



PUBLIC NOTICE

Common Council Regular Meeting

Tuesday, March 21, 2023 at 5:30 PM

City Hall Council Chambers, 100 E Fountain St,

Dodgeville, WI

AGENDA

I. CALL TO ORDER AND ROLL CALL

II. CONSENT AGENDA

- [1.](#) Approval of Minutes from March 7, 2023
- [2.](#) Approval of a Temporary Class "B" Alcohol License for St Joseph's Parish Fish Fry on March 23, 2023
- [3.](#) Approval of Claims from March 21, 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

- [4.](#) Thank You from the Iowa County Historical Society
- [5.](#) 2022 Dodgeville Taxi Service Financial Report
6. Reminder: Spring Election is April 4, 2023 and the next Council meeting will be Wednesday, April 5th

V. NEW BUSINESS

7. Discussion and possible action to approve a funding request from the "Love Dodgeville" Planning Committee
- [8.](#) Discussion and possible action to approve a road use agreement with American Transmission Company LLC (ATC) as related the Cardinal-Hickory Creek project.
- [9.](#) Discussion and possible action to approve the 2023 Iowa County Soccer Association Contract
- [10.](#) Discussion and possible action to approve the 2023 Dodgeville Home Talent Contract
- [11.](#) Award of Cemetery Mower Bid
- [12.](#) Award of Parks Department Mower Bid

VI. OLD BUSINESS

VII. ANY OTHER BUSINESS AS ALLOWED BY LAW

VIII. ADJOURN

13. 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, March 07, 2023 at 5:30 PM****City Hall Council Chambers, 100 E Fountain St, Dodgeville, WI**

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

PRESENT: Roxanne Reynolds-Lair, Shaun Sersch, Jeff Weber, Jerry Johnson, Julie Johnson-Solberg, Larry Tremelling

ABSENT: Tom DeVoss, Dan Meuer

II. CONSENT AGENDA

Motion made by Johnson-Solberg, seconded by Johnson to approve the consent agenda to include: Minutes from February 22, 2023; rabies vaccine waiver request for Troy & Dody Cockerman, and Claims as follows: General \$188,933.22, Sewer - \$17,999.67, and Water - \$18,715.37 for a total of \$225,648.26. Voice vote. Motion carried 6-0.

Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

III. PUBLIC COMMENT

None

IV. REPORTS/RECOMMENDATIONS

4. *Police Department Update:* Chief Bauer was present to a report on the Dodgeville Police Department (DPD). DPD has a stronger employees retention over the majority of communities in the State and Chief Bauer attributes this to actions of the department and Council. Crime rates in Dodgeville are lower than the national average and crimes being solved is much higher. DPD has continued to receive positive support from the Community. On a fiscal level, the department's budget has remained strong and under budget the last several years. DPD also maintains a large carryover balance.

Chief Bauer has served 33 years with the City and he is announcing his retirement on June 9, 2023. Chief Bauer would like to thank his family, friends and colleagues for their support. Mayor Novak stated that Chief Bauer has created tremendous change as Chief and is highly respected in the area.

City Council will have limited control over Chief Bauer's replacement. Attorney Hagen stated that the Police and Fire Commission will have the primary role in hiring the position, while council will approve filling the position, job description and the compensation package.

5. *Clerk's Office Update:* Clerk Aulik stated that the final audit visit with Johnson Block had been completed. She stated that she received positive feedback from the auditors about improvements in the record keeping and processes. Aulik would like to specifically thank her staff who are all new or new to their role in the past year.

Absentees are also going in the mail for the April 4, 2023 election.

V. NEW BUSINESS

6. *Resolution 2023-01 Authorizing Disbanding the Digital Television Committee and Donating City Owned Equipment to the Dodgeville School District.* Current digital TV equipment at the Dodgeville school district needs repair, there is limited staff availability, and there is little usage of the PEG channel as most content is now streamed online. The School District and Dodgeville both feel it is time to dissolve the channel and therefore no longer need the committee. The City would donate existing equipment to the school district.

Motion made by Johnson, Seconded by Weber approve Resolution 2023-01. Roll call vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

7. *Resolution 2023-02 Authorizing the Submission of an Application for Wisconsin Economic Development Corporation Site Assessment Grant.* PW Director Lee has been working with WEDC to apply for a site assessment grant for the property to clean up the property located at 108 W Fountain St. Application requirements include passage of this resolution.

Motion made by Reynolds-Lair, Seconded by Johnson to approve Resolution 2023-02. Roll call vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

8. *Approval of a Sanitary Sewer Easement Agreement with Jennifer Squire and Blair Lingk (Parcel 216-0081).* This property is located near the cemetery. The City has sewer located on the property and due to a change of ownership, it was a good opportunity to grant the City a formal easement. In return the City will be giving them a 76 sq. ft. piece of land to square off

the existing lot.

Motion made by Weber, Seconded by Tremelling to approve the sanitary sewer easement agreement with Jennifer Squires and Blair Link over Parcel 216-0081. Roll call vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

9. *Approval of a Quit Claim Deed to Jennifer Squire and Blair Link being part of the NENW of Section 34, T6N-R3E, City of Dodgeville (Parcel 216-0091.A).* Motion made by Johnson, Seconded by Reynolds-Lair to approve the QCD to Jennifer Squire and Blair Link. Roll call vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling
10. *Discussion and selection of 2023 Fountain Street Construction Bids.* The City received two bids on the W Fountain Street project. The low bid was from Rule Construction for \$1,961,898 which includes Option 2. The project will likely begin in May.

Motion made by Tremelling, Seconded by Johnson to award the W Fountain Street Construction bid to Rule Construction for \$1,961,898. Roll call vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

11. *Permission to fill Streets Department Foreman Position.* Street Department Foreman Mark Wasley announced is retirement after 35 years of service to the City. The City thanks Mark for his many years of service.

Motion made by Weber, Seconded by Reynolds-Lair to fill the Streets Department Foreman Position. Voice vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

VI. OLD BUSINESS

None

VII. ANY OTHER BUSINESS AS ALLOWED BY LAW

None

VIII. CLOSED SESSION

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

Motion made by Johnson-Solberg, Seconded by Weber to adjourn pursuant to Wis. Stat. sec. 19.85(1)(e) for consideration of a recommendation from the Police and Fire Commission on the salary range for a Police Department position. Roll call vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

IX. OPEN SESSION

10. *Reconvene to Open Session.*

Motion made by Reynolds-Lair, Seconded by Johnson to reconvene to open session. Voice vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

11. *Any Action Needed as a Result of Closed Session*

Motion made by Johnson, Seconded by Weber to approve filling the Police Chief position with updated job description and salary range of \$80-95K.

Roll call vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

X. ADJOURN

12. *Motion to Adjourn*

Motion made by Johnson, Seconded by Johnson-Solberg to adjourn the meeting. Voice vote. Motion carried 6-0. Voting Yea: Reynolds-Lair, Sersch, Weber, Johnson, Johnson-Solberg, Tremelling

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.

Application for Temporary Class "B" / "Class B" Retailer's License

Section II. Item #2.

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 3-3-23

☐ Town ☐ Village ☒ City of Dodgeville

County of Iowa

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning _____ and ending _____ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☒ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Dana Graber/ Chanee Boehnen

(b) Address 305 E Walnut St. Dodgeville
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 03/24/2023

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Dana Graber

Vice President Chanee Boehnen

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: Dana Graber 305 E Walnut St.

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 305 E Walnut St.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Fish Fry

(b) Dates of event 03/24/2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer _____
(Signature / Date)

St Joseph's Parish
(Name of Organization)

Date Filed with Clerk 3-3-2023

Date Reported to Council or Board 3-21-23

Date Granted by Council _____

License No. _____

Dodgeville Police Department

111 W Merrimac ST
Dodgeville, WI 53533

Phone: (608) 935-3238

Incident Report

Case Number:

Section II. Item #2.

Date/Time Reported 03/06/2023	Nature of Incident License - Alcohol Beverage	Case Status Closed
Date/Time Occurred 03/24/2023 to 03/24/2023	Case Outcome/Disposition Closed	
Location of Incident Saint Joseph's Church/School/Daycare, 310 S Ellwood ST, Dodgeville WI 53533		

Assigned Units

Assign Arrive Clear

Assigned	Chief David J Bauer	DPD
----------	---------------------	-----

Applicant

Saint Joseph's Church/School/Daycare, 310 S Ellwood ST , Dodgeville, WI 53533 Phone: (608) 930-3392

Report Notes

Application for Temporary Alcohol Beverage License

Name of Business: St Joseph's Parish
Event: Fish Fry
Name(s) of Operator s: Dana Graber

Information revealed that the application or renewal application for an alcohol license is in compliance with regulations, ordinances and applicable laws. Additionally, an on-site inspection was previously conducted in person by a Sworn Officer at the location of the license described on the application . The inspection revealed compliance with requirement of law. This is a repeat event where no complaints or concerns were revealed about previous events.

Chief of Police report with recommendation

This report to the Common Council is a recommendation for approval for this applicant or license holder.

Officer Signature

Date

☐ Further Investigation

Supervisor Signature

Date

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/23	03/21/2023	4219	505	JEWELL ASSOCIATES ENGINEERS INC	160-21000-000-000	1,407.50
03/23	03/21/2023	4220	1378	VIERBICHER ASSOCIATES	160-21000-000-000	27,581.25
03/23	03/21/2023	60611	1816	Abigail Pineda	999-21000-000-000	117.13
03/23	03/21/2023	60612	34	ALLIANT ENERGY/WP&L (UTILITY PAYMENTS)	100-21000-000-000	4,187.76
03/23	03/21/2023	60613	65	AQUAFIX INC	300-21000-000-000	1,134.13
03/23	03/21/2023	60614	85	BADGER WELDING SUPPLIES INC	100-21000-000-000	100.80
03/23	03/21/2023	60615	87	BAER INSURANCE INC	100-21000-000-000	42,160.00
03/23	03/21/2023	60616	114	BLACKSTONE TECHNOLOGIES LLC	100-21000-000-000	1,918.80
03/23	03/21/2023	60617	1776	Blain's Farm & Fleet	100-21000-000-000	309.70
03/23	03/21/2023	60618	188	CINTAS CORPORATION #446	100-21000-000-000	70.00
03/23	03/21/2023	60619	1818	Dave Judd	100-21000-000-000	125.00
03/23	03/21/2023	60620	1819	Dino's Bar & Grill	100-21000-000-000	87.00
03/23	03/21/2023	60621	1820	Disaster Management Systems Inc	100-21000-000-000	4,999.90
03/23	03/21/2023	60622	1097	DNR	200-21000-000-000	45.00
03/23	03/21/2023	60623	339	EMERGENCY MEDICAL PRODUCTS INC	100-21000-000-000	884.66
03/23	03/21/2023	60624	371	FIRE SAFETY USA INC	100-21000-000-000	511.00
03/23	03/21/2023	60625	405	GLOBAL INDUSTRIAL	100-21000-000-000	205.37
03/23	03/21/2023	60626	408	GORDON FLESCH CO INC	200-21000-000-000	34.10
03/23	03/21/2023	60627	1510	IOWA COUNTY DEPT OF SOCIAL SERVICES	100-21000-000-000	9,000.00
03/23	03/21/2023	60628	1583	JOSH GARVEY	100-21000-000-000	50.00
03/23	03/21/2023	60629	532	K & L BOBCAT INC	100-21000-000-000	348.05
03/23	03/21/2023	60630	562	KEVINS OVERHEAD DOOR	100-21000-000-000	1,160.00
03/23	03/21/2023	60631	1815	Laerdal Medical Corporation	100-21000-000-000	6,999.00
03/23	03/21/2023	60632	621	LV Labs WW LLC	300-21000-000-000	1,602.00
03/23	03/21/2023	60633	1817	Mid-States Organized Crime Info Center	100-21000-000-000	112.50
03/23	03/21/2023	60634	713	MUELLER IMPLEMENT INC	100-21000-000-000	107.94
03/23	03/21/2023	60635	1628	MULGREW OIL & PROPANE	100-21000-000-000	656.50
03/23	03/21/2023	60636	296	NAPA AUTO PARTS	100-21000-000-000	12.29
03/23	03/21/2023	60637	746	O'REILLY AUTO PARTS	100-21000-000-000	1,244.83
03/23	03/21/2023	60638	777	PIGGLY WIGGLY MIDWEST LLC	100-21000-000-000	113.18
03/23	03/21/2023	60639	783	POMASL FIRE EQUIPMENT INC	100-21000-000-000	170.84
03/23	03/21/2023	60640	1537	POMP'S TIRE SERVICE INC	100-21000-000-000	1,258.40
03/23	03/21/2023	60641	790	PREMIUM WATERS INC	100-21000-000-000	1.01
03/23	03/21/2023	60642	795	PUBLIC SERVICE COMMISSION OF WI	200-21000-000-000	2,264.94
03/23	03/21/2023	60643	811	RANDYS SERVICE & TOWING	100-21000-000-000	125.62
03/23	03/21/2023	60644	825	RELIANT FIRE APPARATUS INC	100-21000-000-000	1,531.37
03/23	03/21/2023	60645	835	RITCHIE IMPLEMENT INC	100-21000-000-000	28.88
03/23	03/21/2023	60646	866	SCHILLING SUPPLY COMPANY	100-21000-000-000	159.82
03/23	03/21/2023	60647	1783	Shane Groom	100-21000-000-000	13.25
03/23	03/21/2023	60648	903	SLOAN IMPLEMENT COMPANY INC	100-21000-000-000	102.57
03/23	03/21/2023	60649	926	STAPLES ADVANTAGE	100-21000-000-000	295.62
03/23	03/21/2023	60650	1033	UNION TECHNOLOGY COOPERATIVE	100-21000-000-000	3,312.50
03/23	03/21/2023	60651	1040	UPLAND HILLS HEALTH INC	100-21000-000-000	63.54
03/23	03/21/2023	60652	1046	USA BLUEBOOK	100-21000-000-000	1,012.04
03/23	03/21/2023	60653	1109	WIL-KIL PEST CONTROL	100-21000-000-000	97.45
03/23	03/21/2023	60654	1147	ZOLL MEDICAL CORPORATION	100-21000-000-000	818.97
Grand Totals:						118,542.21

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-21000-000-000	111.26	83,320.85-	83,209.59-
100-51440-390-000	200.18	.00	200.18
100-51600-600-000	321.03	.00	321.03
100-51710-240-000	1,812.50	.00	1,812.50
100-51930-000-000	42,160.00	.00	42,160.00
100-52100-220-000	112.50	.00	112.50
100-52100-240-000	125.00	.00	125.00
100-52100-330-000	1.01	.00	1.01
100-52100-400-100	1,384.02	.00	1,384.02
100-52100-610-000	40.50	.00	40.50
100-52150-230-000	13.25	.00	13.25
100-52200-400-000	1,531.37	.00	1,531.37
100-52200-500-000	107.94	.00	107.94
100-52300-175-000	451.00	.00	451.00
100-52300-200-000	265.48	.00	265.48
100-52300-225-100	50.00	.00	50.00
100-52300-225-110	4,999.90	.00	4,999.90
100-52300-400-000	230.84	.00	230.84
100-52300-520-000	1,375.00	.00	1,375.00
100-52300-605-000	1,782.67	.00	1,782.67
100-52300-720-000	298.81	.00	298.81
100-52300-800-000	6,999.00	.00	6,999.00
100-52605-000-000	9,000.00	.00	9,000.00
100-53230-000-000	1,304.63	34.73-	1,269.90
100-53240-000-000	1,362.97	.00	1,362.97
100-53410-000-000	1,918.80	.00	1,918.80
100-53420-000-000	4,187.76	.00	4,187.76
100-54910-600-000	127.61	.00	127.61
100-55200-400-000	1,112.28	76.53-	1,035.75
100-55420-620-000	44.80	.00	44.80
160-21000-000-000	.00	28,988.75-	28,988.75-
160-57230-240-000	1,407.50	.00	1,407.50
160-57330-000-000	27,581.25	.00	27,581.25
200-21000-000-000	.00	3,490.61-	3,490.61-
200-53700-000-409	2,264.94	.00	2,264.94
200-53700-632-000	1.36	.00	1.36
200-53700-641-000	1,064.63	.00	1,064.63
200-53700-660-000	80.58	.00	80.58
200-53700-681-000	34.10	.00	34.10
200-53700-689-000	45.00	.00	45.00
300-21000-000-000	.00	2,736.13-	2,736.13-
300-53600-000-826	1,134.13	.00	1,134.13
300-53600-000-852	1,602.00	.00	1,602.00
999-10005-000-000	117.13	.00	117.13
999-21000-000-000	.00	117.13-	117.13-
Grand Totals:	118,764.73	118,764.73-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Iowa County Historical Society

Preserving the history of Iowa County, Wisconsin since 1976

1301 North Bequette Street, P.O. Box 44
Dodgeville, Wisconsin 53533-0044

February 21, 2023

The Honorable Todd Novak
The Mayor of the City of Dodgeville
100 E. Fountain Street
Dodgeville, WI 53533

Dear Mr. Mayor:

Since the transfer of the ownership of the Iowa County Historical Society Museum property from the City to the Society, the City has been making an annual payment of \$5000 to the Society to help support our mission of preserving the history of Dodgeville and all of Iowa County.

On behalf of the Board of Directors, I wish to thank you and the City Council for this ongoing support. And to let you know how valuable this financial support is. It helps us serve the residents of the city and county and the visitors that come to Dodgeville to research their history or learn about the history of the area. The funds are used to help support our website, and our four computers and software used to manage historical data. The funds are also used for maintenance of our four facilities – The Museum and the Floyd School next to it, the Dodge Mining Camp Cabin across the street from City Hall, and Dodge's Grove just south of Dodgeville. This thank you letter is also on behalf of the dedicated volunteers who contribute without compensation, as is also the case with the board members. We operate without a paid staff.

We also appreciate the Public Works Department plowing the parking area in front of the Museum. This parking area is not only used by us and our visitors, but also by the general public.

Once again, with much appreciation for the financial support.

Sincerely,



John Hess
President

Make Entries ONLY in Yellow Cells; NOT Blue Cells

Name of Project:

City of Dodgeville Taxi Service

Section Description

Amount

1. Annual Expenditures/Expenses

Personal Services

Drivers/Mechanics (salaries, wages, fringe benefits)
 Administrative Personnel (salaries, wages, fringe benefits)
 Volunteer Driver Reimbursement

\$31,173.00

\$6,373.00

Total: **\$37,546.00**

Contractual Services

Transportation Sub-Contractor(s)

1.	
2.	
3.	
4.	
5.	

Repairs and Maintenance

\$602.00

Utility Services

Other Contractual Services

Total: **\$602.00**

Fare Assistance Programs

Fare Assistance

Total:

Office Operations

Office Supplies & Expenses

Total: \$9.00

Vehicle Operations

Fuel and Lubricants
 Tires, Parts and Supplies
 Vehicle Leases

\$2,636.00

\$506.00

Total: **\$3,142.00**

Fixed Charges

Insurance
 Facility Rental
 Communications Equipment & Other Rentals

\$287.00

\$205.00

Total: **\$492.00**

Capital Outlay

Major Maintenance (greater than \$1,000)
 Capital Equipment (describe below)

1.	
2.	
3.	

Total: **\$0.00**

Indirect Costs

Specify Types of Costs Covered:

1.	Audit Expenses, IT Expenses, Copier Lease
2.	General Liability Insurance
3.	

\$1,370.00

\$230.00

Total: **\$1,600.00**

Road Repair Reimbursement Agreement

This agreement (Agreement) is entered into as of the _____ day of _____, 20____, between the City of Dodgeville, a municipality organized and existing under Wis. Stat. ch. 62 (City), with its offices located at 100 E. Fountain Street, Dodgeville, Wisconsin 53533, and American Transmission Company LLC, by its corporate manager, ATC Management Inc., a limited liability company organized and existing under the laws of the State of Wisconsin with its offices located at W234 N2000 Ridgeview Parkway Court, Waukesha, Wisconsin 53188-1022 (Collectively “ATCLLC”). The City and ATCLLC may be referred to as “Party” or “Parties” as the context may require.

The Parties represent as follows:

- A. ATCLLC is a “public utility” as that term is defined in Wis. Stat. §196.01(5) and is a “transmission company” within the meaning of Wis. Stat. § 196.485(1) (ge).
- B. ATCLLC is in the process of performing certain work on its facilities located in or in the area of the City during the period commencing on or about November 2021 and ending with the completion of the work associated with the construction of certain electric transmission facilities generally referred to as the “Cardinal-Hickory Creek” project (Project) and may, as a result of that work, need to have certain of its vehicles and equipment, or vehicles and equipment of ATCLLC’s contractors, subcontractors, suppliers, material men, or assigns (collectively “Contractors”), use roads, bridges and culverts (collectively “Roads”) that are maintained by the City or over which the City has jurisdiction and authority.
- C. City, in accordance with the City Code, has adopted Wis. Stat. ch. 348 and has the authority to issue permits, under conditions determined by the City, for the use of City Roads for vehicles and equipment that exceed the weight limits determined for such Roads.
- D. ATCLLC seeks a permit or permits for the use of the Roads of the City by certain vehicles and equipment operated by ATCLLC or on its behalf, and the City is willing to issue the required permit or permits, but only upon certain terms and conditions.
- E. The Parties have determined that it is in their mutual interest to set forth the terms and conditions relating to the issuance of the required permits for the use of the Roads of the City.

Therefore, the Parties agree as follows:

- 1. **Preliminary Assessment.** The Parties have determined that an independent party, EMCS Inc. (EMCS), shall perform a preliminary assessment (“Preliminary Assessment”) of the condition of the Roads set forth on Attachment A. EMCS shall provide a text summary and videotape of the condition of the Roads set forth on Attachment A to the City and ATCLLC. All expenses related to activities by EMCS incurred as a result of the Preliminary Assessment are to be paid by ATCLLC.
- 2. **Permits.** The City shall, upon the execution of this Agreement, issue such permits as are necessary to permit ATCLLC or its Contractors to use the Roads of the City identified on Attachment A for certain overweight vehicles and equipment, up to and exceeding 80,000 lbs. gross vehicle weight (GVW), necessary for transporting material, equipment or machinery used

by ATCLLC or its Contractors in the construction or erection of facilities used for the transmission of electricity. The permits shall conform to the requirements of Wis. Stat. ch. 348, and shall be displayed in accordance with the requirements of Chapter 348.

3. Fees. Pursuant to Wis. Stat. §348.25(8)(f), for the general permit to operate overweight vehicles and equipment, ATCLLC shall pay City a permit issuance fee in the amount of Five Thousand And No/100 Dollars (\$5,000.00) payable upon the execution of the Agreement. Each load exceeding 80,000lbs GVW is subject to an additional fee of five hundred dollars (\$500.00). For purposes of this Section, should the vehicle or equipment exit the Road onto adjacent or nearby property and then re-enter the Road, each re-entry onto the Road is included as part of the original load (and not subject to an additional \$500 fee).

4. Roads to be used under the Permits/Use Suspension. The permits issued shall authorize ATCLLC or its Contractors to use the Roads of the City set forth on Attachment A to this Agreement, which is incorporated into this Agreement in its entirety as though fully set forth herein, subject to reasonable conditions the City may impose for the public safety, including, but not limited to, flagging, route escort, and intersection closure.

5. Authorized Vehicles and Equipment. The vehicles and equipment authorized on the Roads of the City set forth on Attachment A are listed on Attachment B. Attachment B identifies the types of vehicles and equipment that ATCLLC anticipates it or its Contractors may employ at this time. The Parties acknowledge that ATCLLC or its Contractors may employ other vehicles and equipment in the course of its work.

6. Term/Subsequent Assessment. Permits issued to ATCLLC are valid from the execution of this Agreement by both Parties until completion of the work to be performed for or on behalf of ATCLLC on its facilities or the facilities of others for which it is obligated to perform work associated with the Project. At the request of either party, EMCS shall perform a subsequent assessment ("Subsequent Assessment") of the condition of the Roads of the City set forth on Attachment A in the manner provided in Section 1. All expenses related to any activities by EMCS incurred as a result of the Subsequent Assessment performed by EMCS shall be paid by ATCLLC.

7. Maintenance of Roads during Term of Permits. From the date of issuance of the permits provided for in this Agreement, until the completion of the work associated with the Project, ATCLLC shall be solely responsible for the cost of repair, prevention measures or containment of potholes and similar damage on those Roads set forth on Attachment A caused by ATCLLC or its Contractors. In the event any damage is caused by ATCLLC or its Contractors, as determined in accordance with this Agreement, such damage shall be repaired in accordance with the directives of the City. The City shall complete the repair, prevention measures or containment of any damage done to the Roads caused by ATCLLC or its Contractors.

8. Damage and Payment upon Expiration of Permit. Upon the expiration of the permit(s) and in the event that the Roads of the City set forth on Attachment A are damaged as a result of the use of such Roads by ATCLLC or its Contractors, then ATCLLC shall pay the City the cost of repairing such damage. If a Subsequent Assessment is performed, the difference between the condition of the Roads of the City as shown in the Preliminary Assessment and in the Subsequent Assessment shall be the basis upon which the City determines whether any damage has occurred to the Roads set forth on Attachment A. The City shall estimate the cost to repair the Roads set forth on Attachment A and shall provide that estimate in writing to ATCLLC and EMCS. Within thirty (30) days of receipt of the cost estimate, ATCLLC shall pay

the amount estimated by the City, unless ATCLLC exercises its rights under Section 8, Agreement. Within thirty (30) days of completion of the road repairs discussed in Section 8, the City shall provide, in writing, a reconciliation of the estimated costs with the actual costs incurred. If the actual cost of repairs is less than the estimated amount and ATCLLC has paid the estimated costs, then the City shall refund any excess payment to ATCLLC. If the actual costs are more than the estimated costs paid by ATCLLC, then ATCLLC shall pay such additional amount. Any refund or payment shall be made by the responsible Party within thirty (30) days of the reconciliation. ATCLLC may exercise its rights under Section 9 of this Agreement to dispute the estimate, reconciliation or actual costs incurred, as well as the existence of or responsibility for any damage to the Roads.

Notwithstanding the language of the previous paragraph, in the event damage occurs that the City reasonably determines necessitates emergency repairs for the public safety or welfare, the City may immediately undertake such repairs and invoice ATCLLC, which shall pay all such invoices within thirty (30) days of receipt. ATCLLC may exercise its rights under Section 9 of this Agreement to dispute these repairs and the cost. In the event of any such dispute, however, ATCLLC shall pay the City for the repairs as provided in this Section with a right to recoup such payments after a favorable determination by the Arbitrator.

9. Dispute Resolution. The Parties acknowledge that they may disagree as to the existence or cost of repairing any damage or whether any damage may be the result of the use of such Roads by others. ATCLLC shall have the right to dispute the existence of, the cost to repair, or ATCLLC's or its Contractors' responsibility for the damage to the Roads set forth on Attachment A. If ATCLLC disputes the existence of, the cost to repair, or ATCLLC's or its Contractors' responsibility for such damage, ATCLLC shall notify the City within thirty (30) days of the receipt of the estimate, reconciliation, or invoice provided for in Section 8. Upon receipt of ATCLLC's notice under this Section, the parties shall select an arbitrator ("Arbitrator") that is acceptable to both Parties to resolve the dispute. The Parties shall have ten (10) business days to agree upon an Arbitrator. In the event that the Parties cannot agree upon an Arbitrator, either Party may apply to a court of competent jurisdiction to appoint an Arbitrator in accordance with Wis. Stat. § 788.04. Within twenty-one (21) days of the selection of an Arbitrator, the City and ATCLLC may provide such information as each deems necessary or appropriate to the Arbitrator and the other Party. Either Party has the right to request a hearing or request that the Arbitrator make a determination without a hearing. Any such hearing requested shall be held at the City Hall at a mutually agreeable time following receipt of the information provided in accordance with this Section 9, however, no later than sixty (60) days from the date of the request. The Arbitrator's determination(s) shall be considered an arbitration award under the provisions of Wis. Stat. ch. 788, shall be binding upon both Parties, and shall be enforceable in accordance with Wis. Stat. §788.09. All arbitration expenses incurred as a result of this Section shall be the sole responsibility of ATCLLC.

10. Hold Harmless and Limitation of Liability. ATCLLC shall indemnify, protect, defend, and hold harmless the City from and against any damage to the Roads set forth on Attachment A, which may arise out of or be caused by any act of ATCLLC or its Contractors in the performance of work associated with the Project. ATCLLC shall indemnify, protect, defend and hold harmless the City from and against any and all losses, claims, lawsuits, judgments, and demands whatsoever, including the cost of investigation and attorneys' fees, which may arise out of or be caused by any negligence of ATCLLC or its Contractors in the use of the Roads set forth on Attachment A in the performance of work associated with the Project.

The City acknowledges that ATCLLC is a regulated utility that operates pursuant to Access Transmission Tariff (the "Tariff") approved from time to time by the Federal Energy Regulatory Commission. Further, the City agrees that no provision in this Agreement is intended to alter or modify the Tariff in any way and that therefore no contractual indemnification or other liability is created or imposed on ATCLLC by this Agreement in excess of the liability imposed on ATCLLC by such Tariff.

Except as otherwise specifically provided for in this Agreement, neither Party will be liable to the other Party for any indirect, special, incidental or consequential damages that are not a reasonably foreseeable consequence of the breaching Party's breach of this Agreement.

11. Insurance. ATCLLC represents that it is self-insured for the first \$2,000,000 for any personal injury and property damage that may occur in connection with operation under the permits and for which ATCLLC might be legally responsible for and has additional insurance coverage in the amount of \$50,000,000 in excess of \$2,000,000, which is deemed sufficient insurance coverage by the City under this Agreement. (See Attachment C.)

12. Additional Permits. This Agreement shall permit ATCLLC the use of Roads within the City set forth on Attachment A. ATCLLC must obtain any and all other permits necessary for completion of the work.

13. Springtime Freezing and Thawing Period. This Agreement does not permit the use of Roads that may be posted with weight limitations during the seasonal springtime freezing and thawing period, unless the City grants a permit for use during such period after determining when the Roads are either frozen or thawing and whether sections should be posted for weight limitations.

14. General Provisions.

A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings or agreements. Failure of ATCLLC or City to insist on performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, shall not be considered as waiving any such terms, conditions, rights or privileges. No waiver shall be effective unless reduced to writing and executed by both Parties. This Agreement and its Exhibits may be modified only in a writing signed by the Parties hereto.

B. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of ATCLLC and the City and their successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory to this Agreement.

C. Severability. In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void portion of such provision shall be deemed severed from this Agreement, unless the removal of the unenforceable provision materially alters the rights or obligations of either Party under this Agreement. Even if there is a material alteration in the remainder of the Agreement, the Agreement shall continue in full force and effect as if such provision was not contained in the Agreement, but the Parties shall negotiate in good faith a new provision that will, to the extent practicable, restore the benefit of the bargain contained in such provision.

D. Governing Law. This Agreement shall be governed by and conform to the laws of the State of Wisconsin.

E. Headings. The headings set forth in this Agreement are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

F. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.

G. Notice. All notices or other communications required or desired to be given under this Agreement by either Party must be in writing and will be deemed to have been fully given by email, addressed to the Party receiving notice, upon confirmation by Delivery Receipt or Read Receipt. Notice shall be given to the following:

For ATCLLC: Jon Callaway, ATC Local Relations
jcallaway@atcllc.com

For City: _____

H. Authority. The Parties hereby warrant and represent that they are acting with full authority of the principals they may represent and/or upon all proper approvals from the entities on behalf of whom they are signing for.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

**THIS AGREEMENT IS ENTERED INTO BY THE DULY AUTHORIZED REPRESENTATIVES
OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW.**

American Transmission Company LLC
By ATC Management Inc., its corporate manager

BY: _____
Jon Callaway, ATC Local Relations

City of Dodgeville, Iowa County, WI

BY: _____
[City Representative], [Title]

ATTEST:

[City Clerk or other representative], [Title]

Attachment A

Insert a map identifying roads to be used here.

Attachment B

Insert list of vehicles and weights here.

The vehicles with license plates are the plated weights. The off-road equipment are the actual weights. The weights are approximate.

Attachment C

Section V. Item #8.

Insert a copy of the ATC Excess Liability Policy here.



CERTIFICATE OF LIABILITY INSURANCE

Section V. Item #8.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Company	20508
	INSURER B: Associated Electric & Gas Insurance Servic	B1164
	INSURER C:	
INSURED American Transmission Company LLC. W234N2000 Ridgeview Pk CT Waukesha, WI 53188	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER · W22848636

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:									EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$	\$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>				Y		6049564686	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$	\$ 1,000,000 \$ \$ \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						XL5114610P	06/01/2021	06/01/2022	EACH OCCURRENCE AGGREGATE \$	\$ 50,000,000 \$ 50,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A		WC 6 49564705	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


This Voids and Replaces Previously Issued Certificate Dated 05/28/2021 WITH ID: W21109212.

General Liability is Self Funded \$2,000,000

The Aegis policy is excess of General Liability, Auto Liability, Employers Liability & Non owed Aviation liability.

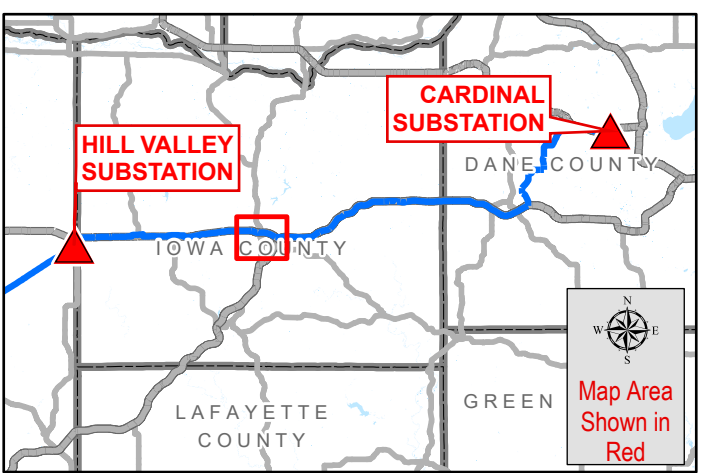
CERTIFICATE HOLDER

CANCELLATION

<p>Sample</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 

Section V. Item #8.

CARDINAL-HICKORY
PROPOSED ROAD USE PLAN
IOWA COUNTY - CITY OF DODGEVILLE



- Cardinal-Hickory Creek Transmission Line
 - Proposed Road Use Plan
 - Field Identified Culverts*
- *Identified by field observation, may not include all culverts

EXISTING TRANSMISSION LINES

Substation

69 kV

138 kV

161 kV

345 kV

OTHER

Interstate, US or State Highway

County Highway

Road

Railroad

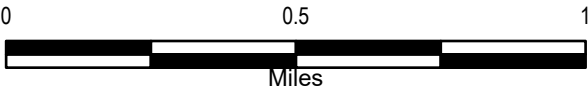
Approximate Gas Pipeline

State Boundary

County Boundary

City / Village

Open Water



ATTACHMENT B: Vehicle equipment list

MJ ELECTRIC

Equipment Description	Weight
10,000 LB Max Line Pull V-Groove Puller	26,000 lbs
JD 844K Frontend Loader w/ grapple & forks	86,000 lbs Additional Weights: Grapple w/ forks – 6,700 lbs Quick Coupler – 3,100 lbs Fluid in rear tires – 6,200 lbs
JD 744K Frontend Loader	63,052 lbs
Semi-Tractor	21,000 lbs
6343 / Heavy Haul Semi	22,500 lbs
5931 / Heavy Haul Semi	25,100 lbs
Flatbed w/ navigator forklift	35,000 lbs
Water Truck	26,900 lbs
T800 Ram Vac Vac Truck	43,200 lbs
27,000 lb Max Condux Puller / ASF-608	17,400 lbs
20,000 lb Condux Puller	13,230 lbs
JD 410K Backhoe	19,000 lbs
JD 310SJ Backhoe	15,000 lbs
Palfinger WT 700 / 230ft Aerial Work Platform	79,950 lbs
30124SX / 30T Crane Manitex	54,500 lbs
50155S / 50T Manitex Crane	72,000 lbs
D115 Elliot 85' Digger Derrick	54,700 lbs
JD 650J Dozer	21,000 lbs
D5K Cat Dozer	21,347 lbs
D6T XW Cat Dozer	58,000 lbs
JD 850J Dozer	51,500 lbs
1050 Sagcat	84,720 lbs
14yrd Dump Truck	25,890 lbs
299D Cat Skidsteer	11,700 lbs
JD 333E Skidsteer	11,100 lbs
Mat Truck w/ S-8000 Loader	41,180 lbs
12,000 lb Material Handler	35,480 lbs
TL1055 Cat Material Handler	34,700 lbs
TF830-B Timber Pro	54,000 lbs
52" Bullwheel Tensioner	7,300 lbs
72" Bullwheel Tensioner	12,340 lbs
Single Hydraulic Reel Stand	20,200 lbs
25T Equipment Trl	10,620 lbs
Extendable Pole Trl	17,000 lbs
55T Lowboy W/ Tandem Stinger axle	36,000 lbs
4 Drum Puller	29,380 lbs

4000 lb 4 Drum Puller	33,500
AF270F Drill Rig	152,120 lbs
Grove GMK 6350	181,402 lbs
JD 350G Excavator	77,000 lbs
Cat 315D Excavator	38,100 lbs
AH100 Altec 100" Bucket Truck on GT3000 Track Bomber	60,000 lbs
AC38-127S-EJ / 38T Altec Crane on GT3000 Pinoth Track Bomber	76,000 lbs
20,000 full drum line pull 3 Drum Hardline Puller	40,300 lbs
Single Drum Puller	6,630 lbs
5 Drum 6000Lb Puller	69,520 lbs
RT865B 65T Grove Crane	107,038 lbs
E190 Elliott Arial Work Platform	108,000 lbs
RT890E 90T Grove Crane	115,976 lbs

ASPLUNDH

Equipment Description	Weight
Processor	72,000
Hot saw	72,000
Excavator mower	68,000
forwarder	63,000
Geoboy mower	34,000
Rayco mower	14,000
skid steer mower	14,000
UTV	3,000
Spray rig for UTV	1,034
UTV trailer	7,000
Semi/lowboy	42,000
Pull truck	16,000
Log truck	38,000
pickup trucks	16,000
water tank & spray equipment	5,000
4x4 lift truck	26,000
Jarraff	26,000
Chipper	8,000
Marsh Master	85,000

AGREEMENT FOR USE OF PARK FACILITIES

The City of Dodgeville, a municipal corporation of Iowa County, Wisconsin (“the City”) and the Iowa County Soccer Association, 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 the spring season on March 20, 2023 through June 18, 2023 and the fall season on August 12, 2023 through November 18, 2023.
2. During the term specified above, the Iowa County Soccer Association shall have the use of the restrooms and the changing rooms in the pavilion, and use of all Harris Park soccer facilities. All use of the Pavilion meeting room and arena will require prior approval from the Park Foreman. The Association shall also have the use of Wilson Park during the fall season. Wilson Park bathrooms will be operable, weather permitting.
3. During the hours of usage by the Association, the facility shall be supervised by the Association, with the toilet facilities open and the sale of concessions at the option of the Association.
4. The City of Dodgeville Parks and Recreation Commission will provide heat and electricity. The Iowa County Soccer Association shall be responsible for picking up all trash and debris inside and outside of the pavilion and depositing it in trash receptacles during the term of the permit.
5. The Iowa County Soccer Association shall pay a fee of \$3,000.00 per season. The fee can be reduced based on the number of participants in reference to the fee structure. The amount of the fee shall be computed as follows: \$ 10.00 per season for each soccer player residing in the City, \$ 15.00 per season for each soccer player residing outside the City but within the Dodgeville School District and \$30.00 per season for each soccer player residing outside of Dodgeville School District. Fees collected will be designated to Park Outlay for maintenance and upgrading Park facilities.
6. The City reserves the right to use the soccer fields for other activities during the lease upon a 10-day notice given to the Iowa County Soccer League.
7. The following three representatives of the Iowa County Soccer Association will act as contact people.

President	GREG WILSON	608-574-5762	GREGORY3562@GMAIL.COM
Vice President	VICTORIA FRITSCH	608-322-6785	soccervicki+icysa@gmail.com
Secretary	ELISE JORENBY	608-214-6612	ELISEJORENBY@GMAIL.COM
Treasurer	NICOLE WIECZOREK	608-574-5566	NLSWIECZOREK@GMAIL.COM
Equipment			
Referee Assignor			
Fundraising			
Registrar	ELISE JORENBY		

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.

8. Use of the scoreboard by the Association shall be permitted subject to its being returned in good condition; and the association shall assume the full risk of theft, loss or damage to the scoreboard and shall be responsible for the cost of any and all repairs. The scoreboard may be checked out from the Public Works Director, Park Foreman or Recreation Director.

9. In consideration of the usage referred to above, the Iowa County Soccer 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 soccer.
 - c. Provide adequate supervision for all Association games and practices and during Association events.
 - d. Provide the City of Dodgeville, 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/Ley Memorial Pavilion facilities by the Association. In addition, the Association agrees to name the City as an additional insured, under its policy, as respects the games, practices and activities related to the sport of soccer.
 - 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 soccer goals 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. All goals shall be moved around during practices to prevent excessive field wear that normally occurs at the goal locations.
 - k. Removal of nets & goals is to be completed by one week after the Fall Season or the City will charge the Soccer Association \$100.00.

1. The City, represented by Greg Lee, David Mortimer or Rachel Spurley reserves the right to refuse the use of the fields if poor weather conditions make damage to the fields probable.

10. The Iowa County Soccer 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 Iowa County Soccer Association, its officers, agents or employees.

The City of Dodgeville shall defend and hold the Iowa County Soccer 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.

IOWA COUNTY SOCCER ASSOCIATION

CITY OF DODGEVILLE

President

TODD D. NOVAK, Mayor

LAUREE AULIK, Clerk-Treasurer

AGREEMENT FOR USE OF PARK FACILITIES

The City of Dodgeville, a municipal corporation of Iowa County, Wisconsin (“the City”) and the Dodgeville Home Talent Team, a non-profit organization (the “Team”), agree as follows:

1. The City grants the Team use of the facilities described below for the following term, commencing April 15, 2023 and expiring October 15, 2023, during games and practices (the “events”). For purposes of this agreement, “events” shall include the prep time preceding and clean up time following games and practices.

2. During the term of this contract and the events specified above, the team shall have the use of the restrooms and use of the Reilly Field facilities.

3. The Team shall be responsible for picking up all trash and debris and depositing it in trash receptacles during the term of the contract and during events.

4. The Team shall pay an annual fee for the use of these facilities. Fees collected and paid to City by September 30, 2023. The amount of the fee shall be computed as follows: **\$400** for the use of the facilities, and **\$200** for the use of the concession stand. Fees collected will be designated to Park Outlay for maintenance and upgrading Park facilities.

5. The two authorized representatives of the Team are Pat Reilly and Ryan Reilly. Any written notices or other documents concerning this agreement shall be served on the Team 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 Team 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 Team is supervising the games, practices and activities related to the conduct of the sport of baseball.
- C. Provide adequate supervision for all events.
- D. Provide the City of Dodgeville by April 15, 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 Centennial Park facilities by the Team. In addition, the Team agrees to name the City as an additional insured, under its policy, as respects the games, practices and activities related to the sport of baseball.
- E. Return the facility to its original condition except that designated equipment may be left with the approval of the Director of Public Works and Parks

Dept. Foreman.

- F. Maintain the Reilly Field infield.
 - G. Report promptly to the Director of Public Works office any building damage, malfunction of equipment or items needing repair. Obtain City approval in writing for repairs, improvements, materials and/or maintenance cost before incurring expense for such work or materials.
 - H. The sale of alcoholic beverages will be in compliance with state law and City ordinances. Unlicensed sale of alcoholic beverages is prohibited.
 - I. The concession stand at Centennial Park will be run by the Home Talent Team.
 - J. All baseball equipment must be taken off the fields at the end of events and put in a safe and secure location, as designated by the Park and Recreation Commission.
 - K. Dates of use, including an accurate game schedule, must be provided to the Public Works Director, Parks Dept. Foreman and Rec Director prior to the first seasonal game. The schedule for any make-up games must be reported as soon as practicable.
 - L. The City, represented by Greg Lee, David Mortimer or Rachel Spurley, reserve the right to refuse the use of the fields if poor weather conditions make damage to the fields probable.
 - M. Maintain the Centennial Park restrooms during events that occur outside of the Parks Department's regular work schedule.
 - N. KEEP THE STORAGE SHED AND CONCESSION STAND NEAT, ORDERLY AND FREE OF GARBAGE. **If the areas are not completely cleaned up by October 15, 2023, time and material for City clean-up will be billed to the organization.**
7. In consideration of the usage referred to above, the City agrees:
- A. The City of Dodgeville's GATOR will be made available to Pat Reilly, Ryan Reilly during the dates specified as required above for infield purposes only. No other person or persons including children and/or relatives may be on the GATOR at any time. The GATOR is not to be driven on city streets unless the following is needed: Gas, Maintenance, of or preparation of other city owned ball fields.
 - B. The City of Dodgeville's Parks Department will be responsible for maintaining the outfield grass during their regular work schedule.

8. The Team 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.

DODGEVILLE HOME TALENT
TEAM

CITY OF DODGEVILLE

Team Representative

TODD D. NOVAK, Mayor

Assistant Team Representative

LAUREE AULIK, Clerk-Treasurer

Date

Date

CITY OF DODGEVILLE
2023 CEMETERY MOWER
48" Deck ZTR

Bidder and Address	Make & Model	Bid Amount
Ritchie's 507 W Main St Cobb, WI 53526	Ferris IS600 25 HP Briggs & Stratton	\$6,900.00
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Ferris IS600 25 HP Briggs & Stratton	\$6,994.15
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Ferris IS600 18.5 HP Kawasaki	\$7,417.15

CITY OF DODGEVILLE 2023 PARKS MOWER

72" Deck

Bidder and Address	Make & Model	Bid Amount
Ritchie's 507 W Main St Cobb, WI 53526	Ferris ISX3300 40 HP B&S	\$15,500.00
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Ferris ISX3300 40 HP B&S	\$15,571.99
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Ferris ISX3300 38 HP Kawasaki	\$15,571.99
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Gravely Pro-Turn 672 35 HP Kawasaki	\$14,278.66
Middleton Power Center 3230 Parmenter St Middleton, WI 53562	Gravely Pro-Turn 672 38.5 HP Kawasaki	\$14,733.76
Mueller Implement, Inc 4948 Hwy YZ Dodgeville, WI 53533	2022 Gravely Pro-Turn 672 35 HP Kawasaki	\$12,959.00