, Ripp, and Stevenson were present.

The Pledge of Allegiance was recited.

Mayor Groves Lloyd reviewed the meeting etiquette.

**Public Input.** Suzanne Miller spoke to the council on various topics.

**Presentation:** Mike Peters, CEO of WPPI Energy, presented a program called “Joint Action Update for Member Governing Bodies”.

**Consent Agenda. MOTION** (Stevenson/Flanagan) to approve the consent agenda items including: approval of minutes from December 16, 2025; Resolution 26-01 Approving Pay Request #4 from A-1 Excavating for the Sauk Street Project and Resolution 26-02 Approving a Second Amendment to the TIF Developers Performance Agreement with AMOCL-LODI LLC. Voice vote- 5 Ayes. Marx abstained. **Motion carried.**

**Resolution Authorizing Replacement of City Hall Boilers. MOTION** (Stevenson/Ripp) to approve Resolution 26-03 authorizing replacement of the city hall boilers, with the cost not to exceed \$30,000.00. Lincoln reported that one of the boilers is no longer working and the other is not at full capacity. Roll call vote was taken. Ripp-Aye, Crow-Aye, Marx-Aye, Heller-Aye, Stevenson-Aye, Flanagan-Aye. **Motion carried.**

**Columbia County Supervisor Report.** None.

**Library Report.** None. It was announced by Groves Lloyd that Alex LeClair, Library Director, has submitted his resignation effective the end of February. The library board president and Sweeney will be meeting to discuss the recruitment process.

**Mayor Report.** The mayor discussed her report, including stating the multi-muni meeting has been postponed until May.

**Convene to Closed Session**

Pursuant to Wis. Stat. sec. 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (City Administrator Position) **MOTION** (Flanagan/Marx) to convene in closed session. Roll Call Vote Aye-Flanagan, Marx, Ripp, Crow, Heller, and Stevenson. **Motion Carried.**

**Reconvene to Open Session**

**MOTION** (Ripp/Marx) to reconvene in open session. Voice Vote All Ayes. **Motion carried.**

**Discussion and Possible Action Related to Closed Session (City Administrator Position)**

**MOTION (Heller/Flanagan)** to approve hiring Jennifer Sweeney as the City Administrator with the salary discussed in

closed session and the start date to be determined. Roll Call Vote Flanagan - Aye, Marx - Aye, Ripp - Aye, Crow - Aye, Heller - Aye, Stevenson - Aye. **Motion Carried.**

**Meeting Recap.** Mayor Groves Lloyd gave a recap of the meeting.

**Future Agenda Items.** The Committee of the Whole work meeting on January 27 was discussed. Crow will be sending a list of potential topics to Sweeney.

**Next Meeting Date.** Regular Meeting- Tuesday, February 17, 2026 at 5:30 p.m.

**Adjourn. MOTION** (Flanagan/Crow) to adjourn at 6:23 p.m. Voice vote- all ayes. **Motion carried.**

Minutes by Lanette Mayberry (Interim City Clerk)

DRAFT

**RESOLUTION 26-04**

**RESOLUTION APPROVING A SERVICE AGREEMENT WITH  
COLUMBIA COUNTY HUMANE SOCIETY**

**WHEREAS**, the City of Lodi relies on Humane Society services for animal control.

**THEREFORE, BE IT RESOLVED**, that the City of Lodi Common Council approves the Service Agreement with the Columbia County Humane Society for the 2026 calendar year.

Adopted by the Common Council of the City of Lodi, Wisconsin, on this 17<sup>th</sup> day of February, 2026.

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Ann Groves Lloyd, Mayor

Attest: \_\_\_\_\_  
Lanette Mayberry, City Clerk

## SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made by and between the City of Lodi and the Columbia County Humane Society (hereinafter "CCHS").

WHEREAS, the City of Lodi desires assistance in providing humane care for impounded and stray dogs and cats; and

WHEREAS, CCHS agrees to assist the City of Lodi in providing humane care for impounded dogs and cats, subject to certain conditions,

NOW THEREFORE, the City of Lodi and CCHS agree as follows:

(1) CCHS agrees to provide humane care, as defined by the Wisconsin Statutes, for all impounded or stray dogs and cats<sup>1</sup> found in the City of Lodi for a period of one (1) year, for a fee of \$840.00. This fee shall be due on March 1, 2026, and shall cover services from January 1, 2026, through December 31, 2026. The fee listed in this paragraph does not include animal pick-ups. Please see paragraph 3 for additional animal pick-up fees. This agreement shall be terminated in the event the Agreement is not signed and/or there is non-payment by March 1, 2026. CCHS shall not provide services to any municipality who does not have a signed Agreement and payment in full by March 1, 2026.

(2) Municipalities are billed as follows for service contracts: CCHS averages three years of intakes for each municipality. The number of animals is averaged and the municipality is billed \$84.00 per animal if CCHS is not required to call for approval to take in or pick-up an animal, and \$94.00 per animal if CCHS is required to call for approval to take in or pick-up an animal. This averaging calculation yields the annual fee set forth in paragraph (1) above.

(3) In addition to the annual fee set forth in paragraph (1) above, each municipality shall be billed a separate invoice for all animal pick-ups (see paragraphs (6) and (7)). That invoice to be paid in full by January 1 each year.

(4) This Agreement does not include instances when CCHS provides care for dogs and/or cats seized by the Columbia County Sheriff's Office and/or a Columbia County Humane Officer via a large seizure. For the purposes of this Agreement, a "large seizure" is defined as five or more dogs, or ten or more cats. The care required for animals taken in large seizure situations shall be by separate contract between the Columbia County Sheriff's Department and CCHS, on a case-by-case basis.

In the event CCHS cannot house the animals seized as part of a "large seizure" defined above, a climate controlled, off-site location must be secured by the Columbia County Sheriff's Office. If the municipality opts to provide the climate controlled, off-site location, CCHS will provide care services and there will be a separate contract. CCHS reserves the right to require the municipality to provide the off-site location in the event CCHS is at capacity at the time of the "large seizure". CCHS is a small, private facility and may not be able to accommodate a large seizure request.

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<sup>1</sup> CCHS does not accept exotic animals, wildlife, or livestock

(5) This Agreement shall be effective for a period of one (1) year. CCHS agrees that it shall notify the City of Lodi of any fee or contract changes CCHS will require to provide these services for 2027 by October 1, 2026. The City of Lodi shall inform CCHS whether it desires to retain the services of CCHS for the 2027 calendar year no later than December 1, 2026. If the City of Lodi does not notify CCHS in writing by December 1, 2026, of its wish to discontinue the services of CCHS for the 2027 calendar year, the 2026 Agreement will become effective for the 2027 calendar year at the rate provided by CCHS.

(6) The City of Lodi agrees to have CCHS pick-up stray dogs and cats  YES  NO

\*In the event the municipality checks "YES" to paragraph (6) and opts to have CCHS provide a pick-up service, the municipality will be billed \$50 per trip for pick-ups during CCHS business hours, and \$80 per trip for pick-ups during non-business hours or days CCHS is closed. This per-trip fee shall be due and owing to CCHS if such trip is made, regardless of whether the animal's owner was located or request for pick-up was cancelled after the request for pick-up was made.

(7) The City of Lodi does not want CCHS to pick-up stray dogs and cats. Please initial here: \_\_\_\_\_

\*In the event the municipality initials paragraph (7) above and declines to have CCHS provide a pick-up service, but also during the 2026 calendar year requests pick-up services, the municipality will be billed \$80 per trip for pick-ups during CCHS business hours, and \$110 per trip for pick-ups during non-business hours or days CCHS is closed. This per-trip fee shall be due and owing to CCHS if such trip is made, regardless of whether the animal's owner was located or request for pick-up was cancelled after the request for pick-up was made.

(8) The City of Lodi requests to be contacted for approval for pick-up of stray dogs and cats: YES  NO

(9) The City of Lodi requests to be contacted for approval before CCHS accepts stray dogs and cats as walk-ins from the municipality: YES  NO

If the municipality requires approval as set forth in either paragraph (7) or (8) above, please list **two** people who can be contacted for approval. This list must include people who are EASILY reached by phone. CCHS will attempt to get approval at all hours of the day and night. Should CCHS make an attempt to reach the people listed below and they are unavailable and do not answer our call, CCHS will accept the animal into our care and charge the municipality accordingly.

1. \_\_\_\_\_

2. \_\_\_\_\_

Dated this 23rd day of January, 2026

City of Lodi

W.A. R. Chief

COLUMBIA COUNTY HUMANE SOCIETY

\_\_\_\_\_  
Mae Friederich, Office Manager

**RESOLUTION 26-05**

**A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR THE  
HIGHLANDS OF RIDGESTONE - PHASE 2  
BETWEEN THE CITY OF LODI AND THE DEVELOPER**

**WHEREAS**, the Developer, Westview Development LLC, has interest in developing Highlands of Ridgestone - Phase 2, a residential subdivision plat; and

**WHEREAS**, the Developer is agreeing to certain obligations with regards to the City of Lodi in the Development Agreement (attached); and

**WHEREAS**, the City of Lodi is agreeing to certain obligations with regards to the Developer in the Development Agreement;

**NOW, THEREFORE BE IT RESOLVED** that the Development Agreement between the City of Lodi and Westview Development LLC, the Developer, is approved by the Common Council of the City of Lodi, Columbia County, Wisconsin.

Adopted this 17<sup>th</sup> day of February, 2026 by the Common Council of the City of Lodi, Wisconsin.

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Ann Groves Lloyd, Mayor

Attest: \_\_\_\_\_

Lanette Mayberry, Interim Clerk

## **DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made and entered into by and between Westview Development LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the “Developer”) and the City of Lodi, Wisconsin, a Wisconsin municipal corporation (hereinafter referred to as the “Municipality”).

### **RECITALS**

**WHEREAS**, the Developer wishes to develop the following real estate located within the City of Lodi:

Lots 73 through 85 of the plat of Highlands of Ridgestone – Phase 2 recorded with the Columbia County Register of Deeds on the \_\_\_day \_\_\_\_\_, 2026, in Volume \_\_\_\_\_ of Plats page(s) \_\_\_\_\_ as Document No \_\_\_\_\_, attached hereto as Exhibit A (hereafter referred to as the “Property”).

**WHEREAS**, Developer desires to develop the Property for residential purposes; and

**WHEREAS**, Municipality seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the Property and thereby to limit the harmful effects of substandard developments; and

**WHEREAS**, the applicable provisions of the Municipality’s ordinances require that provisions be made for the installation of various improvements required to serve the Property; and

**WHEREAS**, a purpose of this Agreement is to protect the Municipality from the cost of completing subdivision improvements itself and the Agreement is not executed for the benefit of material suppliers, laborers, or others providing work, services or material to the Property or for the benefit of lot, unit, or other real estate purchasers of Lots on the Property.

**WHEREAS**, a purpose of this Agreement includes but is not limited to the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs; and

**WHEREAS**, this Agreement is made for the mutual benefit of the Developer and the Municipality in order that land division requirements will be fully complied with.

**NOW THEREFORE**, the Developer and the Municipality agree as follows:

1. **Exhibits**. This Agreement incorporates the following documents relating to the Plat, all of which are incorporated herein as if fully set forth:

**EXHIBIT A:** The Plat of Highlands of Ridgestone- Phase 2.

**EXHIBIT B:** The Declaration of Covenants recorded with the Columbia County Register of Deeds on the \_\_day of \_\_\_\_\_, 2025 as Document No.

**EXHIBIT C:** Plans and specifications for the development of the Property as approved by the Municipality. Developer shall maintain one set of plans and specifications signed by the Municipal Engineer and the Director of Public Works on location, and no copies of unsigned plans or specifications are to be used for construction purposes or kept on site.

2. **Improvements**. The Developer shall construct and install, at its own expense, those on-site and off-site improvements required by this Agreement and Exhibits A - C (“the Improvements”). Developer’s obligation to complete the Improvements shall be independent of any obligations of the Municipality contained herein.

All improvements shall be constructed pursuant to the plans submitted by Developer (dated January 14, 2025) and approved by City’s consulting engineer on February 10, 2025.

3. **Contractors Engaged by Developer**. The Developer agrees to engage Contractors/Subcontractors acceptable to Municipal Engineer (all future references to Municipal Engineer shall also include the right to designate entities and/or individuals to act in the Municipal Engineer's place) for all construction included in this Agreement who shall perform such work to the standards of the Municipality and who shall comply with every requirement of the Municipality’s Municipal Code and standards in performing such work. The Developer shall furnish the Municipal Engineer with the names of all contractors and their subcontractors, with the classification of the work they will perform not less than 7 calendar days, prior to any work by the contractor or subcontractor beginning.

4. **Municipality Approval of Starting Dates**. Unless approved by separate agreement between Developer and Municipality, the Developer agrees that no work shall be scheduled

for the above-mentioned Improvements without the Municipal Engineer's approval of starting date and schedule which shall be submitted by the Developer for approval by the Municipal Engineer. No building permits shall be issued until all improvements set forth in Section 10 of this Agreement have been accepted by the Municipality.

5. **Change Order to Work.** The Developer agrees that the Municipality shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written Agreements between the Municipality and the Developer.
  
6. **Acceptance of Work.**
  - A. The Municipality shall inspect the Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes and, if acceptable to the Municipal Engineer, shall certify such Improvements as complying with the standards and specifications of the Municipality. Such inspection and certification, if appropriate, will occur within 14 days of written notice by the Developer that Developer desires to have the Municipality inspect an Improvement.
  
  - B. No improvement shall be dedicated to the public or accepted by the Municipality until such time the Developer requests in writing to the Municipal Clerk that a specific Improvement be accepted by the City as a public Improvement. The Developer agrees that the dedication of certain Improvements as public Improvements will not be accepted by the Municipality until said improvements have been inspected for compliance with local and state codes and to ensure that said improvement(s) is in good working order as certified by the Municipal Engineer, and furthermore until all outstanding Municipal incurred costs, including engineering, inspection charges and attorney fees indicated herein, have been paid in full and the Developer has certified in writing that all contractors and suppliers have been paid in full for all work and materials furnished under this Agreement.
  
  - C. The Developer agrees to provide for maintenance and repair of all Improvements until such Improvements are formally accepted by the Municipality by Resolution of the City Council.
  
  - D. The Municipality will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have 20 days from the issuance of such notice to correct or substantially correct the defect. The Municipality shall not declare a default under this Agreement during the 20-day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

E. Prior to final acceptance, the Developer shall provide Municipality with as-built plans. As-built plans shall be provided in both an electronic format and in hard copy. As-built plans in electronic format and readable by AutoCAD must be provided showing all horizontal and vertical locations of public sanitary, water, and storm water utilities i.e. manholes, hydrants, water main bends and tees, valves, sanitary and water lateral curb boxes, inlets, endwalls, etc. All vertical information shall be on NAVD88 datum. The profile drawings must also show the diameter, length, and slope of all pipes. In addition, Developer shall provide Municipality as-built-plans showing the finished surface elevations at all lot corners demonstrating positive drainage between lot corners, and also showing the finished surface elevation of all stormwater management ponds, swales and infiltration areas for the Phase in question. The horizontal location of all water and sewer services shall be located as follows:

- (1) Sewer laterals shall be located by the distance to the sewer 'wye' from the downstream manhole.
- (2) The ends of stubbed sewer laterals for future connection shall be located and the elevations determined and shown.
- (3) Water laterals shall be located by the distance from the nearest hydrant or valve on the main (whichever is closest) to the corporation stop.
- (4) The distance to the curb stop from the main shall also be provided. Any bends in the water main shall be indicated by the length from the nearest main-line valve. For mapping purposes, a single electronic point file of the entire development describing the as-built surface features of the new sanitary sewer, water system and storm sewer system, i.e. manholes, hydrants, water main bends, lateral curb boxes, valves, inlets, endwalls, etc., on the Columbia County Coordinate system must be provided. This point file must include northing, easting, elevation (NAVD88), and a point description. The Municipal Engineer can obtain the electronic file for the surface features, at the Developer's cost, when requested by either the Municipality or the Developer, provided that the Developer locates these features in the field. The Municipal Engineer will update all applicable Municipal maps and computer water and stormwater models. The cost of updating Municipal maps and computer water and stormwater models to incorporate this development shall be borne by the Developer.

All sanitary sewer mains shall be televised in accordance with the Municipality's standard specifications. A colored digital recording of the televising as well as a written report of the location of laterals and lengths of pipe shall be provided to the Municipality before final acceptance of the sewer.

7. **Time of Completion.** All work specified herein, except for the final finish course of asphalt, shall be completed by the Developer within 12 months of commencing construction. The date of commencing construction shall be determined by the Municipality and reduced to writing. The final course of asphalt shall be completed at such time as directed by sound construction management practices, as determined by Developer and the Municipal Engineer.
8. **Indemnification and Insurance Required of Private Contractors.** The Developer hereby expressly agrees to indemnify and hold the Municipality and its agents harmless in whole or in part from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work on the Property and elsewhere including damage caused by the Municipality's negligence as well as that of Developer or any contractor, pursuant to this Agreement. The Developer further agrees to aid and defend the Municipality or its agents (at no cost to the Municipality or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the Municipality.

The Developer shall require all Contractors engaged in the construction of the Improvements to comply with the Municipal requirements pertaining to damage claims, indemnification of the Municipality, and providing insurance coverages that are established by the Municipality. The Developer shall also require Contractors engaged in the construction of the Improvements to provide a current Certificate of Insurance to the Municipal Clerk showing insurance for all statutorily required coverage and naming the Municipality as an additional insured.

9. **Compliance with Law.** The Developer shall comply with all relevant laws, ordinances, and regulations in effect at the time of this Agreement when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to laws, ordinances and regulations that become effective after approval of this Agreement.
10. **Specifications for Improvements.** The Developer shall install the following Improvements:
  - A. **Grading, Erosion Control and Barricades:** The Developer shall obtain the approval of the Municipal Engineer for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. Separate approvals shall be obtained for each activity. The Developer shall adhere to conditions of the approval and grants the right-of-entry to the Property to designated personnel of the Municipality to inspect and monitor compliance with this requirement. Erosion Control measures shall comply with the Wisconsin Construction Site Best Management Practice Handbook.

Developer shall cause all lots to be graded so that water runs away from each building site toward public drainage facilities at a minimum grade of 2% so that the

lowest point of the building foundation opening fronting the street is a minimum of two feet above the lowest point of the adjacent curb.

Developer shall show the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any lot in the Project on the final recorded plat.

All fill used below building footprints and below roadways and utilities (and extending outward at a 1:1 slope) must be granular structural fill specifically approved by the Municipal Engineer for such purposes.

**B. Sanitary Sewer Facilities and Laterals:**

- (1) The Developer shall be solely responsible for extending the existing sanitary sewer main to the Property to provide adequate service to all lots on the Property. Developer shall also install one sanitary sewer lateral to a point 15 feet beyond the right of way line for each lot at a location to be approved by the Municipal Engineer. No installation of underground sewer facilities shall commence until plans and specifications have been approved by the Municipal Engineer and the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. The Municipal Engineer shall approve the actual location, size, and depth of the sanitary sewer facilities.
- (2) The sanitary sewer and any respective service laterals shall not be accepted until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk, respectively. (This is necessary to aid in determining the Sewer Utility's plant value.)
- (3) Use of or entering any confined spaces must utilize OSHA Confined Space Entry safety practices as required by OSHA. The same requirements shall apply to any spaces once they have been completed and accepted by the Municipality.

**C. Water Mains and Service Pipes:**

- (1) The Developer shall be responsible for extending the existing water main to serve all lots on the Property. The Developer shall also install any pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals as required by the plans, specifications, and requirements of the Municipality and approved by the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. Developer shall also install one water lateral to a point 15 feet beyond the right of way line for each lot at a location to be approved by the Municipal

Engineer. All materials used shall conform to the Municipal Standard Specifications for Water Main Construction.

- (2) The water main and any respective service laterals shall not be accepted until as-built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk. (This is necessary to aid in determining the Water Utility's plant value.) In addition, the water system installation shall not be accepted until two bacteriologically safe samples are obtained, 24 hours apart, by a certified agency testing at the Madison Board of Health. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the Municipality's acceptance.
- D. **Water and Light Utility:** The Developer shall provide for the installation of all light poles and fixtures, as directed by the Municipality.
- E. **Streets and Sidewalks:** The Developer is required to complete the installation of Ridgestone Drive and Highland Court as set forth on the Plat. The Developer is also required to install sidewalks on both sides of the street around the cul-de-sac as part of this Development.
- F. **Stormwater Management Structures:**
- (1) The Developer shall install all storm water management facilities for the Property including related storm water sewers required by Municipal Ordinance and the plans and specifications approved by the Municipal Engineer as set forth in Exhibit C.
  - (2) Where standards and/or specifications have not been established by the Municipality, all work shall be made in accordance with established engineering practices as designated and approved by the Municipal Engineer.
  - (3) Developer and Municipality acknowledge that a regional stormwater facilities have been constructed to adequately manage the stormwater from the Property and other surrounding properties. Developer shall take all steps necessary to tie in the stormwater management facilities for the Development to the regional facilities.
- G. **Survey Monuments.** Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to acceptance. Internal survey monuments shall be installed after the Public Improvements are completed. No building permits shall be issued until the Developer has completed the installation of survey monuments. All monuments shall also be marked with a steel fence post to aid in future locating efforts.

11. **Guarantee of the Work.** The Developer agrees to guarantee and warrant all work performed under this contract for a period of 14 months from the date of substantial completion of the public improvements completed by the Developer under this Agreement against defects in workmanship or materials. If any defect should appear during this guarantee period, the Developer shall make required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of Improvements on lands where the repairs or replacement is required. The surety as identified in Section 13 shall remain in force for a period equal to 14 months after the date the public improvements for which the security is provided are substantially completed. Upon substantial completion of the public improvements, the amount of security the Developer is required to provide shall be an amount equal to 10% of the total cost of the completed public improvements. For purposes of this section, “substantial completion” means the time the binder coat is installed on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, the time that 90% of the public improvements by cost are completed.

All guarantees or warranties for materials or workmanship which extend beyond the guarantee period shall be assigned by the Developer to the Municipality (as beneficiary).

12. **Administration Charges.** The Developer hereby agrees to pay all Municipal legal, engineering, and administrative fees associated with the consideration and approval of the Development, this Agreement, and any other issues associated with this Development. Said fees shall be payable to the Municipality within 30 business days of the Municipal Treasurer providing copies of any billing statement to the Developer. If said fees are not paid by Developer in the time schedule set forth, in addition to any other remedies available to the Municipality in law or equity, the Municipality may revoke its acceptance of this Agreement, post stop work orders preventing further construction of required improvements and enjoin the Developer from further construction hereunder until said fees are paid. Any costs incurred by the Municipality in enforcing this obligation shall be paid for by the Developer at the same time and in the same manner as other fees referred to in this section.

13. **Miscellaneous Provisions.**

A. **Surety.**

- (1) **Prior to Construction.** Upon approval of the Developer’s plans for construction of the Lots on the Property, the Developer shall file, subject to the approval of the Municipal Attorney, a performance bond, irrevocable letter of credit or any combination thereof in an amount equal to 120% of the estimate of the cost of all improvements being constructed for the Lots as determined by the Municipal Engineer; said filing of surety shall guarantee that such improvements will be completed by the Developer not later than 12 months from the date the Municipality gives its approval. If a certificate of deposit or certified check is posted as security, the instrument must be negotiable by the Municipality. If a letter of credit is posted as security, the Municipality must be the beneficiary, and the letter of credit shall remain in

effect until such time all improvements for the lots are completed pursuant to the provisions of this Section.

- (2) **During Construction.** As work progresses on installation of improvements constructed pursuant to the Developer's plans, the Municipal Engineer, upon written request from the Developer from time to time, is authorized to recommend to the Municipal Board, a reduction in the amount of surety as hereinafter provided. The Municipal Engineer shall make his recommendation to the Municipal Board within thirty (30) days of receiving a written request from the Developer to reduce the amount of the surety. When portions of construction (water, sanitary sewer, street, sidewalk, green way or other improvements) are completed by the Developer and determined acceptable by the Municipal Engineer, the Municipal Zoning Administrator is authorized, upon submission of lien waivers by the Developer's contractors, to reduce the amount of surety. The amount of surety remaining shall never be less than 110% of the estimate of the Municipal Engineer of the cost of work remaining to be completed and accepted for the phase, and to ensure performance of the 14-month guarantee as specified in Section H above against defects in workmanship and materials on work accepted.

**B. Landscaping.**

- (1) The Developer shall landscape all right-of-way and public land with topsoil, seed and mulch as required by the Municipal Engineer. If any landscaping should die within 1 year of final acceptance of the street improvements, the Developer shall be responsible for replacing the dead landscaping.
- (2) The Developer shall install within a year of roadway completion the required street trees as identified in Exhibit C and in accordance with Section 300-25 of the Municipal Subdivision Ordinance.
- (3) Developer's landscaping plan shall be consistent with Section 340-93 of the Municipal Zoning Code. The Exhibit B Covenants shall be consistent with Section 340-93 of the Municipal Zoning Code and shall require each Lot Owner to install at least two canopy or deciduous trees at least 2" - 2.5" in diameter and three shrubs not less than 24" in height for each lot. All other unpaved areas of each lot are required to use a ground cover of (i) seed or sod, (ii) woodchips or other permanent mulch bordered with timbers or other permanent edging, or (iii) other landscape plant material maintained and well-tended in an aesthetically pleasing manner.
- (4) Developer shall be responsible for reimbursing the Municipality for the expense incurred in mapping the installation of street trees to the City system. Developer shall reimburse City within 30 days of being presented with an invoice from the City for this service.

14. **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement no vested rights in connection with this project shall inure to the Developer. Nor does the Municipality warrant by this Agreement that the Developer is entitled to any other approvals.
15. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this Agreement be deemed a waiver of any default or defaults of the same type. The Municipality's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.
16. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the Municipality and the Developer.
17. **Default.** A default is defined herein as the breach of, or failure to comply with, any of the terms of this Agreement by Developer. The Municipality reserves to itself any remedies to it available under law. Remedies shall include, but not be limited to, stopping the construction on the Property, prohibiting future construction on the Property, and prohibiting the transfer or sale of the Property.
18. **Entire Agreement.** This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the Municipality.
19. **Attorney's Fees.** If any party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the non-prevailing party in the litigation, arbitration, or mediation shall pay all of prevailing party's costs including reasonable attorney's fees and expert witness fees.
20. **Time.** For computing the commencement, abandonment, and completion periods, and time periods for Municipality action, such times in which war, civil disasters, act of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Municipality from performing its obligations under the Agreement.
21. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
22. **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the Municipality. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also

shall be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Municipality to assign its rights under this Agreement.

- 23. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the Municipality's sovereign immunity under applicable law.
- 24. **Notice.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer:	Westview Development, LLC c/o Ben and Debbie Larrabee W10440 County Road K Lodi, WI 53555	
If to Municipality:	City of Lodi Attn: Clerk 130 S. Main Street Lodi, WI 53555	Paul A. Johnson, City Attorney P. O. Box 256 Lodi, WI 53555

- 25. **Recordation.** The Municipality may record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds office. All cost of recording shall be paid by the Developer.
- 26. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by any party to this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Columbia County. The parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal.
- 27. **Effective Date.** This Agreement shall be effective as of the date and year first written above.

**CITY OF LODI, WISCONSIN**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Ann Groves Lloyd, Mayor

By: \_\_\_\_\_  
Lanette Mayberry, Clerk

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

**WESTVIEW DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Ben Larrabee, Authorized Member

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

**AUTHENTICATION:**

The signatures of Ann Groves Lloyd, Lanette Mayberry, and Ben Larrabee, in their capacities indicated are hereby authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Attorney Paul A. Johnson  
SBN. 1021492

This Instrument was drafted by:

City Atty. Paul A. Johnson

PO Box 256

Lodi WI 53555

**RESOLUTION 26-06**

**A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR THE TERRACE VISTA PHASE 3 BETWEEN THE CITY OF LODI AND THE DEVELOPER**

**WHEREAS**, the Developer, Westview Development LLC, has interest in developing Terrace Vista Phase 3, a residential subdivision plat; and

**WHEREAS**, the Developer is agreeing to certain obligations with regards to the City of Lodi in the Development Agreement (attached); and

**WHEREAS**, the City of Lodi is agreeing to certain obligations with regards to the Developer in the Development Agreement;

**NOW, THEREFORE BE IT RESOLVED** that the Development Agreement between the City of Lodi and Westview Development LLC, the Developer, is approved by the Common Council of the City of Lodi, Columbia County, Wisconsin.

Adopted this 17<sup>th</sup> day of February, 2026 by the Common Council of the City of Lodi, Wisconsin.

---

Ann Groves Lloyd, Mayor

Attest: \_\_\_\_\_  
Lanette Mayberry, Interim Clerk

## **DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made and entered into by and between Westview Development LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the “Developer”) and the City of Lodi, Wisconsin, a Wisconsin municipal corporation (hereinafter referred to as the “Municipality”).

### **RECITALS**

**WHEREAS**, the Developer wishes to develop the following real estate located within the City of Lodi:

Lots 56 through 60 of the plat of Terrace Vista – Phase 3 recorded with the Columbia County Register of Deeds on the \_\_\_ day \_\_\_\_\_, 2026, in Volume \_\_\_\_\_ of Plats page(s) \_\_\_\_\_ as Document No \_\_\_\_\_, attached hereto as Exhibit A (hereafter referred to as the “Property”).

**WHEREAS**, Developer desires to develop the Property for residential purposes; and

**WHEREAS**, Municipality seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the Property and thereby to limit the harmful effects of substandard developments; and

**WHEREAS**, the applicable provisions of the Municipality’s ordinances require that provisions be made for the installation of various improvements required to serve the Property; and

**WHEREAS**, a purpose of this Agreement is to protect the Municipality from the cost of completing subdivision improvements itself and the Agreement is not executed for the benefit of material suppliers, laborers, or others providing work, services or material to the Property or for the benefit of lot, unit, or other real estate purchasers of Lots on the Property.

**WHEREAS**, a purpose of this Agreement includes but is not limited to the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs; and

**WHEREAS**, this Agreement is made for the mutual benefit of the Developer and the Municipality in order that land division requirements will be fully complied with.

**NOW THEREFORE**, the Developer and the Municipality agree as follows:

1. **Exhibits.** This Agreement incorporates the following documents relating to the Property, all of which are incorporated herein as if fully set forth:

**EXHIBIT A:** The Plat of Terrace Vista Phase 3.

**EXHIBIT B:** The Declaration of Covenants recorded with the Columbia County Register of Deeds on the \_\_\_\_day of \_\_\_\_\_, 2025 as Document No. \_\_\_\_\_.

**EXHIBIT C:** Plans and specifications for the development of the Property as approved by the Municipality. Developer shall maintain one set of plans and specifications signed by the Municipal Engineer and the Director of Public Works on location, and no copies of unsigned plans or specifications are to be used for construction purposes or kept on site.

2. **Improvements.** The Developer shall construct and install, at its own expense, those on-site and off-site improvements required by this Agreement and Exhibits A — C (“the Improvements”). Developer’s obligation to complete the Improvements shall be independent of any obligations of the Municipality contained herein.

All improvements shall be constructed pursuant to the plans submitted by Developer (dated January 14, 2025) and approved by City’s consulting engineer on February 10, 2025.

3. **Contractors Engaged by Developer.** The Developer agrees to engage Contractors/Subcontractors acceptable to Municipal Engineer (all future references to Municipal Engineer shall also include the right to designate entities and/or individuals to act in the Municipal Engineer's place) for all construction included in this Agreement who shall perform such work to the standards of the Municipality and who shall comply with every requirement of the Municipality's Municipal Code and standards in performing such work. The Developer shall furnish the Municipal Engineer with the names of all contractors and their subcontractors, with the classification of the work

they will perform not less than 7 calendar days, prior to any work by the contractor or subcontractor beginning.

4. **Municipality Approval of Starting Dates.** Unless approved by separate agreement between Developer and Municipality, the Developer agrees that no work shall be scheduled for the above-mentioned Improvements without the Municipal Engineer's approval of starting date and schedule which shall be submitted by the Developer for approval by the Municipal Engineer. No building permits shall be issued until all improvements set forth in Section 10 of this Agreement have been accepted by the Municipality.
5. **Change Order to Work.** The Developer agrees that the Municipality shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written Agreements between the Municipality and the Developer.
6. **Acceptance of Work.**
  - A. The Municipality shall inspect the Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes and, if acceptable to the Municipal Engineer, shall certify such Improvements as complying with the standards and specifications of the Municipality. Such inspection and certification, if appropriate, will occur within 14 days of written notice by the Developer that Developer desires to have the Municipality inspect an Improvement.
  - B. No improvement shall be dedicated to the public or accepted by the Municipality until such time the Developer requests in writing to the Municipal Clerk that a specific Improvement be accepted by the City as a public Improvement. The Developer agrees that the dedication of certain Improvements as public Improvements will not be accepted by the Municipality until said Improvements have been inspected for compliance with local and state codes and to ensure that said improvement(s) is in good working order as certified by the Municipal Engineer, and furthermore until all outstanding Municipal incurred costs, including engineering, inspection charges and attorney fees indicated herein, have been paid in full and the Developer has certified in writing that all contractors and suppliers have been paid in full for all work and materials furnished under this Agreement.
  - C. The Developer agrees to provide for maintenance and repair of all Improvements until such Improvements are formally accepted by the Municipality by Resolution of the City Council.
  - D. The Municipality will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have 20 days from the issuance of such notice to correct or

substantially correct the defect. The Municipality shall not declare a default under this Agreement during the 20-day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

E. Prior to final acceptance, the Developer shall provide Municipality with as-built plans. As-built plans shall be provided in both an electronic format and in hard copy. As-built plans in electronic format and readable by AutoCAD must be provided showing all horizontal and vertical locations of public sanitary, water, and storm water utilities i.e. manholes, hydrants, water main bends and tec's, valves, sanitary and water lateral curb boxes, inlets, endwalls, etc. All vertical information shall be on NAVD88 datum. The profile drawings must also show the diameter, length, and slope of all pipes. In addition, Developer shall provide Municipality as-built-plans showing the finished surface elevations at all lot corners demonstrating positive drainage between lot corners, and also showing the finished surface elevation of all stormwater management ponds, swales and infiltration areas for the Phase in question. The horizontal location of all water and sewer services shall be located as follows:

- (1) Sewer laterals shall be located by the distance to the sewer 'wye' from the downstream manhole.
- (2) The ends of stubbed sewer laterals for future connection shall be located and the elevations determined and shown.
- (3) Water laterals shall be located by the distance from the nearest hydrant or valve on the main (whichever is closest) to the corporation stop.
- (4) The distance to the curb stop from the main shall also be provided.

Any bends in the water main shall be indicated by the length from the nearest main-line valve. For mapping purposes, a single electronic point file of the entire development describing the as-built surface features of the new sanitary sewer, water system and storm sewer system, i.e. manholes, hydrants, water main bends, lateral curb boxes, valves, inlets, endwalls, etc., on the Columbia County Coordinate system must be provided. This point file must include northing, easting, elevation (NAVD88), and a point description. The Municipal Engineer can obtain the electronic file for the surface features, at the Developer's cost, when requested by either the Municipality or the Developer, provided that the Developer locates these features in the field. The Municipal Engineer will update all applicable Municipal maps and computer water and stormwater models. The cost of updating Municipal maps and computer

water and stormwater models to incorporate this development shall be borne by the Developer.

All sanitary sewer mains shall be televised in accordance with the Municipality's standard specifications. A colored digital recording of the televising as well as a written report of the location of laterals and lengths of pipe shall be provided to the Municipality before final acceptance of the sewer.

7. **Time of Completion.** All work specified herein, except for the final finish course of asphalt, shall be completed by the Developer within 12 months of commencing construction. The date of commencing construction shall be determined by the Municipality and reduced to writing. The final course of asphalt shall be completed at such time as directed by sound construction management practices, as determined by Developer and the Municipal Engineer.
8. **Indemnification and Insurance Required of Private Contractors.** The Developer hereby expressly agrees to indemnify and hold the Municipality and its agents harmless in whole or in part from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work on the Property and elsewhere including damage caused by the Municipality's negligence as well as that of Developer or any contractor, pursuant to this Agreement. The Developer further agrees to aid and defend the Municipality or its agents (at no cost to the Municipality or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the Municipality.

The Developer shall require all Contractors engaged in the construction of the Improvements to comply with the Municipal requirements pertaining to damage claims, indemnification of the Municipality, and providing insurance coverages that are established by the Municipality. The Developer shall also require Contractors engaged in the construction of the Improvements to provide a current Certificate of Insurance to the Municipal Clerk showing insurance for all statutorily required coverage and naming the Municipality as an additional insured.

9. **Compliance with Law.** The Developer shall comply with all relevant laws, ordinances, and regulations in effect at the time of this Agreement when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to laws, ordinances and regulations that become effective after approval of this Agreement.
10. **Specifications for Improvements.** The Developer shall install the following Improvements:
  - A. **Grading, Erosion Control and Barricades:** The Developer shall obtain the approval of the Municipal Engineer for erosion and runoff control measures as

required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. Separate approvals shall be obtained for each activity. The Developer shall adhere to conditions of the approval and grants the right-of-entry to the Property to designated personnel of the Municipality to inspect and monitor compliance with this requirement. Erosion Control measures shall comply with the Wisconsin Construction Site Best Management Practice Handbook.

Developer shall cause all lots to be graded so that water runs away from each building site toward public drainage facilities at a minimum grade of 2% so that the lowest point of the building foundation opening fronting the street is a minimum of two feet above the lowest point of the adjacent curb.

Developer shall show the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any lot in the Project on the final recorded plat.

All fill used below building footprints and below roadways and utilities (and extending outward at a 1:1 slope) must be granular structural fill specifically approved by the Municipal Engineer for such purposes.

**B. Sanitary Sewer Facilities and Laterals:**

- (1) The Developer shall be solely responsible for extending the existing sanitary sewer main to the Property to provide adequate service to all lots on the Property. Developer shall also install one sanitary sewer lateral to a point 15 feet beyond the north easement line for each lot at a location to be approved by the Municipal Engineer. No installation of underground sewer facilities shall commence until plans and specifications have been approved by the Municipal Engineer and the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. The Municipal Engineer shall approve the actual location, size, and depth of the sanitary sewer facilities.
- (2) The sanitary sewer and any respective service laterals shall not be accepted until as-built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk, respectively. (This is necessary to aid in determining the Sewer Utility's plant value.)
- (3) Use of or entering any confined spaces must utilize OSHA Confined Space Entry safety practices as required by OSHA. The same requirements shall apply on any spaces once they have been completed and accepted by the Municipality.

C. **Water Mains and Service Pipes:**

- (1) The Developer shall be responsible for extending the existing water main to serve all lots on the Property. The Developer shall also install any pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals as required by the plans, specifications, and requirements of the Municipality and approved by the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. Developer shall also install one water lateral to a point 15 feet beyond the north easement line for each lot at a location to be approved by the Municipal Engineer. All materials used shall conform to the Municipal Standard Specifications for Water Main Construction.
- (2) The water main and any respective service laterals shall not be accepted until as-built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk. (This is necessary to aid in determining the Water Utility's plant value.) In addition. The water system installation shall not be accepted until two bacteriologically safe samples are obtained, 24 hours apart, by a certified agency testing at the Madison Board of Health. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the Municipality's acceptance.

D. **Water and Light Utility:** The Developer shall provide for the installation of all light poles and fixtures, as directed by the Municipality.

E. **Streets and Sidewalks:** The Developer is required to complete the installation of the pedestrian path and trail as set forth on the Plat.

F. **Stormwater Management Structures:**

- (1) The Developer shall install all storm water management facilities for the Property including related storm water sewers required by Municipal Ordinance and the plans and specifications approved by the Municipal Engineer as set forth in Exhibit C.
- (2) Where standards and/or specifications have not been established by the Municipality, all work shall be made in accordance with established engineering practices as designated and approved by the Municipal Engineer.
- (3) Developer and Municipality acknowledge that a regional stormwater facilities have been constructed to adequately manage the stormwater from the Property and other surrounding properties. Developer shall take

all steps necessary to tie in the stormwater management facilities for the Development to the regional facilities.

G. **Survey Monuments.** Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to acceptance. Internal survey monuments shall be installed after the Public Improvements are completed. No building permits shall be issued until the Developer has completed the installation of survey monuments. All monuments shall also be marked with a steel fence post to aid in future locating efforts.

H. **Trail Path and Private Access Easement.**

(1) As set forth on the Plat, there is a Private Access Easement to provide access to the Lots from Sauk Street and to provide the primary means of access to each Lot. Developer shall prepare an access and Utility easement for the benefit of the Lots within the Plat and the easement shall be made acceptable to the Municipal Attorney and recorded with the Columbia County Register of Deeds prior to occupancy permits being issued.

(2) A 10' wide trail easement is identified over lots 56 through 60 of the plat. Developer shall provide the initial pavement of the trail easement over lots 56 through 60 to the specifications of the Municipality. The trail will be paved after the initial construction/installation of gas laterals to avoid cutting into the path for each installation.

11. **Guarantee of the Work.** The Developer agrees to guarantee and warrant all work performed under this contract for a period of 14 months from the date of substantial completion of the public improvements completed by the Developer under this Agreement against defects in workmanship or materials. If any defect should appear during this guarantee period, the Developer shall make required replacement or acceptable repairs of the defective work at its own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of Improvements on lands where the repairs or replacement is required. The surety as identified in Section 13 shall remain in force for a period equal to 14 months after the date the public improvements for which the security is provided are substantially completed. Upon substantial completion of the public improvements, the amount of security the Developer is required to provide shall be an amount equal to 10% of the total cost of the completed public improvements. For purposes of this section, "substantial completion" means the time the binder coat is installed on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, the time that 90% of the public improvements by cost are completed.

All guarantees or warranties for materials or workmanship which extend beyond the guarantee period shall be assigned by the Developer to the Municipality (as beneficiary).

12. **Administration Charges.** The Developer hereby agrees to pay all Municipal legal, engineering, and administrative fees associated with the consideration and approval of the Development, this Agreement, and any other issues associated with this Development. Said fees shall be payable to the Municipality within 30 business days of the Municipal Treasurer providing copies of any billing statement to the Developer. If said fees are not paid by Developer in the time schedule set forth, in addition to any other remedies available to the Municipality in law or equity, the Municipality may revoke its acceptance of this Agreement, post stop work orders preventing further construction of required improvements and enjoin the Developer from further construction hereunder until said fees are paid. Any costs incurred by the Municipality in enforcing this obligation shall be paid for by the Developer at the same time and in the same manner as other fees referred to in this section.

13. **Miscellaneous Provisions.**

A. **Surety.**

- (1) **Prior to Construction.** Upon approval of the Developer's plans for construction of the Lots on the Property, the Developer shall file, subject to the approval of the Municipal Attorney, a performance bond, irrevocable letter of credit or any combination thereof in an amount equal to 120% of the estimate of the cost of all improvements being constructed for the Lots as determined by the Municipal Engineer; said filing of surety shall guarantee that such improvements will be completed by the Developer not later than 12 months from the date the Municipality gives its approval. If a certificate of deposit or certified check is posted as security, the instrument must be negotiable by the Municipality. If a letter of credit is posted as security, the Municipality must be the beneficiary, and the letter of credit shall remain in effect until such time all improvements for the lots are completed pursuant to the provisions of this Section.
- (2) **During Construction.** As work progresses on installation of improvements constructed pursuant to the Developer's plans, the Municipal Engineer, upon written request from the Developer from time to time, is authorized to recommend to the Municipal Board, a reduction in the amount of surety as hereinafter provided. The Municipal Engineer shall make his recommendation to the Municipal Board within thirty (30) days of receiving a written request from the Developer to reduce the amount of the surety. When portions of construction (water, sanitary sewer, street, sidewalk, green way or other improvements) are completed by the Developer and determined acceptable by the Municipal Engineer, the Municipal Zoning Administrator is authorized, upon submission of

lien waivers by the Developer's contractors, to reduce the amount of surety. The amount of surety remaining shall never be less than 110% of the estimate of the Municipal Engineer of the cost of work remaining to be completed and accepted for the phase, and to ensure performance of the 14-month guarantee as specified in Section H above against defects in workmanship and materials on work accepted.

**B. Landscaping.**

- (1) The Developer shall landscape all right-of-way and public land with topsoil, seed and mulch as required by the Municipal Engineer. If any landscaping should die within 1 year of final acceptance of the street improvements, the Developer shall be responsible for replacing the dead landscaping.
- (2) The Developer shall regrade and plant grass in the center island of Mariahwynn Terrace within one year of the Development Agreement effective date.
- (3) Developer's landscaping plan shall be consistent with Section 340-93 of the Municipal Zoning Code. The Exhibit B Covenants shall be consistent with Section 340-93 of the Municipal Zoning Code and shall require each Lot Owner to install at least two canopy or deciduous trees at least 2" - 2.5" in diameter and three shrubs not less than 24" in height for each lot. All other unpaved areas of each lot are required to use a ground cover of (i) seed or sod, (ii) woodchips or other permanent mulch bordered with timbers or other permanent edging, or (iii) other landscape plant material maintained and well-tended in an aesthetically pleasing manner.
- (4) Developer shall be responsible for reimbursing the Municipality for the expense incurred in mapping the installation of street trees to the City system. Developer shall reimburse City within 30 days of being presented with an invoice from the City for this service.

**14. No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement no vested rights in connection with this project shall inure to the Developer. Nor does the Municipality warrant by this Agreement that the Developer is entitled to any other approvals.

**15. No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this Agreement be deemed a waiver of any default or defaults of the same type. The Municipality's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.

16. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the Municipality and the Developer.
17. **Default.** A default is defined herein as the breach of, or failure to comply with, any of the terms of this Agreement by Developer. The Municipality reserves to itself any remedies to it available under law. Remedies shall include, but not be limited to, stopping the construction on the Property, prohibiting future construction on the Property, and prohibiting the transfer or sale of the Property.
18. **Entire Agreement.** This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the Municipality.
19. **Attorney's Fees.** If any party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the non-prevailing party in the litigation, arbitration, or mediation shall pay all of prevailing party's costs including reasonable attorney's fees and expert witness fees.
20. **Time.** For computing the commencement, abandonment, and completion periods, and time periods for Municipality action, such times in which war, civil disasters, act of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Municipality from performing its obligations under the Agreement.
21. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
22. **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the Municipality. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Municipality to assign its rights under this Agreement.
23. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the Municipality's sovereign immunity under applicable law.
24. **Notice.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested.

- 25. **Recordation.** The Municipality may record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds office. All cost of recording shall be paid by the Developer.
- 26. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by any party to this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Columbia County. The parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal.
- 27. **Effective Date.** This Agreement shall be effective as of the date and year first written above.

**CITY OF LODI, WISCONSIN**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Ann Groves Lloyd, Mayor

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Lanette Mayberry, Clerk

**WESTVIEW DEVELOPMENT, LLC**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Ben Larrabee, Authorized Member

**AUTHENTICATION:**

The signatures of Ann Groves Lloyd, Lanette Mayberry, and Ben Larrabee, in their capacities indicated are hereby authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
 Attorney Paul A. Johnson  
 SBN. 1021492

This Instrument was drafted by:

City Atty. Paul A. Johnson  
 PO Box 256  
 Lodi WI 53555

**RESOLUTION 26-07**

**RESOLUTION APPROVING PROPOSAL FOR A  
FINANCIAL MANAGEMENT PLAN WITH EHLERS & ASSOCIATES**

**WHEREAS**, the City of Lodi is responsible for maintaining the fiscal stability and the long-term financial health of the municipality; and

**WHEREAS**, the City has determined that the development of a financial management plan will support improved long-term financial forecasting, financial planning, and capital planning; and

**WHEREAS**, Ehlers is a qualified financial management firm with experience in providing financial analysis, planning, and advisory services to public-sector entities; and

**WHEREAS**, the City of Lodi Committee of the Whole has reviewed the proposal submitted by Ehlers and determined that the proposed 2026 Financial Management Plan is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Lodi Common Council hereby approves the proposal for 2026 Financial Management Plan with Ehlers as presented and authorizes the City Administrator to sign the proposal.

Adopted by the Common Council of the City of Lodi, Wisconsin, on this 17<sup>th</sup> day of February, 2026.

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Ann Groves Lloyd, Mayor

Attest: \_\_\_\_\_  
Lanette Mayberry, Interim City Clerk

January 9, 2026

Jennifer Sweeney, Interim Administrator  
City of Lodi, Wisconsin  
130 S Main St  
Lodi, WI 53555-1119

Re: Written Municipal Advisor Client Disclosure with the City of Lodi (“Client”) for 2026 Financial Management Plan (“Project” Pursuant to MSRB Rule G-42)

Dear Jennifer:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in [Appendix A](#) attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within [Appendix B](#) attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates

A handwritten signature in black ink, appearing to read 'Greg Johnson', written over a horizontal line.

Greg Johnson  
Senior Municipal Advisor/Vice President

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## Appendix A

### DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

#### Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

## Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

## Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

## MSRB Contact Information

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

## Appendix B

### WI FINANCIAL MANAGEMENT PLAN (FMP)

#### Scope Of Service

Client has requested that Ehlers & Associates to prepare a Financial Management Plan (“Project”). Ehlers & Associates proposes and agrees to provide the following scope of services:

#### Confirm Planning Objectives

- Prior to commencing the work, we will review our approach with Client staff to ensure that we have a full understanding of the Client’s objectives, any areas of concern or focus, and desired process outcomes. If necessary, we can modify our Scope of Services to meet specific Client needs.

#### Gather Required Information

- To complete our work, we will need to gather certain information which may include prior year audits and budgets (generally five years); current year budget; capital improvement plans; existing debt service schedules and allocations; strategic planning documents; staffing plans; and policies pertaining to fund balance, debt management; post-issuance compliance and financial management (Ehlers & Associates may already have some or all this information on file).

#### Prepare Financial Model

- Based on the Client’s objectives and the information available, we will prepare a Client-specific Excel based financial planning model that includes:
  - ✓ **Valuation Forecast.** We will project growth in equalized value based on historical valuation trends, and anticipated potential for and timing of new development based on Client input. If applicable, “TID IN” and “TID OUT” forecasts will be provided. The impact of TID closure will be considered based on Client direction. One or more potential growth scenarios may be modeled based on Client’s objectives.
  - ✓ **Fund Forecasts.** We will forecast revenues and expenditures for the following funds based on prior year budgetary trends. Based on the Client’s objectives and the information available to us, one or more alternate fund forecasts may be developed to reflect adjustments to service levels and staffing.
    - General Fund
    - Debt Service Fund

- Library Fund
  - Pool Fund
  - Capital Improvement Fund
  - Water Utility Fund (cash flow model to be updated from the 2025 Conventional Water Rate Case)
  - Sanitary Sewer Utility Fund
- ✓ **Capital Planning Model.** Using Client’s capital improvement plans, we will prepare one or more models identifying funding sources for identified projects. Fund balances, tax levy, debt proceeds, and annual revenues will be evaluated as funding sources.
  - ✓ **Debt Model.** We will prepare a current debt service schedule including projected debt abatement sources and tax levy requirements. To the extent that debt financing is required for capital improvement projects, the projected impact of that financing will be modeled. The model will also forecast debt limit capacity utilization and the projected impact of future debt obligations on selected debt profile indicators (for General Obligation debt).
  - ✓ **Consolidated Tax Levy and Rate Projection Model.** A summary forecast will be provided projecting the future tax levy that would be required to support the General Fund, Capital Projects Fund, Debt Service Fund, and other levy supported funds. Based on the valuation projection model, a forecasted equalized tax rate will be provided. Future levy requirements will be tested against applicable levy and rate limits. A similar summary forecast will be provided for any enterprise funds included in the model and will include a projection of any additional revenue requirements needed to support the forecast.

### **Conduct Governing Body Workshops**

- A total of 2 workshops will be conducted concurrently with development of the financial model. The purpose of the workshops will be to present key data, observations, findings, alternatives, and recommendations, and to seek input of Governing Body members and key staff at periodic intervals before the model is finalized. Specific workshop dates, and the points at which they occur in the process, will be established in consultation with the Client based on the objectives of Client, the availability of the Governing Body and key staff, and the availability of information needed to complete the plan. Workshop duration is typically two hours, with three-to-four-week intervals between workshops. Workshops are generally more effective when held independent of other Governing Body meetings.

## **Final Report**

- Following completion of the model and workshops, we will prepare a summary report/presentation that includes and explains all primary elements of the forecast model. The report will include a summary of key observations and recommendations. If applicable, we will recommend modifications to existing Client policies pertaining to fund balance, debt management, post-issuance compliance and financial management.

## **Compensation**

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers & Associates in the amount of \$13,500.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers & Associates will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$175.00/hour and not to exceed \$400.00/hour.

## **Payment For Services**

For all compensation due to Ehlers & Associates, we will invoice Client for the amount due at the completion of the work. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

**RESOLUTION 26-08**

**RESOLUTION APPROVING PROPOSAL FOR A  
2026 SEWER (WASTEWATER) RATE STUDY WITH  
EHLERS & ASSOCIATES**

**WHEREAS**, there is a financial need for the sewer (wastewater) utility to obtain a rate case study; and

**WHEREAS**, a proposal was received from Ehlers and Associates to perform a Sewer Rate Study; and

**WHEREAS**, the City of Lodi Committee of the Whole has reviewed and recommended approval of the proposal;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Lodi Common Council hereby approves the proposal for 2026 Sewer Rate Case Study as presented and authorizes the City Administrator to sign the proposal.

Adopted by the Common Council of the City of Lodi, Wisconsin, on this 17<sup>th</sup> day of February, 2026.

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Ann Groves Lloyd, Mayor

Attest: \_\_\_\_\_  
Lanette Mayberry, Interim City Clerk

January 12, 2026

Proposal to Provide a Sewer Rate Study for the:

# City of Lodi, WI



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Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

Advisor(s):

Kayla Thorpe  
*Municipal Advisor*  
Casey Griffiths  
*Senior Financial Specialist*

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# Transmittal Letter

January 12, 2026

## Re: Proposal to Provide a Sewer Rate Study to the City of Lodi, WI

Dear Jennifer,

We are pleased to present this proposal to the City of Lodi. We believe our expertise and reputation, our dedication to proactive client service, and our unique project approach provide a compelling relationship option for the City to consider.

For more than 60 years, Ehlers has helped its municipal clients build strong and vibrant communities through its municipal advisory services. The following qualitative factors separates us from competing firms:

**Expertise.** Ehlers has staff dedicated to the specialized work of completing utility rate studies. We serve clients across Wisconsin and throughout the upper Midwest. **In the last five years, our firm has completed over 90 utility rate studies.**

**Accessible Team Players.** We are responsive to our clients by meeting short deadlines and assigning more than one Municipal Advisor to each client to ensure we meet their needs. Our process is flexible and designed to avoid delays and facilitate decision-making.

**Client-First Values.** Ehlers prides itself on transparent communication, proactive service, and an unwavering dedication to deploying client resources most efficiently and effectively. At the core, we will provide the City with ongoing dialogue and idea-sharing, independent analysis, customized sewer rate options, and a competitive, value-oriented fee structure.

Thank you for including us in this process. We appreciate your consideration and look forward to discussing how Ehlers can best serve the City of Lodi.

Respectfully submitted,



Kayla Thorpe  
Municipal Advisor  
262-796-6197



Casey Griffiths  
*Senior Financial Specialist*  
262-796-6198



## Scope of Service - Sewer Utility Rate Study

The project team proposes to undertake the following steps for the Sewer utility. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussions essential to setting utility rates with confidence and accuracy. Ehlers proposes and agrees to provide the following scope of services for the sewer utility rate study (“Study”):

### Phase I – Information Request, Review, and Long-Range Cash Flow Analysis

- Under this phase we will assess the need for a Sewer Rate study using a long-range cash flow analysis. This analysis will make projections on future operation expenses, future capital funding, and identify future rate increases.
- Prepare a cash flow analysis for the previous 5 years and next 10 years including the test year. The analysis will include:
  - Actual (for the past 5 years) and budgeted revenues and expenses based upon the work completed in Phase I above.
  - Development of annual operating expenses for the utility using an assumed rate of inflation based on historical expenses and discussions with staff.
  - Actual annual debt service expenses for existing utility debt.
  - The development of preliminary financing plans for planned capital improvement expenses including the use of cash vs. debt financing.
  - The planned debt service for the sewer utility upgrades taking into consideration available and minimum recommended reserves, existing debt, and existing revenue bond covenants if applicable.
  - Project out revenues and identify projected user rate increases to meet all financial obligations of each utility in future years.
  - Use benchmarking analysis to put forth a plan for fiscal sustainability. Using key metrics established by rating agencies, creditors, underwriters, and the PSC, create a plan that focuses on self-sustaining rates.
  - Determine an initial rate adjustment based on existing cash flow analysis through Budget Year 2026.
  - User Rate Comparison
    - Develop a comparison of existing and proposed user rates for example properties by customer class.
    - Develop a comparison of existing and proposed user rates to other communities.
- To complete this phase Ehlers will need to request and review the following:



- Current schedule of sewer rates.
- Annual audits for the past five years. (We have this information on file).
- Year to date actual expenses and revenues.
- Latest line-item budget.
- Current annual debt service schedules for existing utility debt. (We have this information on file).
- Any available capital improvement plan documents.
- **Draft Report**
  - Meet with municipal staff virtually (phone or web-based service) to discuss initial findings
- **Final Report and Presentation**
  - Prepare a report including all project tables and a brief presentation describing the findings and recommendations of the LRCFA.
  - Review the report with staff and make any appropriate changes.
  - Prepare a final report and submit via PDF or paper copy
  - Prepare and be available for one (1) presentation of the report and findings to the Common Council or other designated governing body.
- **Implementation**
  - Assist utility in determining implementation date
  - Provide updated rate schedules for implementation
  - Discuss proper implementation process as it relates to the municipality's ordinance

### **Phase II - Utility Rate Study (as necessary)**

- Under this phase we will complete the Sewer Rate Study. This analysis will include:
  - Development of Revenue Requirements
    - Based on the available budget, debt and asset detail, develop the revenue requirements for the utility under the cash based or utility-based method.
  - Cost of Service Study
    - Allocate the revenue requirements for the test year to the appropriate utility functions.
  - Rate Design



- Calculate the user rates for all customer classes based on the revenue requirements allocated to each utility function divided by the appropriate billable units.
- Create a cash flow analysis for the test year to ensure that the calculated user rates will meet the cash flow needs of the utility.
- User Rate Comparison
  - Develop a comparison of existing and proposed user rates for example properties by customer class.
  - Develop a comparison of existing and proposed user rates to other communities.
- To complete this phase Ehlers will need to request and review the following:
  - As applicable, detailed sewer billing records for the past 3 years showing:
    - billed consumption by customer class and rate block
    - number of customers by class and meter size (if billed by meter size).
  - Billing records for all high strength industrial waste customers of the utility showing the amount of excess loadings by type by month or quarter for the past 3 years.
  - Total Inflow at the wastewater treatment plant (or master meter to regional plant) for the previous 3 calendar years 2022-2025.
  - Any available information on upcoming developments and population growth over the study planning period that would increase the customer base and usage, or conversely any information on customers reducing usage or moving out of the municipality.
  - Current number of un-metered customers within the utility, if any.
  - Current depreciation rates depreciation schedule including accumulated depreciation.
  - Copy of current sewer service agreement(s) with governmental and/or private entities.

### **Phase III – Report, Presentation(s), & Implementation (as necessary)**

- Draft Report
  - Meet with municipal staff virtually (phone or web-based service) to discuss initial findings
- Final Report and Presentation
  - Prepare a report including all project tables and a brief executive summary describing the findings and recommendations of the study.
  - Review the report with staff and make any appropriate changes.



- Prepare a final report and submit via PDF or paper copy
- Prepare and be available for one (1) presentation of the report and findings to the Common Council or other designated governing body.
- **Implementation**
  - Assist utility in determining implementation date
  - Provide updated rate schedules and sample resolution for implementation
  - Discuss proper implementation process as it relates to the municipality’s ordinance

## Compensation

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers as follows based on the following Scope of Service Events:

Phase	Scope of Service Event	Fee
I	LRCFA Delivered to Client	Included in FMP
II	Sewer Rate Study (as necessary)*	\$ 8,525
III	Final Report & Implementation (as necessary)*	\$ 2,500
	<b>All Phases Total</b>	<b>\$ 11,025</b>

\*As necessary. Phase I may indicate the remainder of the Study is not needed. In the event the Client determines not to proceed with additional Phases Ehlers will send the invoice for Phases completed. In the event Client determines not to proceed with the Study once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers & Associates will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour. This may include for example, additional scenarios for the Long-Range Cash Flow Analysis.

## Payment for Services

Ehlers will invoice Client after the completion of each Scope of Service Event noted above. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

## Client Engagement

If the City finds this proposal suitable, please take the appropriate action and/or governing body approval. Please inform us of the decision and we will provide our required disclosures for signature.

**RESOLUTION 26-09**

**A RESOLUTION APPROVING THE RECLASSIFICATION OF THE  
CURRENT POLICE SERGEANT POSITION TO POLICE LIEUTENANT**

**WHEREAS**, the City of Lodi Police Department currently has a Police Sergeant, and

**WHEREAS**, the City of Lodi Committee of the Whole met in closed session on February 3, 2026 pursuant to Wis. Stat. sec. 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (Reclassification of Sergeant position); and

**WHEREAS**, this closed session discussion resulted in the Police Sergeant being reclassified as a Police Lieutenant.

**NOW THEREFORE BE IT RESOLVED** that the Common Council of the City of Lodi hereby approves the change of the current Police Sergeant position being reclassified as a Police Lieutenant at the rate of pay as agreed upon in closed session.

Adopted by the Common Council of the City of Lodi, Wisconsin, on this 17th day of February, 2026.

\_\_\_\_\_  
Ann Groves Lloyd, Mayor

Attest: \_\_\_\_\_  
Lanette Mayberry, Interim City Clerk

**RESOLUTION 26-10**

**TO AWARD BID TO S & L UNDERGROUND, INC. FOR THE  
2026 STREET & UTILITY IMPROVEMENTS – FAIR STREET**

**WHEREAS**, the City of Lodi solicited bids for the City of Lodi 2026 Fair Street & Utility Improvement Project; and

**WHEREAS**, City Engineer (Town & Country Engineering, Inc.) facilitated the bid process, collecting various bids; and

**WHEREAS**, the lowest bidder is S & L Underground, Inc. with a total bid of \$2,900,549.90; and

**WHEREAS**, the Committee of the Whole reviewed the circumstances at the February 3, 2026 meeting and recommended the project be awarded to S & L Underground, Inc.

**NOW THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Lodi, Wisconsin, hereby accepts and approves the base bid from S & L Underground, Inc., plus alternate bid #1, alternate bid #2 and supplemental bids in the amount of \$2,900,549.90.00 for the Fair Street & Utility Improvement Project.

Adopted by the Common Council of the City of Lodi, Wisconsin, this 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Ann Groves Lloyd, Mayor

Attest: \_\_\_\_\_  
Lanette Mayberry, Interim Clerk

January 22, 2026

Attention:

Subject: Analysis of Bids and Recommendation for Award of Contracts; 2026 Street & Utility Improvements – Fair Street; City of Lodi

Bid Deadline: January 22, 2026 at 2:00 p.m. local time

Ladies and Gentlemen:

The purpose of this letter is to analyze the bids received for the 2026 Street & Utility Improvements project and to recommend award of a contract. This project involves street reconstruction, storm sewer upgrades and underground utility replacement on Fair Street. The scope of work includes replacement of underground utilities (water, sanitary and storm sewer), as well as reconstruction of curb & gutter, sidewalk, crushed aggregate base course, asphalt pavement, retaining wall reconstruction, and the construction of a parking lot in Goeres Park, and culvert replacement and asphalt pavement pulverization and replacement with shouldering on the portion of Fair Street that extends through the Town of Lodi to CTH J. Alternate bids are for construction of a new asphalt path and retaining wall in Goeres Park, construction of two accessible viewing platforms overlooking the baseball fields at Goeres Park, and an add/deduct to have the City close the pool at the end of July instead of the end of August, and supplemental items for removal of unsuitable trench backfill, dewatering, property corner replacement, abandon existing sanitary sewer main and manhole, sanitary sewer cleanout, and a split rail fence.

The pre-bid estimate for the base bid was \$2,918,950.50. Twenty-three general contractors, subcontractors, and material suppliers requested sets of the plans, specifications and bidding documents. Three contractors submitted bids.

A summary of the bids is as follows:

<b>Contractor</b>	<b>Base Bid</b>	<b>Alt. 1</b>	<b>Alt. 2</b>	<b>Alt. 3</b>	<b>Supplemental Bid Total</b>
S & L Underground, Inc.	\$2,727,770.40	\$65,995.00	\$20,000.00	\$1.00	\$86,784.50
A-1 Excavating LLC	\$3,383,515.00	\$77,200.00	\$60,000.00	\$(6,000.00)	\$151,950.00
Fischer Excavating, Inc.	\$3,819,409.80	\$97,550.00	\$80,000.00	\$(2,000.00)	\$159,570.51

All of the bids were properly submitted.

The low bidder, using the base bid only, the base bid and alternate bids, or the base bid, alternate bids and supplemental bid is S & L Underground, Inc. of Lodi, Wisconsin, an experienced utility and street contractor that completed a similar projects for the City of Lodi. The bid prices are lower than the original budget. We recommend that S & L Underground, Inc. be awarded a contract for the base bid, plus alternate bid #1, alternate bid #2, and supplemental bids, if the budgets allow, for a total of \$2,900,549.90.

Below is a summary of the total departmental costs for all items:

<b>Water Total</b>	<b>Sanitary Total</b>	<b>Storm total</b>	<b>Street Total</b>	<b>Township Total</b>
<b>\$649,616.55</b>	<b>\$979,671.05</b>	<b>\$95,235.20</b>	<b>\$1,036,479.42</b>	<b>\$139,548.68</b>

The above total for the township is based on an assumed cost share. These values may change once the final cost sharing agreement is in place. This will be a unit price contract. That is, the contractor will be paid for the work actually performed on the basis on the unit prices bid. This means that the final line item costs could be either greater than or less than the bid totals. Also, unexpected conditions are sometimes encountered which result in increased project costs. Therefore, it would be wise to continue to carry the recommended 10% contingency.

If you have any questions with respect to our thoughts on this matter, I am available at your convenience to discuss them with you.

Respectfully,  
TOWN & COUNTRY ENGINEERING, INC.

Christian Reid, P.E.  
Project Engineer

CJR:sai  
J:\JOB#S\Lodi\LOD-04-M4 Fair Street Improvements\10. Construction\Bidding\Recommendation Ltr.docx

**BID TABULATION**

Project: 2026 Street & Utility Improvements – Fair Street; City of Lodi  
 Engineer's Project Number: LOD 04 Bid Deadline: January 22, 2026 at 2:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		S & L Underground, Inc.		A-1 Excavating LLC		Fischer Excavating, Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>BASE BID - Water</b>											
1.	10" PVC Water Main	564	lin. ft.	\$ 125.00	\$ 70,500.00	\$ 100.00	\$ 56,400.00	\$ 200.00	\$ 112,800.00	\$ 101.00	\$ 56,964.00
2.	8" PVC Water Main	1,720	lin. ft.	\$ 110.00	\$ 189,200.00	\$ 61.50	\$ 105,780.00	\$ 169.00	\$ 290,680.00	\$ 94.00	\$ 161,680.00
3.	6" PVC Water Main and Hydrant Leads	176	lin. ft.	\$ 95.00	\$ 16,720.00	\$ 64.50	\$ 11,352.00	\$ 90.00	\$ 15,840.00	\$ 78.00	\$ 13,728.00
4.	10" Gate Valves and Boxes	4	each	\$ 4,500.00	\$ 18,000.00	\$ 4,616.00	\$ 18,464.00	\$ 4,590.00	\$ 18,360.00	\$ 5,303.00	\$ 21,212.00
5.	8" Gate Valves and Boxes	12	each	\$ 4,000.00	\$ 48,000.00	\$ 3,338.00	\$ 40,056.00	\$ 3,220.00	\$ 38,640.00	\$ 3,626.00	\$ 43,512.00
6.	6" Gate Valves and Boxes	6	each	\$ 2,500.00	\$ 15,000.00	\$ 2,543.00	\$ 15,258.00	\$ 2,330.00	\$ 13,980.00	\$ 2,823.00	\$ 16,938.00
7.	Hydrants	6	each	\$ 7,000.00	\$ 42,000.00	\$ 6,432.00	\$ 38,592.00	\$ 7,000.00	\$ 42,000.00	\$ 7,024.00	\$ 42,144.00
8.	1" Corporation Stops	13	each	\$ 750.00	\$ 9,750.00	\$ 777.00	\$ 10,101.00	\$ 450.00	\$ 5,850.00	\$ 729.00	\$ 9,477.00
9.	1" Curb Stops	13	each	\$ 750.00	\$ 9,750.00	\$ 708.40	\$ 9,209.20	\$ 550.00	\$ 7,150.00	\$ 663.00	\$ 8,619.00
10.	1" HDPE Water Service	500	lin. ft.	\$ 55.00	\$ 27,500.00	\$ 48.40	\$ 24,200.00	\$ 77.00	\$ 38,500.00	\$ 63.00	\$ 31,500.00
11.	Existing Lateral Reconnections	13	each	\$ 750.00	\$ 9,750.00	\$ 1,156.00	\$ 15,028.00	\$ 800.00	\$ 10,400.00	\$ 550.00	\$ 7,150.00
12.	Existing Main Reconnection	6	each	\$ 300.00	\$ 1,800.00	\$ 7,850.80	\$ 47,104.80	\$ 4,000.00	\$ 24,000.00	\$ 3,892.00	\$ 23,352.00
<b>BASE BID - Sewer</b>											
13.	24" PVC SDR 35 Sanitary Sewer	455	lin. ft.	\$ 290.00	\$ 131,950.00	\$ 178.10	\$ 81,035.50	\$ 302.00	\$ 137,410.00	\$ 686.00	\$ 312,130.00
14.	24" PVC SDR 26 Sanitary Sewer	1,400	lin. ft.	\$ 300.00	\$ 420,000.00	\$ 260.00	\$ 364,000.00	\$ 314.00	\$ 439,600.00	\$ 680.00	\$ 952,000.00
15.	8" PVC SDR 35 Sanitary Sewer	80	lin. ft.	\$ 110.00	\$ 8,800.00	\$ 112.60	\$ 9,008.00	\$ 123.00	\$ 9,840.00	\$ 117.00	\$ 9,360.00
16.	10" PVC SDR 35 Sanitary Sewer	10	lin. ft.	\$ 125.00	\$ 1,250.00	\$ 239.00	\$ 2,390.00	\$ 188.00	\$ 1,880.00	\$ 128.00	\$ 1,280.00
17.	Sanitary Manhole Castings	12	each	\$ 2,500.00	\$ 30,000.00	\$ 912.00	\$ 10,944.00	\$ 1,500.00	\$ 18,000.00	\$ 1,473.00	\$ 17,676.00
18.	48" Drop Manhole Masonry	11	vert. ft.	\$ 500.00	\$ 5,500.00	\$ 700.00	\$ 7,700.00	\$ 740.00	\$ 8,140.00	\$ 2,638.00	\$ 29,018.00
19.	60" Drop Manhole Masonry	11	vert. ft.	\$ 750.00	\$ 8,250.00	\$ 700.00	\$ 7,700.00	\$ 1,215.00	\$ 13,365.00	\$ 2,322.00	\$ 25,542.00
20.	48" Standard Sanitary Manhole Masonry	112	vert. ft.	\$ 1,000.00	\$ 112,000.00	\$ 352.00	\$ 39,424.00	\$ 590.00	\$ 66,080.00	\$ 261.00	\$ 29,232.00
21.	60" Standard Sanitary Manhole Masonry	54	vert. ft.	\$ 1,250.00	\$ 67,500.00	\$ 1,350.00	\$ 72,900.00	\$ 1,070.00	\$ 57,780.00	\$ 1,026.00	\$ 55,404.00
22.	24" x 6" Sanitary Sewer Wyes	11	each	\$ 250.00	\$ 2,750.00	\$ 5,150.00	\$ 56,650.00	\$ 4,530.00	\$ 49,830.00	\$ 5,945.00	\$ 65,395.00
23.	6" PVC Sanitary Laterals	250	lin. ft.	\$ 55.00	\$ 13,750.00	\$ 136.80	\$ 34,200.00	\$ 95.00	\$ 23,750.00	\$ 158.00	\$ 39,500.00
24.	Sanitary Tracer Wire Boxes	11	each	\$ 350.00	\$ 3,850.00	\$ 401.00	\$ 4,411.00	\$ 100.00	\$ 1,100.00	\$ 716.00	\$ 7,876.00
<b>BASE BID - Storm</b>											
25.	12" CL IV RCP Storm Sewer	80	lin. ft.	\$ 125.00	\$ 10,000.00	\$ 80.15	\$ 6,412.00	\$ 196.00	\$ 15,680.00	\$ 119.00	\$ 9,520.00
26.	18" CL III RCP Storm Sewer	45	lin. ft.	\$ 155.00	\$ 6,975.00	\$ 180.00	\$ 8,100.00	\$ 199.00	\$ 8,955.00	\$ 150.00	\$ 6,750.00
26A	15" CL IV RCP Storm Sewer	38	lin. ft.	\$ 135.00	\$ 5,130.00	\$ 93.90	\$ 3,568.20	\$ 199.00	\$ 7,562.00	\$ 116.00	\$ 4,408.00
26B	24" CL III RCP Storm Sewer	10	lin. ft.	\$ 175.00	\$ 1,750.00	\$ 142.50	\$ 1,425.00	\$ 218.00	\$ 2,180.00	\$ 303.00	\$ 3,030.00
27.	30" CL III RCP Storm Sewer	100	lin. ft.	\$ 225.00	\$ 22,500.00	\$ 136.10	\$ 13,610.00	\$ 165.00	\$ 16,500.00	\$ 160.00	\$ 16,000.00
28.	24" x 36" Storm Sewer Rectangular Catch Basins with Castings	8	each	\$ 4,500.00	\$ 36,000.00	\$ 3,912.00	\$ 31,296.00	\$ 4,715.00	\$ 37,720.00	\$ 4,134.00	\$ 33,072.00
29.	5' Storm Sewer Manhole Inlet with Casting	4	each	\$ 6,500.00	\$ 26,000.00	\$ 6,696.00	\$ 26,784.00	\$ 7,615.00	\$ 30,460.00	\$ 7,052.00	\$ 28,208.00
30.	15" Concrete Endwall	2	each	\$ 5,000.00	\$ 10,000.00	\$ 2,020.00	\$ 4,040.00	\$ 2,500.00	\$ 5,000.00	\$ 880.00	\$ 1,760.00

**BID TABULATION**

Project: 2026 Street & Utility Improvements – Fair Street; City of Lodi  
 Engineer's Project Number: LOD 04 Bid Deadline: January 22, 2026 at 2:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		S & L Underground, Inc.		A-1 Excavating LLC		Fischer Excavating, Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>BASE BID - Street</b>											
31.	Erosion Control	1	lump sum	\$ 15,000.00	\$ 15,000.00	\$ 8,960.00	\$ 8,960.00	\$ 8,000.00	\$ 8,000.00	\$ 3,850.00	\$ 3,850.00
32.	Traffic Control	1	lump sum	\$ 20,000.00	\$ 20,000.00	\$ 17,008.00	\$ 17,008.00	\$ 15,000.00	\$ 15,000.00	\$ 4,900.00	\$ 4,900.00
33.	Excavation/ Fill to Subgrade	1	lump sum	\$ 119,287.00	\$ 119,287.00	\$ 432,331.00	\$ 432,331.00	\$ 538,955.00	\$ 538,955.00	\$ 256,000.00	\$ 256,000.00
34.	Excavation and Disposal of Bad Subbase Below Subgrade	1,850	cu. yds.	\$ 25.00	\$ 46,250.00	\$ 20.00	\$ 37,000.00	\$ 24.00	\$ 44,400.00	\$ 29.00	\$ 53,650.00
35.	3" Breaker Run and Replacement of Excavation of Bad Subbase Below Subgrade	10,100	tons	\$ 20.00	\$ 202,000.00	\$ 14.00	\$ 141,400.00	\$ 22.00	\$ 222,200.00	\$ 20.00	\$ 202,000.00
36.	¾" Crushed Aggregate Base Course	6,000	tons	\$ 20.00	\$ 120,000.00	\$ 15.50	\$ 93,000.00	\$ 22.00	\$ 132,000.00	\$ 25.00	\$ 150,000.00
37.	Sawcutting Existing Concrete and Asphalt Pavements	200	lin. ft.	\$ 5.00	\$ 1,000.00	\$ 3.00	\$ 600.00	\$ 6.00	\$ 1,200.00	\$ 2.25	\$ 450.00
38.	30" Concrete Curb & Gutter	4,250	lin. ft.	\$ 25.00	\$ 106,250.00	\$ 20.35	\$ 86,487.50	\$ 23.00	\$ 97,750.00	\$ 21.30	\$ 90,525.00
39.	6" Thick Concrete Sidewalk and Driveway Approaches	1,650	sq. ft.	\$ 10.00	\$ 16,500.00	\$ 6.06	\$ 9,999.00	\$ 7.50	\$ 12,375.00	\$ 11.00	\$ 18,150.00
40.	4" Thick Concrete Sidewalk	7,500	sq. ft.	\$ 8.00	\$ 60,000.00	\$ 5.56	\$ 41,700.00	\$ 7.00	\$ 52,500.00	\$ 10.00	\$ 75,000.00
41.	6' Wide Concrete Step with Handrail	125	tread ft.	\$ 125.00	\$ 15,625.00	\$ 144.00	\$ 18,000.00	\$ 220.00	\$ 27,500.00	\$ 280.00	\$ 35,000.00
42.	Truncated Dome Panels	100	sq. ft.	\$ 60.00	\$ 6,000.00	\$ 45.45	\$ 4,545.00	\$ 48.00	\$ 4,800.00	\$ 45.00	\$ 4,500.00
43.	Topsoil Restoration, Seeding, Fertilizing & Mulching	9,800	sq. yds.	\$ 8.00	\$ 78,400.00	\$ 5.50	\$ 53,900.00	\$ 0.01	\$ 98.00	\$ 6.00	\$ 58,800.00
44.	2" Hot-Mix Asphalt Surface Course, Type 5 LT	1,400	tons	\$ 100.00	\$ 140,000.00	\$ 73.23	\$ 102,522.00	\$ 74.00	\$ 103,600.00	\$ 73.00	\$ 102,200.00
45.	2" Hot-Mix Asphalt Lower Course, Type 4 LT	1,400	tons	\$ 100.00	\$ 140,000.00	\$ 71.72	\$ 100,408.00	\$ 73.00	\$ 102,200.00	\$ 72.00	\$ 100,800.00
46.	Clean & Tack	11,050	sq. yds.	\$ 0.40	\$ 4,420.00	\$ 0.16	\$ 1,768.00	\$ 0.30	\$ 3,315.00	\$ 0.15	\$ 1,657.50
47.	2" Hot-Mix Asphalt Paving and Driveways	450	sq. yds.	\$ 30.00	\$ 13,500.00	\$ 19.19	\$ 8,635.50	\$ 25.00	\$ 11,250.00	\$ 15.00	\$ 6,750.00
48.	Segmental Block Retaining Wall	750	face ft.	\$ 75.00	\$ 56,250.00	\$ 65.00	\$ 48,750.00	\$ 72.00	\$ 54,000.00	\$ 82.00	\$ 61,500.00
49.	Excavation and Fill at Restroom Wall	1	lump sum	\$ 50,000.00	\$ 50,000.00	\$ 11,250.00	\$ 11,250.00	\$ 2,000.00	\$ 2,000.00	\$ 27,951.00	\$ 27,951.00
50.	Pavement Marking	1	lump sum	\$ 25,000.00	\$ 25,000.00	\$ 5,675.00	\$ 5,675.00	\$ 6,666.00	\$ 6,666.00	\$ 5,619.00	\$ 5,619.00
51.	Gravel Shoulder	525	lin. ft.	\$ 10.00	\$ 5,250.00	\$ 1.90	\$ 997.50	\$ 2.00	\$ 1,050.00	\$ 9.00	\$ 4,725.00

**BID TABULATION**

Project: 2026 Street & Utility Improvements – Fair Street; City of Lodi  
 Engineer's Project Number: LOD 04 Bid Deadline: January 22, 2026 at 2:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		S & L Underground, Inc.		A-1 Excavating LLC		Fischer Excavating, Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>BASE BID - Parking Lot</b>											
52.	Site Grading	1	lump sum	\$ 5.00	\$ 5.00	\$ 32,922.00	\$ 32,922.00	\$ 36,000.00	\$ 36,000.00	\$ 43,723.00	\$ 43,723.00
53.	Excavation and Disposal of Bad Subbase Below Subgrade	500	cu. yds.	\$ 25.00	\$ 12,500.00	\$ 22.60	\$ 11,300.00	\$ 30.00	\$ 15,000.00	\$ 30.00	\$ 15,000.00
54.	3" Breaker Run and Replacement of Excavation of Bad Subbase Below Subgrade	1,400	tons	\$ 20.00	\$ 28,000.00	\$ 14.00	\$ 19,600.00	\$ 25.00	\$ 35,000.00	\$ 20.00	\$ 28,000.00
55.	¾" Crushed Aggregate Base Course	1,275	tons	\$ 20.00	\$ 25,500.00	\$ 15.20	\$ 19,380.00	\$ 25.00	\$ 31,875.00	\$ 24.00	\$ 30,600.00
56.	3" Hot-Mix Asphalt Surface Course, Type 4 LT	550	tons	\$ 100.00	\$ 55,000.00	\$ 80.81	\$ 44,445.50	\$ 83.00	\$ 45,650.00	\$ 74.00	\$ 40,700.00
57.	Mobilization/Bonds/Insurance	1	lump sum	\$ 1,000.00	\$ 1,000.00	\$ 35,093.00	\$ 35,093.00	\$ 5,500.00	\$ 5,500.00	\$ 30,941.00	\$ 30,941.00
<b>BASE BID - Township Roadway</b>											
58.	Performance & Payment Bonds	1	lump sum		\$ 5,000.00	\$ 1,437.00	\$ 1,437.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00
59.	Mobilization	1	lump sum		\$ 10,000.00	\$ 2,940.00	\$ 2,940.00	\$ 18,000.00	\$ 18,000.00	\$ 19,417.00	\$ 19,417.00
60.	Traffic Control & Signage	1	lump sum		\$ 2,000.00	\$ 200.00	\$ 200.00	\$ 5,000.00	\$ 5,000.00	\$ 200.00	\$ 200.00
61.	Excavation Below Subgrade (Excavation Only)	400	cu. yds.		\$ 7,200.00	\$ 19.60	\$ 7,840.00	\$ 25.00	\$ 10,000.00	\$ 29.00	\$ 11,600.00
62.	Base Aggregate Dense - EBS Replacement (3" Breaker Run)	840	tons		\$ 16,800.00	\$ 13.30	\$ 11,172.00	\$ 20.00	\$ 16,800.00	\$ 20.00	\$ 16,800.00
63.	Finish Grading In Preparation of Paving	3,870	sq. yds.		\$ 5,805.00	\$ 1.30	\$ 5,031.00	\$ 1.00	\$ 3,870.00	\$ 2.00	\$ 7,740.00
64.	Seal Finished Pavement	3,870	sq. yds.		\$ 5,031.00	\$ 3.68	\$ 14,241.60	\$ 4.00	\$ 15,480.00	\$ 3.64	\$ 14,086.80
65.	HMA Pavement, Upper Layer 2" thickness (5 LT 58-28 S)	460	tons		\$ 34,500.00	\$ 71.11	\$ 32,710.60	\$ 73.00	\$ 33,580.00	\$ 68.00	\$ 31,280.00
66.	HMA Pavement, Lower Layer 2" thickness (4 LT 58-28 S)	460	tons		\$ 33,120.00	\$ 69.19	\$ 31,827.40	\$ 71.00	\$ 32,660.00	\$ 67.00	\$ 30,820.00
67.	HMA Pavement, 5 LT 58-28 S - 2" (Driveways)	200	tons		\$ 32,000.00	\$ 121.21	\$ 24,242.00	\$ 123.00	\$ 24,600.00	\$ 182.00	\$ 36,400.00
68.	Clean and Sweep Asphalt	3,870	sq. yds.		\$ 774.00	\$ 0.20	\$ 774.00	\$ 0.40	\$ 1,548.00	\$ 0.05	\$ 193.50
69.	Asphalt Tack Coat	3,870	sq. yds.		\$ 967.50	\$ 0.16	\$ 619.20	\$ 0.40	\$ 1,548.00	\$ 1.00	\$ 3,870.00
70.	Base Aggregate Dense - 3/4" Aggregate (Shoulders)	200	tons		\$ 3,600.00	\$ 16.30	\$ 3,260.00	\$ 24.00	\$ 4,800.00	\$ 35.00	\$ 7,000.00
71.	Compact & Shape Shoulder Material	3,050	lin. ft.		\$ 3,050.00	\$ 0.97	\$ 2,958.50	\$ 1.00	\$ 3,050.00	\$ 8.00	\$ 24,400.00
72.	Base Aggregate Dense - 3/4" (Driveways)	60	tons		\$ 1,260.00	\$ 29.00	\$ 1,740.00	\$ 26.00	\$ 1,560.00	\$ 35.00	\$ 2,100.00
73.	Pulverize & Relay Asphalt Pavement	3,870	sq. yds.		\$ 3,096.00	\$ 2.00	\$ 7,740.00	\$ 3.00	\$ 11,610.00	\$ 13.00	\$ 50,310.00
74.	Remove Existing Storm Sewer Pipe	108	lin. ft.		\$ 1,620.00	\$ 23.00	\$ 2,484.00	\$ 20.00	\$ 2,160.00	\$ 42.00	\$ 4,536.00
75.	18" CMP Storm Sewer Pipe	39	lin. ft.		\$ 975.00	\$ 67.60	\$ 2,636.40	\$ 116.00	\$ 4,524.00	\$ 126.00	\$ 4,914.00

**BID TABULATION**

Project: 2026 Street & Utility Improvements – Fair Street; City of Lodi  
 Engineer's Project Number: LOD 04 Bid Deadline: January 22, 2026 at 2:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		PRE-BID ESTIMATE		S & L Underground, Inc.		A-1 Excavating LLC		Fischer Excavating, Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
76.	18" Metal End Section	2	each		\$ 1,200.00	\$ 495.00	\$ 990.00	\$ 400.00	\$ 800.00	\$ 677.00	\$ 1,354.00
77.	21" x 15" CMP Storm Sewer Pipe	28	lin. ft.		\$ 840.00	\$ 73.00	\$ 2,044.00	\$ 118.00	\$ 3,304.00	\$ 128.00	\$ 3,584.00
78.	21" x 15" Metal End Section	1	each		\$ 700.00	\$ 486.00	\$ 486.00	\$ 380.00	\$ 380.00	\$ 656.00	\$ 656.00
79.	21" CMP Storm Sewer Pipe	45	lin. ft.		\$ 1,350.00	\$ 73.00	\$ 3,285.00	\$ 121.00	\$ 5,445.00	\$ 107.00	\$ 4,815.00
80.	21" Metal End Section	2	each		\$ 1,300.00	\$ 516.00	\$ 1,032.00	\$ 430.00	\$ 860.00	\$ 480.00	\$ 960.00
81.	Sawcut Pavement	420	lin. ft.		\$ 2,100.00	\$ 3.00	\$ 1,260.00	\$ 6.00	\$ 2,520.00	\$ 2.25	\$ 945.00
	<b>BASE BID TOTAL</b>				\$ 2,918,950.50		\$ 2,727,770.40		\$ 3,383,515.00		\$ 3,819,409.80
<b>ALTERNATE BID NO. 1 - ASPHALT PATH</b>											
A1-1	Segmental Block Retaining Wall	850	face ft.	\$ 60.00	\$ 51,000.00	\$ 65.00	\$ 55,250.00	\$ 72.00	\$ 61,200.00	\$ 102.00	\$ 86,700.00
A1-2	8' Wide Asphalt Path	400	sq. yds.	\$ 30.00	\$ 12,000.00	\$ 17.30	\$ 6,920.00	\$ 25.00	\$ 10,000.00	\$ 14.00	\$ 5,600.00
A1-3	¾" Crushed Aggregate Base Course	150	tons	\$ 20.00	\$ 3,000.00	\$ 25.50	\$ 3,825.00	\$ 40.00	\$ 6,000.00	\$ 35.00	\$ 5,250.00
	<b>ALTERNATE BID NO. 1 TOTAL</b>				\$ 66,000.00		\$ 65,995.00		\$ 77,200.00		\$ 97,550.00
<b>ALTERNATE BID NO. 2 - ASSESSIBLE VIEWING AREAS</b>											
A2-1	Accessible Viewing Area # 1	1	lump sum	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
A2-2	Accessible Viewing Area # 2	1	lump sum	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
	<b>ALTERNATE BID NO. 2 TOTAL</b>				\$ 20,000.00		\$ 20,000.00		\$ 60,000.00		\$ 80,000.00
<b>ALTERNATE BID NO. 3 - CLOSE POOL</b>											
A3-1	Add/Deduct - Close Pool the Last Sunday in July	1	lump sum	\$ (2,500.00)	\$ (2,500.00)	\$ 1.00	\$ 1.00	\$ (6,000.00)	\$ (6,000.00)	\$ (2,000.00)	\$ (2,000.00)
<b>SUPPLEMENTAL BID ITEMS</b>											
S1.	Removal of Unsuitable Trench Backfill	2,500	cu. yds. in trench	\$ 25.00	\$ 62,500.00	\$ 20.00	\$ 50,000.00	\$ 46.00	\$ 115,000.00	\$ 54.00	\$ 135,000.00
S2.	Dewatering	4,750	trench ft.	\$ 15.00	\$ 71,250.00	\$ 0.01	\$ 47.50	\$ 1.00	\$ 4,750.00	\$ 0.01	\$ 47.50
S3.	Property Corner Replacement	26	each	\$ 1,000.00	\$ 26,000.00	\$ 50.00	\$ 1,300.00	\$ 100.00	\$ 2,600.00	\$ 50.00	\$ 1,300.00
S4.	Abandon Existing Sanitary Sewer Main	300	lin. ft.	\$ 5.00	\$ 1,500.00	\$ 6.70	\$ 2,010.00	\$ 30.00	\$ 9,000.00	\$ 27.00	\$ 8,100.00
S5.	Abandon Existing Sanitary Manhole	1	each	\$ 500.00	\$ 500.00	\$ 732.00	\$ 732.00	\$ 2,000.00	\$ 2,000.00	\$ 1,580.00	\$ 1,580.00
S6.	Sanitary Sewer Cleanout	1	lump sum	\$ 1,000.00	\$ 1,000.00	\$ 1,170.00	\$ 1,170.00	\$ 5,000.00	\$ 5,000.00	\$ 2,863.00	\$ 2,863.00
S7.	4" Tall Split Rail Fence	120	lin. ft.	\$ 10.00	\$ 1,200.00	\$ 35.00	\$ 4,200.00	\$ 105.00	\$ 12,600.00	\$ 89.00	\$ 10,680.00
	Temporary Sewer Bypassing	1	lump sum	\$ 75,000.00	\$ 75,000.00	\$ 27,325.00	\$ 27,325.00	\$ 1,000.00	\$ 1,000.00	\$ 0.01	\$ 0.01
	<b>SUPPLEMENTAL BID TOTAL</b>				\$ 238,950.00		\$ 86,784.50		\$ 151,950.00		\$ 159,570.51

RESOLUTION 26-11

RESOLUTION AUTHORIZING THE REDEMPTION OF CERTAIN OF THE  
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018B,  
DATED APRIL 12, 2018

WHEREAS, the City of Lodi, Columbia County, Wisconsin (the "City") has outstanding its General Obligation Corporate Purpose Bonds, Series 2018B, dated April 12, 2018 (the "2018B Bonds");

WHEREAS, the Common Council has determined that it is necessary and desirable to call the 2018B Bonds maturing or subject to mandatory redemption in the years 2029 through 2033 for redemption on April 1, 2026 with funds of the City on hand;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City, that the 2018B Bonds maturing or subject to mandatory redemption in the years 2029 through 2033 are called for prior payment on April 1, 2026 at the price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Bond Trust Services Corporation, fiscal agent for the 2018B Bonds, to cause timely notice of redemption, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Further, the City Clerk shall cause the funds necessary to redeem the 2018B Bonds to be provided to The Depository Trust Company.

Adopted, approved and recorded February 17, 2026.

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Ann Groves Lloyd  
Mayor

ATTEST:

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Lanette Mayberry  
Interim City Clerk

(SEAL)

EXHIBIT A

NOTICE OF PARTIAL CALL\*

CITY OF LODI  
COLUMBIA COUNTY, WISCONSIN  
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018B  
DATED APRIL 12, 2018

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on April 1, 2026 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2030	\$120,000**	3.20%	540380JB9
04/01/2033	190,000	3.50	540380JE3

Upon presentation and surrender of said Bonds to Bond Trust Services Corporation, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on April 1, 2026.

By Order of the  
Common Council  
City of Lodi  
City Clerk

Dated \_\_\_\_\_  
\_\_\_\_\_

\* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to April 1, 2026. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to April 1, 2026 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

\*\*Represents a portion of the principal amount outstanding of this maturity. Pursuant to the redemption resolution, the City of Lodi, Wisconsin hereby directs that the principal amount redeemed shall be credited as follows: \$60,000 to the 2029 mandatory redemption payment and \$60,000 to the 2030 mandatory redemption payment of the 2030 maturity.



3. **Notification of Media.** On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at approximately \_\_\_\_\_ o'clock \_\_.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the \_\_\_\_\_, or, if none exists, to a news medium (County, City, etc.)

likely to give notice in the area.

4. **Open Meeting Law Compliance.** Said meeting was a \_\_\_\_\_ meeting of the (regular, special, adjourned annual, etc.) \_\_\_\_\_ which was called, noticed, held and (County Board, Common Council, etc.) conducted in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and State statutes.

\_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_  
Name:  
Title:

(SEAL)

(Note: Questions regarding this form or open meeting law compliance generally should be directed to local counsel or Quarles & Brady LLP.)