



**PUBLIC NOTICE**

**Common Council Regular Meeting**

**Tuesday, August 01, 2023 at 5:30 PM**

**City Hall Council Chambers, 100 E Fountain St,**

**Dodgeville, WI**

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**AGENDA**

**I. CALL TO ORDER AND ROLL CALL**

**II. CONSENT AGENDA**

- [1.](#) Approval of Minutes from July 18, 2023
- [2.](#) Approval of Claims from August 1, 2023

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

**IV. REPORTS/RECOMMENDATIONS**

**V. NEW BUSINESS**

3. Discussion and possible action to approve a request from the Chamber of Commerce for financial support for holiday lighting in the City.
4. Discussion and possible action to approve a request from the Police Department to fill a department vacancy.
- [5.](#) Discussion and possible action to approve the 2023-24 Ice Wolves Youth Hockey contract.
- [6.](#) Discussion and possible action to approve the 2023 Mustang Youth Football contract.
7. Approval of a request from the Public Works Director to dispose of City Property

**VI. ANY OTHER BUSINESS AS ALLOWED BY LAW**

**VII. ADJOURN**

8. Motion to Adjourn

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

**PUBLIC NOTICE****Common Council Regular Meeting****Tuesday, July 18, 2023 at 5:30 PM****City Hall, 100 E Fountain St, Dodgeville, WI**

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**MINUTES****I. CALL TO ORDER AND ROLL CALL**

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

OTHERS PRESENT: Steve DeMuth, Ann Fillback-Watt, Jenna Vondra, Pat Seiling

**II. CONSENT AGENDA**

Motion by DeVoss, second by Johnson to approve the following consent agenda. Voice vote. Motion carried 8-0. Voting Yea: Reynolds-Lair, Sersch, DeVoss, Weber, Meuer, Johnson, Johnson-Solberg, Tremelling

1. Approval of Minutes from July 5, 2023
2. Approval of a Temporary Class "B" license to sell fermented malt beverages at the St Joseph's Parish picnic on August 30, 2023.
3. Approval of a Street Use Permit for St Joseph's Parish 5K Run/Walk on August 30, 2023.
4. Approval of Claims from July 18, 2023  
General - \$417,939.31, Sewer - \$13,915.04, Water - \$19,693.28 for a total of \$451,547.63

**III. PUBLIC COMMENT**

None

**IV. REPORTS/RECOMMENDATIONS**

5. *Chamber of Commerce Update* - Jenna Vondra was present to provide an update for the Chamber of Commerce. Grilled Cheese had 1500-2000 which was increased attendance and they have recommendations for next year. The Chamber Golf outing and Town Square have had a good turnout. Dodgefest is August 5th with many activities planned. The Welcome Sign is expected to be delivered in the near future.

6. *Historic Preservation Commission Update* - Ann Fillback-Watt, Chair of HPC gave an update on the Commission. They are working with downtown businesses on awareness. They plan to update the Certificate of Appropriateness form to make it easier to understand. Also, the walking tour booklet has been reprinted and is now for sale starting on 7/19 at the Historical Society.

**V. NEW BUSINESS**

7. Discussion and possible action to approve a "Class A" liquor license to sell intoxicating liquor at the following described premises: Design by Lori LLC, doing business as Roots to Branches, 121 N Iowa St, Dodgeville, Wisconsin – Lori Cerutti, Agent. Motion by Johnson-Solberg to approve a "Class A" liquor license to sell intoxicating liquor to Design by Lori LLC, DBA Roots to Branches, Lori Cerutti, Agent. Second by Johnson. Voice vote. Motion carried 8-0. Voting Yea: Reynolds-Lair, Sersch, DeVoss, Weber, Meuer, Johnson, Johnson-Solberg, Tremelling
8. Discussion and possible action to approve the use of ARPA Funds to outfit the new EMS Command Vehicle. EMS Chief Cushman is requesting the use of American Rescue Plan funds to finish outfitting the new EMS Command vehicle that has already been delivered. The proposed cost is \$64,788 from Pomasl Fire Equipment. Motion by Johnson, second by Reynolds-Lair to approve using ARPA funds to finish outfitting the EMS Command Vehicle. Roll call vote. Motion carried 8-0. Voting Yea: Reynolds-Lair, Sersch, DeVoss, Weber, Meuer, Johnson, Johnson-Solberg, Tremelling
9. Selection of bid for asbestos removal at 105 W Fountain St. PW Director Lee presented the bids for asbestos removal at 105 W Fountain St. The City received two bids, with the low bid coming from Dirty Ducts Cleaning and Environmental for \$5,880.00. This cost can be charged against a grant the City is likely to receive. Motion by Meuer, Second by Tremelling to approve the bid from Dirty Ducts Cleaning and Environmental for \$5,880.00. Roll call vote. Motion carried 8-0. Voting Yea: Reynolds-Lair, Sersch, DeVoss, Weber, Meuer, Johnson, Johnson-Solberg, Tremelling
10. Selection of bid for brush grinding. PW Director Lee received one bid for brush grinding. The bid was from Dubuque Hardwoods for \$21,250.00. Motion by DeVoss, second by Weber to approve the brush grinding bid with Dubuque Hardwoods for \$21,250. Roll call vote. Motion carried 8-0. Voting Yea: Reynolds-Lair, Sersch, DeVoss, Weber, Meuer, Johnson,

Johnson-Solberg, Tremelling

11. Discussion and possible action regarding a claim against the City made by Carolyn Kelley.  
The City received a "Notice of Claim" in regards to a slip and fall on the sidewalk by Carolyn Kelley. The claim is handled by Statewide Services via the City's insurance, who is advising to disallow the claim. Motion by Meuer, second by Weber to disallow the claim by Carolyn Kelley related to a slip and fall on a sidewalk in the City. Roll call vote. Motion carried 8-0.

#### **VI. ANY OTHER BUSINESS AS ALLOWED BY LAW**

None.

#### **VII. ADJOURN**

12. Motion to Adjourn  
Motion by Meuer, second by Reynold's-Lair to adjourn the meeting. Voice vote. Motion carried 8-0. Time: 6:03 PM

Report Criteria:

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/23	08/01/2023	4245	851	RULE CONSTRUCTION LTD	160-21000-000-000	133,002.02
07/23	07/24/2023	21339	1397	DEERE CREDIT INC	160-21000-000-000	1,783.01
07/23	07/24/2023	61179	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	150-21000-000-000	145.95
07/23	07/24/2023	61180	89	BAKER & TAYLOR LLC	150-21000-000-000	882.36
07/23	07/24/2023	61181	1844	Dubuque County Historical Society	150-21000-000-000	263.40
07/23	07/24/2023	61182	1328	GFC LEASING - WI	150-21000-000-000	243.85
07/23	07/24/2023	61183	1882	Kelly Lynn Gratz	150-21000-000-000	100.00
07/23	07/24/2023	61184	1843	Louis Jon Oswald	150-21000-000-000	150.00
07/23	07/24/2023	61185	1830	Playaway Products LLC	150-21000-000-000	101.23
07/23	07/24/2023	61186	911	SOUTHWEST WI LIBRARY SYSTEM	150-21000-000-000	1,235.44
07/23	07/24/2023	61187	1114	WILS	150-21000-000-000	199.00
07/23	07/25/2023	61188	264	DEBRA J VILLA	999-21000-000-000	57.08
07/23	07/27/2023	61191	1886	Courtney Goldthorpe	999-21000-000-000	150.00
08/23	08/01/2023	61192	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	200-21000-000-000	17,472.53
08/23	08/01/2023	61193	1855	Amanda Alexander	100-21000-000-000	20.00
08/23	08/01/2023	61194	1859	Amber Elvert	100-21000-000-000	70.00
08/23	08/01/2023	61195	1493	AMERICAN HEART ASSOCIATION INC	100-21000-000-000	199.74
08/23	08/01/2023	61196	1857	Amy Dettman	100-21000-000-000	20.00
08/23	08/01/2023	61197	1877	AmyBeth Levetzow	100-21000-000-000	35.00
08/23	08/01/2023	61198	1672	ANALYZE CORPORATION	100-21000-000-000	1,440.00
08/23	08/01/2023	61199	108	BEST WESTERN QUIET HOUSE/RAM KRUPA LLC	100-21000-000-000	430.83
08/23	08/01/2023	61200	1776	Blain's Farm & Fleet	200-21000-000-000	368.23
08/23	08/01/2023	61201	128	BOUND TREE MEDICAL LLC	100-21000-000-000	883.08
08/23	08/01/2023	61202	1874	Bruce Hying	100-21000-000-000	20.00
08/23	08/01/2023	61203	1645	CAPITAL ONE (WALMART)	200-21000-000-000	2,338.05
08/23	08/01/2023	61204	1661	CHROME FIREWORKS	100-21000-000-000	6,000.00
08/23	08/01/2023	61205	188	CINTAS CORPORATION #446	100-21000-000-000	35.00
08/23	08/01/2023	61206	218	COMPLIANCE SERVICES INC	100-21000-000-000	219.00
08/23	08/01/2023	61207	1889	Deer Valley Lodge	100-21000-000-000	150.00
08/23	08/01/2023	61208	286	DIGGERS HOTLINE INC	300-21000-000-000	700.80
08/23	08/01/2023	61209	295	DODGEVILLE AREA CHAMBER	100-21000-000-000	18,647.75
08/23	08/01/2023	61210	1823	Elan Financial Services	300-21000-000-000	2,084.47
08/23	08/01/2023	61211	339	EMERGENCY MEDICAL PRODUCTS INC	100-21000-000-000	996.69
08/23	08/01/2023	61212	1885	Family of Martha Husom	100-21000-000-000	50.00
08/23	08/01/2023	61213	393	GENE VAN DYCK	100-21000-000-000	60.00
08/23	08/01/2023	61214	1328	GFC LEASING - WI	200-21000-000-000	292.34
08/23	08/01/2023	61215	427	HALLADA MOTORS INC	100-21000-000-000	60.14
08/23	08/01/2023	61216	1868	Hannah Bainbridge	100-21000-000-000	20.00
08/23	08/01/2023	61217	1866	Heather Turner	100-21000-000-000	20.00
08/23	08/01/2023	61218	1387	HI-VIZ SAFETY BY MIDWEST PATCH	200-21000-000-000	135.00
08/23	08/01/2023	61219	458	IOWA COUNTY HIGHWAY DEPARTMENT	100-21000-000-000	719.51
08/23	08/01/2023	61220	468	J & R SUPPLY INC	200-21000-000-000	1,680.00
08/23	08/01/2023	61221	471	J P COOKE CO	100-21000-000-000	89.35
08/23	08/01/2023	61222	1876	Jaimie Kittleson	100-21000-000-000	20.00
08/23	08/01/2023	61223	1875	Jeanie Kamholtz	100-21000-000-000	20.00
08/23	08/01/2023	61224	491	JEFFERSON FIRE & SAFETY INC	200-21000-000-000	298.20
08/23	08/01/2023	61225	1878	Joan Steele	100-21000-000-000	20.00
08/23	08/01/2023	61226	516	JOHNSON BLOCK AND COMPANY INC	100-21000-000-000	6,375.00
08/23	08/01/2023	61227	1869	Jolene Crook	100-21000-000-000	20.00
08/23	08/01/2023	61228	1863	Julia Pierson	100-21000-000-000	20.00
08/23	08/01/2023	61229	1779	JX Enterprises Inc	100-21000-000-000	898.20
08/23	08/01/2023	61230	1867	Katie Antonson	100-21000-000-000	35.00
08/23	08/01/2023	61231	552	KEN WILSON CONCRETE LLC	100-21000-000-000	36,460.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/23	08/01/2023	61232	1880	Kevin Joseph Plendl	100-21000-000-000	600.00
08/23	08/01/2023	61233	1862	Kristin Lindner	100-21000-000-000	35.00
08/23	08/01/2023	61234	1865	Kristy Staver	100-21000-000-000	20.00
08/23	08/01/2023	61235	1452	MACQUEEN EQUIPMENT	100-21000-000-000	1,440.00
08/23	08/01/2023	61236	1828	McKenzie Forseth	100-21000-000-000	144.00
08/23	08/01/2023	61237	1856	Megan Currie	100-21000-000-000	20.00
08/23	08/01/2023	61238	1860	Melissa Fowler	100-21000-000-000	45.00
08/23	08/01/2023	61239	1888	Michael Hanson	100-21000-000-000	47.00
08/23	08/01/2023	61240	1864	Michelle Rue	100-21000-000-000	40.00
08/23	08/01/2023	61241	685	MIDWEST METER INC	200-21000-000-000	267.31
08/23	08/01/2023	61242	686	MIDWEST POOL SUPPLY INC	100-21000-000-000	1,222.23
08/23	08/01/2023	61243	1858	Mitchell Dorshorst	100-21000-000-000	20.00
08/23	08/01/2023	61244	713	MUELLER IMPLEMENT INC	300-21000-000-000	150.40
08/23	08/01/2023	61245	296	NAPA AUTO PARTS	100-21000-000-000	134.94
08/23	08/01/2023	61246	1887	Nathan Johnson	100-21000-000-000	75.00
08/23	08/01/2023	61247	746	OREILLY AUTO PARTS	100-21000-000-000	121.69
08/23	08/01/2023	61248	779	PINE RIDGE MOTEL	100-21000-000-000	67.57
08/23	08/01/2023	61249	783	POMASL FIRE EQUIPMENT INC	100-21000-000-000	114.66
08/23	08/01/2023	61250	1879	Rebecca Wetter	100-21000-000-000	35.00
08/23	08/01/2023	61251	825	RELIANT FIRE APPARATUS INC	100-21000-000-000	2,305.63
08/23	08/01/2023	61252	835	Ritchie Implement Inc	100-21000-000-000	104.11
08/23	08/01/2023	61253	1872	Sarah Fockler	100-21000-000-000	45.00
08/23	08/01/2023	61254	1883	SJE Inc	300-21000-000-000	808.76
08/23	08/01/2023	61255	926	STAPLES ADVANTAGE	100-21000-000-000	808.01
08/23	08/01/2023	61256	1884	Stryker Sales LLC	100-21000-000-000	1,065.86
08/23	08/01/2023	61257	938	SUPER 8/PARAM PROPERTY LLC	100-21000-000-000	218.90
08/23	08/01/2023	61258	1854	Symons Sharks Swim Team	100-21000-000-000	175.00
08/23	08/01/2023	61259	1393	TC NETWORKS INC	100-21000-000-000	222.90
08/23	08/01/2023	61260	964	TEAMSTERS LOCAL #695	100-21000-000-000	684.00
08/23	08/01/2023	61261	978	THE DODGEVILLE CHRONICLE INC	100-21000-000-000	383.58
08/23	08/01/2023	61262	982	THE OBRION AGENCY LLC	100-21000-000-000	180.00
08/23	08/01/2023	61263	987	THE SHOE BOX LTD	100-21000-000-000	139.50
08/23	08/01/2023	61264	1018	TOWN & COUNTRY ENGINEERING INC	200-21000-000-000	11,967.50
08/23	08/01/2023	61265	1870	Tracy Crubel	100-21000-000-000	20.00
08/23	08/01/2023	61266	1871	Tracy Zweifel	100-21000-000-000	20.00
08/23	08/01/2023	61267	1861	Tricia Ley	100-21000-000-000	35.00
08/23	08/01/2023	61268	1881	True North Consultants Inc	100-21000-000-000	11,500.00
08/23	08/01/2023	61269	1046	USA BLUEBOOK	300-21000-000-000	142.22
08/23	08/01/2023	61270	1873	Wanda Husted	100-21000-000-000	20.00
08/23	08/01/2023	61271	1116	WISCONSIN CHIEFS OF POLICE ASSOCIATION	100-21000-000-000	150.00
08/23	08/01/2023	61272	1147	ZOLL MEDICAL CORPORATION	100-21000-000-000	351.00

Grand Totals:

273,684.02

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-21000-000-000	349.08	107,168.38-	106,819.30-
100-21550-000-000	684.00	.00	684.00
100-24700-000-000	19,365.05	.00	19,365.05
100-46740-000-000	845.00	.00	845.00
100-51420-225-000	235.00	.00	235.00
100-51420-227-000	168.95	.00	168.95
100-51510-000-000	1,924.00	.00	1,924.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-51520-225-000	480.00	.00	480.00
100-51520-227-000	168.95	.00	168.95
100-51600-600-000	38.47	.00	38.47
100-51710-200-000	868.39	.00	868.39
100-51710-240-000	1,440.98	.00	1,440.98
100-51710-310-000	344.99	.00	344.99
100-51900-000-000	383.58	.00	383.58
100-52100-220-000	150.00	.00	150.00
100-52100-240-000	222.90	.00	222.90
100-52100-520-000	600.00	.00	600.00
100-52200-310-000	576.69	.00	576.69
100-52200-400-000	3,261.03	.00	3,261.03
100-52200-500-000	1,440.00	.00	1,440.00
100-52200-600-000	370.57	42.07-	328.50
100-52300-225-100	199.74	.00	199.74
100-52300-225-120	144.00	.00	144.00
100-52300-310-000	504.07	.00	504.07
100-52300-400-000	114.66	.00	114.66
100-52300-500-000	1,065.86	.00	1,065.86
100-52300-520-000	156.63	.00	156.63
100-52300-600-000	123.97	.00	123.97
100-52300-605-000	2,230.77	.00	2,230.77
100-53110-000-000	816.25	.00	816.25
100-53230-000-000	325.80	.00	325.80
100-53240-000-000	1,368.23	307.01-	1,061.22
100-53415-000-000	53.12	.00	53.12
100-53415-114-000	96.50	.00	96.50
100-53420-000-000	102.77	.00	102.77
100-53440-000-000	233.60	.00	233.60
100-54910-310-000	111.49	.00	111.49
100-54910-600-000	665.25	.00	665.25
100-55200-310-000	1,282.80	.00	1,282.80
100-55200-600-000	591.59	.00	591.59
100-55300-180-000	182.00	.00	182.00
100-55300-900-000	432.00	.00	432.00
100-55310-000-000	6,103.85	.00	6,103.85
100-55420-310-000	3,615.77	.00	3,615.77
100-55420-600-000	140.82	.00	140.82
100-55420-620-000	1,222.23	.00	1,222.23
100-55425-000-000	601.63	.00	601.63
100-55430-000-000	654.43	.00	654.43
100-56200-000-000	36,460.00	.00	36,460.00
100-56700-210-000	14,000.00	.00	14,000.00
150-21000-000-000	.00	3,676.19-	3,676.19-
150-55115-221-000	344.99	.00	344.99
150-55115-224-000	243.85	.00	243.85
150-55115-233-000	199.00	.00	199.00
150-55115-321-000	882.36	.00	882.36
150-55115-323-000	101.23	.00	101.23
150-55115-325-000	180.00	.00	180.00
150-55115-331-000	1,055.44	.00	1,055.44
150-55115-371-000	513.40	.00	513.40
150-55115-391-000	145.95	.00	145.95
150-55115-393-000	9.97	.00	9.97
160-21000-000-000	.00	134,785.03-	134,785.03-
160-57330-000-000	133,002.02	.00	133,002.02
160-58100-000-000	1,671.60	.00	1,671.60

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
160-58200-000-000	111.41	.00	111.41
200-21000-000-000	.00	20,863.07-	20,863.07-
200-53700-622-000	5,918.44	.00	5,918.44
200-53700-623-000	324.00	.00	324.00
200-53700-632-000	89.99	.00	89.99
200-53700-641-000	2,272.50	.00	2,272.50
200-53700-681-000	553.39	.00	553.39
200-53700-682-000	11,452.25	.00	11,452.25
200-53700-686-000	135.00	.00	135.00
200-53700-689-000	117.50	.00	117.50
300-21000-000-000	.00	5,683.35-	5,683.35-
300-53600-000-821	4,261.36	.00	4,261.36
300-53600-000-827	14.22	.00	14.22
300-53600-000-832	150.40	.00	150.40
300-53600-000-833	484.76	.00	484.76
300-53600-000-834	267.33	.00	267.33
300-53600-000-851	387.78	.00	387.78
300-53600-000-853	117.50	.00	117.50
430-21000-000-000	.00	1,650.00-	1,650.00-
430-51510-000-000	1,650.00	.00	1,650.00
999-10005-000-000	207.08	.00	207.08
999-21000-000-000	.00	207.08-	207.08-
Grand Totals:	<u>274,382.18</u>	<u>274,382.18-</u>	<u>.00</u>

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

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: Summary

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



**CITY OF DODGEVILLE  
HARRIS PARK – LEY MEMORIAL PAVILION**

**THE FOLLOWING ARE ADDITIONAL TERMS OF THE PERMIT GRANTED BY  
THE CITY OF DODGEVILLE TO THE ICE WOLVES YOUTH HOCKEY  
ASSOCIATION FOR THE TERM SEPTEMBER 23, 2023, THROUGH APRIL 15, 2024.**

- 1.0 Except during periods of *public skating*, the *Ice Wolves Youth Hockey Association* shall have *exclusive use* of the Ley Memorial Pavilion during the period designated on the permit. The term "exclusive use" means The Ice Wolves Youth Hockey Association shall have priority use of the facility for the sole purpose of providing a skating and ice hockey facility for its membership.
  
- 1.1 Pavilion shall be made available for public skating as follows:
  - a) Not less than two (2) times per week for at least two (2) hours each time.
  - b) Public skating events shall be under the control or operation of the City of Dodgeville.
  - c) The Ice Wolves Youth Hockey Association agrees to provide volunteer supervision for such public skating. During public skating, the supervisors shall be deemed to be acting as volunteers for the City of Dodgeville.
  - d) In the event of inclement weather, open public skating can be cancelled at the discretion of the Ice Wolves Youth Hockey Association. The City shall be notified as soon as practicable of the cancellation. Cancelled open public skating events will not be rescheduled.
  - e) No unauthorized or unsupervised public skating shall be allowed without the knowledge and consent of The Ice Wolves Hockey Association.
  - f) Open Skate schedules will be posted at 3 separate locations including Ley Memorial Pavilion, the Dodgeville Chronicle and the City of Dodgeville website.
  
- 1.2 During the hours of usage by The Ice Wolves Youth Hockey Association, the facility shall be supervised by an authorized agent of The Ice Wolves Youth Hockey Association, with restroom facilities open and the sale of concessions at the option of the Association.
  
- 1.3 The Ice Wolves Youth Hockey Association shall be allowed to host multi-team tournaments under the jurisdiction of USA Hockey, which will not encroach upon the minimum number of open public skating events.
  
- 1.4 The Ice Wolves Youth Hockey Association shall be allowed to rent ice time to other USA Hockey-registered teams, with proceeds of such rented ice time going solely to the Association. Rented ice times are independent of games and tournaments hosted by the Association and will not encroach upon the minimum number of open public skating events. Other teams renting ice, or the association itself, will provide a certificate of insurance or other evidence of insurance reasonably satisfactory to the City of Dodgeville and a copy shall be provided to the city in advance of such rented ice time.

- 1.5 The Ice Wolves Youth Hockey Association shall accommodate the use of Ley Memorial Pavilion by the Dodgeville High School for homecoming float construction as needed each year.
- 1.6 No other activities shall be scheduled at Ley Memorial Pavilion during the dates of exclusive use as outlined in Section 1.0 without joint approval of the Park & Recreation Committee and The Ice Wolves Youth Hockey Association, and must be submitted for approval at least 1 week prior to use.
- 2.0 The City of Dodgeville Parks and Recreation Committee will provide heat, fuel and electricity. The Ice Wolves Youth Hockey Association will pay 75% of the total costs of all heat and single-phase electricity.
- 2.1 The Ice Wolves Youth Hockey Association shall pay for all water and sewer used at Ley Memorial Pavilion as well as all 3-phase electricity used during the term of the permit.
- 3.0 The Ice Wolves Youth Hockey Association shall be responsible for general cleanup and housekeeping of Ley Memorial Pavilion, including picking up trash in the parking lot as needed, during the term of the permit. The City of Dodgeville will provide, and pay for the cost of trash dumpsters outside the pavilion for use of trash disposal by the Association. All indoor cleaning supplies and paper products will be supplied /purchased by The Ice Wolves Youth Hockey Association.
- 3.1 The City of Dodgeville shall be responsible for snow removal on regularly scheduled employee work days between the hours of 7:00 a.m. and 3:30 p.m. The Association shall be responsible for snow removal at all other times.
- 3.2 The parties shall meet within 60 days following the end of the term of this contract to determine whether modifications are needed to provide for any unanticipated major costs to the City of Dodgeville. Such major unanticipated costs include, but are not limited to, utility and maintenance cost increases. In the event the parties cannot agree on such modifications, any issue not resolved within 60 days following the end of the term of the contract shall be submitted to the American Arbitration Association with the costs of such arbitration being share equally by the parties.
- 4.0 Keys to the pavilion will be assigned as follows:
  - a) One (1) for each team Head Coach.
  - b) One (1) each for Rink Managers.
  - c) One (1) each for Concession Managers.
  - d) One (1) for President.
- 4.1 Keys may not be reproduced or assigned to other persons without the approval of the Park & Recreation Department. Admittance to the Ley Pavilion may also be obtained from such members of the Parks and Recreation Committee as the committee members shall designate.

5.0 In consideration of the usage referred to above, The Ice Wolves Youth Hockey Association agrees to:

- a. Maintain the building in as close to original condition, as is practical and possible, except that designated equipment may be left with the approval of the Parks & Recreation Committee. Pre and post walk through is mandatory. A city official and Ice Hockey representative will be present at this meeting.
- b. Provide a safe environment always when the Association is supervising games, practices, and activities related to the conduct of the sport of Ice Hockey. In addition, when acting as volunteer supervisors for the City of Dodgeville, supervisors and the Association shall ensure that the ice and pavilion are safe for the intended purpose of open skating.
- c. Provide adequate supervision for all Association games, practices, and other Association sanctioned events.
- d. Provide to the City of Dodgeville a Certificate of Insurance showing evidence of liability coverage with overall limits of \$1,000,000 and property damage coverage limits of \$300,000, to be in effect during the term of this contract and covering the use of Harris Park – Ley Memorial Pavilion facilities by the Association. In addition, the Association agrees to name the City of Dodgeville as an additional insured under its policy, as respects for games, practices, and other Association sanctioned events. Proof of insurance must be provided by October 1 of each year and a \$1,000.00 deposit is due by September 30 of each year to secure the use of the pavilion.
- e. Netting will be installed by the Association before skating begins. The netting and installation is to be approved by Park Supervisor.
- f. Maintain the Premises in a neat and clean condition as outlined in Section 3.0.
- g. Report promptly to the City Clerk's Office any building damage, malfunction of equipment or items needing repair. Obtain City approval in writing for repairs, improvements, and/or maintenance costs before incurring expense for such work or materials.
- h. Maintain and repair equipment owned by the Association and maintain any equipment of the City of Dodgeville which may require repair, including damaged ceiling tiles, because of use by the Ice Wolves Youth Hockey Association.
- i. Immediately remove storage trailers to lower parking lot following rink setup. If not removed by November 1, 2023, the Association will be charged a fee of \$20 per day thereafter until the trailers have been moved. Immediately remove storage trailers offsite following rink teardown. If not removed by April 15, 2024, the Association will be charged a fee of \$20 per day thereafter until the trailers have been moved. The Association shall be responsible for the cost of any repairs to the upper parking lot necessitated by failure to comply with this provision.
- j. The Ice Wolves Youth Hockey Association shall pay a fee of \$3,000.00 per season. Fees collected will be designated to Park Outlay for maintenance and upgrading Park facilities. This fee shall be paid prior to signing the contract for the upcoming season.

- 6.0 Per this agreement, The Ice Wolves Youth Hockey Association shall take exclusive use of Ley Pavilion no later than September 23, 2023, and shall have such exclusive use through April 15, 2024, notwithstanding any inclement weather conditions which could adversely affect the removal of the ice.
  - a. Beginning March 31, 2024, equipment, concessions, garage, kitchen, locker rooms, and Zamboni will be removed/cleaned for park employee usage.

7.0 The Ice Wolves Youth Hockey Association shall defend and hold the City of Dodgeville, its officers, employees and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of The Ice Wolves Youth Hockey Association, its officers, agents or employees.

The City of Dodgeville shall defend and hold The Ice Wolves Youth Hockey Association, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused or result from the negligent or intentional acts or omissions of the City of Dodgeville, its officers, agents or employees. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the City of Dodgeville or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the City of Dodgeville or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

The City of Dodgeville assumes no responsibility and shall not be liable for any loss of or damage to the equipment of The Ice Wolves Youth Hockey Association, its rents and those other teams or organizations participating in Association sponsored events while such equipment or property is in Ley Memorial Pavilion; and the Association assumes the risk of all such loss or damages.

Ice Wolves key contacts are as follows:

- Bill Lydic, President [icewolvesprez@gmail.com](mailto:icewolvesprez@gmail.com) 608-220-8168 (c)
- Kyle Levetzow [icewolvesvp@gmail.com](mailto:icewolvesvp@gmail.com) 608-574-2303 (c)
- Katie Batton, Secretary [icewolvessecretary@gmail.com](mailto:icewolvessecretary@gmail.com) 608-558-8330 (c)
- Chris Rusch, Rink Manager 608-341-7627 (c)

ICE WOLVES  
YOUTH HOCKEY ASSOCIATION

CITY OF DODGEVILLE

\_\_\_\_\_  
BILL LYDIC, President

\_\_\_\_\_  
TODD D. NOVAK, Mayor

\_\_\_\_\_  
LAUREE AULIK, Clerk-Treasurer

State of Wisconsin)  
County of Iowa) SS

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named Bill Lydic, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

State of Wisconsin)  
County of Iowa) SS

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the named, Todd D. Novak and Lauree Aulik, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## AGREEMENT FOR USE OF PARK FACILITIES

The City of Dodgeville, a municipal corporation of Iowa County, Wisconsin (“the City”) and the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> Grade Football Program, a non-profit organization (“the Association”), agree as follows:

1. The City grants the Association use of the facilities described below for the following term, commencing August 7, 2023 and expiring October 19, 2023.
2. During the term specified above, the Association shall have the use of the restrooms, the west athletic field, and the Elliot St practice field.
3. The Association shall be responsible for picking up all trash and debris and depositing it in trash receptacles during the term of the permit.
4. The Association shall pay an annual fee for the use of these facilities. Fees collected and paid to City by September 15, 2023. The amount of the fee shall be computed as follows: \$10.00 per year for each football player residing in the City, \$15.00 per year for each football player residing outside the City but within the Dodgeville School District and \$30.00 per year for each football player residing outside of Dodgeville School District. Fees collected will be designated to Park Outlay for maintenance and upgrading Park facilities.
5. Three representatives of the Association are:
  1. David Mortimer, 341-7501, 433 N. Johnson St., Dodgeville, WI 53533
  2. Laurie Cerutti, 341-9116, 2290 Survey Rd., Dodgeville, WI 53533

Any written notices or other documents concerning this agreement shall be served on the Association by mailing or personal delivery to at least one of the above-named persons; and on the City by mailing or personal delivery to 100 E. Fountain St., Dodgeville, WI 53533.

6. In consideration of the usage referred to above, the Association agrees to:
  - A. Maintain all facilities in as close to original condition as is practical and possible.
  - B. Provide a safe environment at all times when the Association is supervising the games, practices and activities related to the conduct of the sport of football.
  - C. Provide adequate supervision for all practices and during Association events.
  - D. Provide the City of Dodgeville by August 7, 2023, a Certificate of Insurance showing evidence of liability coverage with overall limits of

\$500,000 and property damage coverage with limits of \$25,000 to be in effect during the term of this agreement and covering the use of Harris Park facilities by the Program. In addition, the Program agrees to name the City as an additional insured, under its policy, as respects the games, practices and activities related to the sport of football.

- E. Return the facility to its original condition except that designated equipment may be left with the approval of the Parks and Recreation Commission
- F. Maintain the premises in a neat and clean condition.
- G. Report promptly to the City Clerk's office any building damage, malfunction of equipment or items needing repair. Obtain City approval in writing for repairs, improvements and/or maintenance cost before incurring expense for such work or materials.
- H. All football equipment must be taken off the fields at the end of practices or games and put in a safe and secure location, as designated by the Park and Recreation Commission.
- I. The Recreation Director, Park Foreman and Director of Public Works shall be given a schedule of all practice/game times and locations prior to the term of this agreement.
- J. The City, represented by Greg Lee, David Mortimer or the Rec Director reserve the right to refuse the use of the fields if poor weather conditions make damage to the fields probable.

7. The Association shall defend and hold the City of Dodgeville, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Association, its officers, agents or employees.

The City of Dodgeville shall defend and hold the Association, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City of Dodgeville, its officers, agents or employees.

3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, & 6<sup>th</sup> GRADE FOOTBALL  
PROGRAM

CITY OF DODGEVILLE

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
TODD D. NOVAK, Mayor

\_\_\_\_\_  
Assistant Program Director

\_\_\_\_\_  
LAUREE AULIK, Clerk-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date