VILLAGE OF COTTAGE GROVE NOTICE OF PUBLIC MEETING

VILLAGE BOARD OF TRUSTEES

Monday, December 19, 2016 6:30 p.m. Village Municipal Offices

221 E. Cottage Grove Rd

1. Call To Order
2. Determination Of Quorum And That The Agenda Was Properly Posted
3. Pledge Of Allegiance
4. PUBLIC APPEARANCES-Public's Opportunity To Speak About Any Subject That Is Not A Specific Agenda Item
5. Discuss And Consider The Minutes Of The Regular Village Board Meeting

   Documents:

   12-5-16 VB MINUTES.PDF

6. New Business
   a. Discuss and consider Monona Grove Cross Country Team Proclamation
   b. Discuss and consider January 2, 2017 Village Board meeting
   c. Discuss and consider 2017 Colonial Club Senior Activity Center Agreement
   d. Discuss and consider 2017 Youth Services of Southern Wisconsin Inc. Agreement
   e. Discuss and consider Resolution 2016-08: Resolution Authorizing the Issuance and Sale of up to $1,122,400 Water System Revenue Bonds, Series 2016, and Providing for Other Details and Covenants with Respect thereto
   f. Discuss and consider Resolution 2016-09: Resolution Declaring Intent to Exercise Special Assessment Police Power Under Section 66.0703, Wisconsin Statues for Seldal Plat Reconstruction

   Documents:

   MG CROSS COUNTRY TEAM-PROCLAMATION.PDF
   VILLAGE BOARD 2017 AGREEMENT FOR 2017 SERVICES - .PDF
   2017 COLONIAL CLUB AGREEMENT DRAFT FOR 12-19-2016 VILLAGE BD. MTG.PDF
   2017 BRIARPATCH-YOUTH SERVICES DRAFT FOR 12-19-2016 VILLAGE BOARD MTG.PDF
   RESOLUTION 2016-08 COTTAGE GROVE V OF - 16 SDW WATER SYS REV BS - RESOLUTION.PDF
   RESOLUTION 2016-09 PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT-SELDAL PLAT.PDF

7. Reports From Village Boards, Commissions & Committees

7. Reports From Village Boards, Commissions & Committees

7.I. Joint Utility Commission And Public Works And Properties Committee

Documents:

PW-UTILITY JOINT AGENDA 12.7.16.PDF

7.II. Community Development Authority

Documents:

12-12-2016 CDA AGENDA.PDF

7.III. Deer-Grove EMS Commission
a. Update on proposed EMS consolidation

Documents:

12-6-16 DGEMS_MAEMS AGENDA.PDF
12-15-2016 DGEMS REVISED COMMISSION AGENDA.PDF

8. Reports From Village Officers
a. Troy Allen
b. Kyle Broom
c. Alex Jushchyshyn
d. Jennifer Pickel
i. Update of current activities involving the Monona Grove School District
e. Harvey Potter
f. John Williams
g. Jack Henrich
h. Attorney Lee Boushea
i. Administrator Matt Giese
j. Director of Planning and Development Erin Ruth
k. Police Chief Dan Layber
k. Clerk Lisa Kalata

9. Communications And Miscellaneous Business
a. Consider approval of vouchers
b. Correspondence
c. Future agenda items

Documents:

12-19-16 BILL LIST.PDF

10. Closed Session:

The Village of Cottage Grove Village Board will enter into Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a closed session; negotiate terms for potential development in Commerce Park with Summit Credit Union and Landmark Corporation.

11. Reconvene Into Open Session And Possible Consideration Of Closed Session Items

12. Adjournment

This agenda has been prepared by Staff and approved by the Village President as Chair of the Village Board for use at the meeting as listed above. Any item on the agenda is subject to final action. Notice: Persons needing special accommodations should call 608-839-4704 at least 24 hours prior to the meeting. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

VILLAGE OF COTTAGE GROVE

VILLAGE BOARD OF TRUSTEES

Monday, December 5, 2016

MINUTES

1. **Call to order**
   The December 5, 2016 regular meeting of the Village Board of Trustees was called to order at 6:30 p.m. by Village President Jack Henrich.
2. **Determination of quorum and that the agenda was properly posted.**
   It was determined that there was a quorum of members present and that the agenda was properly posted. Village Board members present were: Troy Allen, Kyle Broom, Jack Henrich, Alex Jushchyshyn, Jennifer Pickel, Harvey Potter, John Williams. Staff present were Village Clerk Lisa Kalata, Administrator Matt Giese, Village Treasurer Deb Winer, Director of Public Works and Utilities JJ Larson, Director of Parks, Recreation & Forestry Sean Brusegar, Police Chief Dan Layber and Village Attorney Leighton Boushea.
3. **Pledge of Allegiance.**
4. **PUBLIC APPEARANCES –** *Public's opportunity to speak about any subject that is not a specific agenda item.*
   None
5. **Presentations to the Board-Eagle Scout Nathaniel Israel**
   Nathaniel Israel from Eagle Scout Troop 210 presented his Eagle Scout project to be done at Community Park, there will be three parts to the project. 1. Replace bridge railing 2. Build handicap assessable picnic table 3. Build Buddy Bench. The project would be started in spring of 2017.
   Motion by Jushchyshyn to approve the Eagle Scout Project of Nathaniel Israel, seconded by Allen. **Motion** carried with a voice vote of 7-0-0.

6. **Public Hearing-A Public Hearing to hear interested citizens on the 2017 proposed budget for the Village of Cottage Grove.**
   a. **Discuss and Consider Resolution 2016-07; A Resolution adopting the 2017 Budget and Authorizing the Clerk to Levy Taxes.**
      Henrich opened the public hearing up at 6:37 p.m. to the public. There was no public in attendance. Village Administrator Giese summarized the 2017 budget indicating the proposed levy is $3,399,323 which is an increase of $182,987. Village Treasurer Winter explained the final assessment figures from the State, which increased the Village assessment value by $9,335,700. The public hearing was closed by Henrich at 6:50 p.m.
      Motion by Pickel to approve Resolution 2016-07 adopting the 2017 Budget and Authorizing the Clerk to levy taxes, seconded by Potter. **Motion** carried with a voice vote of 6-1-0 with Potter voting No.
7. **Discuss and consider the minutes of the regular Village Board meeting of November 21, 2016.**
   Motion by Pickel to approve the minutes of the regular Village Board meeting of November 21, 2016, seconded by Williams. **Motion** carried with a voice vote of 7-0-0.
8. **New Business**
   a. Discuss and consider operator's license application for Leslie L. Fuller.
      Motion by Pickel to approve the operator's license application for Leslie L. Fuller, seconded by Jushchyshyn. **Motion** carried with a voice vote of 7-0-0.
9. **Unfinished Business**
   a. Discuss and consider DaneCom agreement.
      Motion by Pickel to pay for DaneCom starting January 2017, seconded by Jushchyshyn. Motion carried with a voice vote of 7-0-0.
   b. Update on proposed EMS consolidation.
      Potter indicated the meeting is tomorrow night with the districts and will report at next meeting.
   c. Discuss direction for Village Properties
      Motion by Williams to table item 9c. until a report comes from the Public Works & Properties Committee, seconded by Allen. **Motion** carried with a voice vote of 7-0-0.
10. **Reports from Village Boards, Commissions & Committees**

DRAFT

a. Natvig Landfill Monitoring Review Committee
Jushchyshyn reported the 2016 budget is under by $25 and that there were no reports on the monitoring, that everything is fine. The next meeting will be January 3, 2017.

b. Law Enforcement Committee
Henrich reported that the committee approved no parking on Manley Lane between Donegal Drive and Damascus Trail during school pickup and drop off times Monday-Friday. They also approve the Police Department to participate in a State seat belt enforcement grant. Drug takeback day was a success. The Police Department will be doing a child abduction response team exercise in March 2017.

c. Joint Fire Department Committee
Williams reported that the AFG grant has been summited, this would allow for new equipment for the Fire Department. They discussed a list of small maintenance items approved the cleaning and refinishing of floors in the EMS building. The next meeting will be February 27, 2017.

11. Reports from Village Officers:

a. Troy Allen-None

b. Kyle Broom-Christmas in the Grove was very nice and the Village did a nice job on advertising.

c. Alex Jushchyshyn-None

d. Jennifer Pickel

i. update of current activities involving the Monona Grove School District.

Griff Haase did receive his Eagle Scout badge for the project he completed for the Village. The Monona Grove School Musical will be Les Miserables. Also Kim Sponem is very happy with how the Summit Credit Union project is progressing in the Village.

e. John Williams -Christmas in the Grove was a great event, the craft show was great the Huston's horses were very active all day.

f. Jack Henrich- Christmas in the Grove was very well attended.

g. Attorney Lee Boushea- None

h. Administrator Matt Giese- The Gaston Road is completed and looks fantastic. The closing on the safe drinking loan with be later this month. Thank you to board and staff for the work on completing the 2017 budget.

i. Director of Planning and Development Erin Ruth- absent and excused

j. Clerk Lisa Kalata- Just a reminder that Nomination papers can be circulated and the filing deadline is January 3, 2017. Also Notification of Noncandidacy filing deadline is December 23, 2016. All the information is on the website if there are any questions.

12. Communications and Miscellaneous Business

a. Consider approval of vouchers
Motion by Pickel to approve the Village portion of the vouchers in the amount of $26,376.14, seconded by Jushchyshyn. The check sequence goes from check #41461 to check #41505. **Motion** carried with a voice vote of 7-0-0.

b. Correspondence-None

c. Future agenda items
Cross Country Team
EMS Consolidation
Discuss January 2, 2017 Village Board meeting

13. Closed Session: The Village of Cottage Grove Village Board will enter into Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a closed session; negotiate terms for potential development in Commerce Park with Summit Credit Union and Landmark Corporation.
Motion by Henrich to enter into closed session at 7:14 p.m., seconded by Pickel. Motion carried with a roll call vote of 7-0-0.

14. Reconvene into open session and possible consideration of closed session items.
Motion by Pickel to reconvene to open session at 8:00p.m., seconded by Potter. **Motion** carried with a roll call vote of 7-0-0.

15. Adjournment

DRAFT

Motion by Pickel to adjourn at 8:01 p.m., seconded by Juschchyshyn. **Motion** carried with a voice vote of 7-0-0.

Lisa Kalata, Clerk
Village of Cottage Grove
Approved:

These minutes represent the general subject matter discussed in this meeting but do not reflect a verbatim documentation of the subjects and conversations that took place.

DRAFT

PROCLAMATION

WHEREAS, the Monona Grove Cross Country Team won the 2016 WIAA Division I Conference Championship on October 19, 2016; and

WHEREAS, this represents the team's first conference win in 50+ years; and

WHEREAS, in order to give recognition to its considerable achievement, the Village of Cottage Grove Board of Trustees hereby congratulates the 2016 Monona Grove High School Cross Country Team on its exemplary season, culminating in its first State competition since 1979; and

WHEREAS, the perseverance and dedication are commendable and the players and coaches example to and representation of our community is appreciated.

NOW, THEREFORE, BE IT RESOLVED, that I, Jack Henrich, Village President, and on behalf of the Village Board, hereby commend and congratulate the 2016 Monona Grove Cross Country Team on their accomplishments and ask the community to join me in celebrating their successful season.

Signed in the Village of Cottage Grove,
This 19th day of December, 2016.

_____

Jack Henrich, Village President

BOUSHEA, SEGALL & KLIMINSKI
Attorneys at Law
2945 Triverton Pike Drive, Suite 101
Madison, WI 53711
Telephone (608) 221-0079
Fax (608) 221-7335

Leighton W. Boushea Sharon A. Segall Karl L. Kliminski

TO: VILLAGE OF COTTAGE GROVE BOARD

FROM: VILLAGE ATTORNEY LEIGHTON W. BOUSHEA

DATE: DECEMBER 15, 2016

RE: CONSIDERATION OF 2017 AGREEMENTS FOR COLONIAL CLUB, YOUTH SERVICES OF SOUTHERN WISCONSIN

Monday evenings agenda includes agenda items for renewing the Agreements with the Colonial Club and Youth Services of Southern Wisconsin.

It's my understanding these have both been included in the 2017 Village Budget. I have therefore provided drafts of both Agreements incorporating the same terms and conditions contained in this years documents.

Please let us know if you have any questions or require additional information.

Thanks,

Lee Boushea

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (AGREEMENT) is entered into with an effective date of January 1, 2017 by and between the VILLAGE OF COTTAGE GROVE (VILLAGE) and THE COLONIAL CLUB SENIOR ACTIVITY CENTER (COLONIAL CLUB)

WHEREAS, the COLONIAL CLUB is a progressive community-based non-profit organization dedicated to enhancing the health and dignity of older adults in Northeast Dane County, and

WHEREAS, the CLONIAL CLUB provides certain services to older adult residents of the VILLAGE

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, it is hereby agreed between the parties as follows:

ARTICLE I – PREAMBLE

A. The parties mutually agree the VILLAGE and the COLONIAL CLUB are separate and distinct entities and shall not have any general authority to enter into any contract, assume or impose any obligation on behalf of the other.

B. Neither party has any responsibility or obligation for the employees of the other party.

ARTICLE II – OBLIGATIONS OF THE PARTIES

A. OBLIGATIONS OF COLONIAL CLUB

Pursuant to this AGREEMENT, COLONIAL CLUB agrees to provide the following services:

1. 3.0 hours weekly of one-on-one case management support for persons 60 and over consisting of onsite case management support, or assistance for those that require guidance through the Medicare Part D process. These services may be

provided at the Taylor Ridge Senior Living Center, Bank of Sun Prairie in Cottage Grove or the Sun Prairie Colonial Club location.

2. Subject to receiving requested Federal funding, delivering 1,680 noon meals to homebound residents who meet Dane County nutrition requirements,
3. Provide 6,000 miles in transportation service as needed to and from the Colonial Club for residents who enter the Adult Day Center program.
4. Provide 1,500 miles in transportation service as needed to and from the Colonial Club for a resident who would like to eat at the congregate meal site and then stay for activities.
5. Support RSVP volunteer with on-site office assistance to schedule medical transport for residents.
6. Provide 4 hours per week of Supportive Home Care for eligible residents.
7. Offer weekly variety of activities, educational and socialization opportunities at the Colonial Club.
8. Provide 100 copies of monthly newsletter "The Courier" at Village Hall, Taylor Ridge, and other sites throughout Cottage Grove.
9. Provide opportunities for volunteering for residents to support Colonial Club programming.
10. Explore opportunities for collaboration with other village providers of service for older adults.

B. **OBLIGATIONS OF THE VILLAGE OF COTTAGE GROVE**

VILLAGE agrees to identify a person to serve as liaison between the VILLAGE and the COLONIAL CLUB.

C. The parties may mutually agree in writing to revise these services/obligations.

D. COLONIAL CLUB may not assign any of the services/obligations outlined in this AGREEMENT without the prior written consent of the VILLAGE.

ARTICLE III - CONSIDERATION

A. In consideration of COLONIAL CLUB satisfactorily providing the services/obligations outlined in SECTION II (A), the VILLAGE agrees to pay the COLONIAL CLUB for the year 2017, the sum of TWELVE-THOUSAND DOLLARS ($12,000.00)

B. Payment for these services shall be made within thirty (30) days of receipt of the annual invoice form COLONIAL CLUB.

ARTICLE IV - REPRESENTATIVES

A. COLONIAL CLUB agrees all services and activities performed pursuant to this AGREEMENT will be supervised and directed by **MELODY RIEDEL, DIRECTOR OF SERVICES** (Program Director) for the COLONIAL CLUB or designee.

COLONIAL CLUB shall inform the VILLAGE of any changes to the COLONIAL CLUB representative.

B. All dealings between the VILLAGE and COLONIAL CLUB with respect to the subject matter of this AGREEMENT shall be with **VILLAGE ADMINISTRATOR MATT GIESE** or his designee.

ARTICLE V – TERM, RENEWAL, TERMINATION

A. The term of this AGREEMENT shall extend from the first day of January 2017 and terminate on the 31st day of December, 2017.

B. Consideration of funding, renewing or amending the underlying AGREEMENT for subsequent year(s) shall occur as part of the VILLAGE

Budget process and shall be completed prior to adoption of the final VILLAGE Budget.

C. Either party may terminate this AGREEMENT without cause by providing the other party with thirty (30) days advance written notice, sent by certified mail, of their intent to do so.

D. If the AGREEMENT is terminated before the end of a calendar year, the VILLAGE shall pay COLONIAL CLUB a pro-rated amount of the annual rate or COLONIAL CLUB shall return a pro-rated amount to the VILLAGE within thirty (30) days of such termination.

ARTICLE VI. INDEMNITY

A. COLONIAL CLUB agrees to indemnify and hold the VILLAGE harmless from any and all liability, loss, damages, demands, suits and/or judgments arising from COLONIAL CLUB negligent acts, errors or omissions in the performance of this AGREEMENT.

B. The VILLAGE agrees to indemnify and hold COLONIAL CLUB harmless from any and all liability, loss, damages, demands, suits and/or judgments arising from VILLAGE negligent acts, errors or omissions in the performance of this AGREEMENT.

ARTICLE VII – RESOLUTION OF DISPUTES

A. INFORMAL DISPUTE RESOLUTION

In the event a dispute arises regarding the performance or interpretation of this AGREEMENT, both parties agree to negotiate in good faith to resolve the dispute.
If the dispute is not resolved within sixty (60) days, the dispute shall be referred to mediation unless both parties agree to extend the Informal Resolution Process.
Either party may terminate the extended Informal Dispute Process by providing written notice to the other party.

B. MEDIATION.

(i) The parties agree to name a mediator within fourteen (14) days of the expiration of the time period to reach informal resolution.
If no mediator is agreed upon within said 14 days, each party shall name a third party and the third parties so named shall pick a mediator within 10 days. The parties shall present their dispute to the mediator within 60 days of the mediator being named.

(ii) The mediator shall not have the authority to add, change, alter or modify any of the terms or provisions of this Agreement.

(iii) The expense of the mediator shall be divided equally between the parties.

ARTICLE VIII – MISCELLANEOUS

A. ENTIRE AGREEMENT

This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are not understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND

This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood COLONIAL CLUB may not assign any rights or obligations hereunder without the prior written consent of the VILLAGE.

C. GOVERNING LAW

This AGREEMENT shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.

D. HEADINGS; REFERENCES

The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this AGREEMENT.

E. SEVERABILITY

If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE

Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

VILLAGE OF COTTAGE GROVE

ATTN.: VILLAGE ADMINISTRATOR
MATT GIESE
221 E. COTTAGE GROVE RD
COTTAGE GROVE, WI 53527

COLONIAL CLUB SENIOR ACTIVITY CENTER

ATTN: EXECUTIVE DIRECTOR
ROBERT POWER
301 BLANKENHEIM LANE
SUN PRAIRIE, WISCONSIN 53590

G. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties will comply with all applicable federal, state and local law regulations.

H. COUNTERPARTS

This AGREEMENT may be executed in counterparts and the signatures of each party on separate copies of the AGREEMENT shall be fully effective to bind each of them to the AGREEMENT with any other party that signs any separate copy of the AGREEMENT.

I. REPRESENTATION

The parties acknowledge this AGREEMENT was drafted by Attorney Leighton W. Boushea who serves as the attorney for the VILLAGE.

The COLONIAL CLUB acknowledges Attorney Leighton W. Boushea cannot and has not provided any legal counsel.

If any term, section or other portion of this document is reviewed by a court, mediator, arbitrator or other judicial or *quasi* judicial entity, such entity shall treat this document as having been drafted by both parties jointly. By the terms of this AGREEMENT, neither party shall benefit from not having drafted this document.

COLONIAL CLUB SENIOR ACTIVITY CENTER

_____ By: _____
Date Robert Powers, EXECUTIVE DIRECTOR

VILLAGE OF COTTAGE GROVE

_____ By: _____
Date Jack Henrich, VILLAGE PRESIDENT

_____ Attest: _____
Date Lisa Kalata, VILLAGE CLERK

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (AGREEMENT) is entered into with an effective date of January 1, 2017 by and between the VILLAGE OF COTTAGE GROVE (VILLAGE) and BRIARPATCH YOUTH SERVICES (BRIARPATCH), formerly known as YOUTH SERVICES OF SOUTHERN WISCONSIN INC. (YSOSW)

WHEREAS, YSOSW previously developed and managed YOUTH PEER COURT programs in various municipalities, and

WHEREAS, YSOSW has managed a YOUTH PEER COURT PROGRAM in the VILLAGE since 2004, and the VILLAGE wishes to continue this program and receive various services from the successor to YSOSW, BRIARPATCH

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, it is hereby agreed between the parties as follows:

ARTICLE I – PREAMBLE

A. The parties mutually agree the VILLAGE and BRIARPATCH are separate and distinct entities and shall not have any general authority to enter into any contract, assume or impose any obligation on behalf of the other.

B. Neither party has any responsibility or obligation for the employees of the other party.

ARTICLE II – OBLIGATIONS OF THE PARTIES

A. Obligations of BRIARPATCH

BRIARPATCH agrees to operate a Youth Peer Court in Cottage Grove under jurisdiction of the Cottage Grove Municipal Court. Services provided under this AGREEMENT shall include:

1. Managing day-to-day operations of the Youth Peer Court (YPC).

2. Processing cases assigned by the Village of Cottage Grove Municipal Court subject to the following:

   (a) No case referral will involve an individual who has attained the age of eighteen (18) who was not enrolled in High School at the time of his or her offense.

   (b) Traffic referrals shall be limited to determining potential alternative dispositions to the payment of forfeitures adjudicated with first offense traffic violations.

3. Recruitment and training youth volunteers for YPC service.

4. Monitoring respondent compliance with YPC dispositions and reporting this information to the Municipal Court Judge on a monthly basis.

5. Facilitating monthly YPC sessions for up to 6 respondents.

6. Attending YPC Steering Committee Meetings.

7. Completing quarterly and year-end reports to include program related data.

8. Making the agency's Retail Theft Panels and supervised community service work teams available to YPC respondents.

9. Provide Cottage Grove with an annual Invoice for Services

B. Obligations of the Village of Cottage Grove

VILLAGE agrees to:

1. Establish and maintain a YPC Steering Committee of at least three (3) community members who reside or work in the Village or Township of Cottage Grove.
2. Hold at least two (2) Steering Committee meetings annually. These meetings shall include a review of YPC goals and objectives.
3. Identify a person to serve as liaison between the Cottage Grove Municipal Court and BRIARPATCH. (see IV B)

C. The parties may mutually agree in writing to revise these services/obligations.

D. BRIARPATCH may not assign any of the services/obligations outlined in this AGREEMENT.

ARTICLE III - CONSIDERATION

A. In consideration of BRIARPATCH satisfactorily providing the services/obligations outlined in SECTION II, the VILLAGE agrees to pay BRIARPATCH for the year 2017 the sum of SIX THOUSAND DOLLARS ($6,000.00).

B. Payment for these services shall be made within thirty (30) days of receipt of the annual invoice form BRIARPATCH.

ARTICLE IV - REPRESENTATIVES

A. BRIARPATCH agrees all services and activities performed pursuant to this AGREEMENT will be supervised and directed by JAY KIEFER the Program Director for BRIARPATCH or designee.

BRIARPATCH shall inform the VILLAGE of any changes to the BRIARPATCH representative.

B. All dealings between the VILLAGE and BRIARPATCH with respect to the subject matter of this AGREEMENT shall be with VILLAGE ADMINISTRATOR MATT GIESE or his designee.

ARTICLE V – TERM/RENEWAL/TERMINATION

A. The term of this AGREEMENT shall extend from the first day of January 2017 and terminate on the 31st day of December, 2017.

B. Consideration of funding, renewing or amending the underlying AGREEMENT for subsequent year(s) shall occur as part of the Village Budget process and shall be completed prior to adoption of the final Village Budget.

B. Either party may terminate this AGREEMENT without cause by providing the other party with thirty (30) days advance written notice, sent by certified mail, of their intent to do so.

(C) If the AGREEMENT is terminated before the end of a calendar year, the VILLAGE shall pay BRIARPATCH a pro-rated amount of the annual rate or BRIARPATCH shall return a pro-rated amount to the VILLAGE within thirty (30) days of such termination.

ARTICLE VI. INDEMNITY

A. BRIARPATCH agrees to indemnify and hold the VILLAGE harmless from any and all liability, loss, damages, demands, suits and/or judgments arising from BRIARPATCH negligent acts, errors or omissions in the performance of this AGREEMENT.

B. The VILLAGE agrees to indemnify and hold BRIARPATCH harmless from any and all liability, loss, damages, demands, suits and/or judgments arising from VILLAGE negligent acts, errors or omissions in the performance of this AGREEMENT.

ARTICLE VII – RESOLUTION OF DISPUTES

A. INFORMAL DISPUTE RESOLUTION

In the event a dispute arises regarding the performance or interpretation of this AGREEMENT, both parties agree to negotiate in good faith to resolve the dispute.
If the dispute is not resolved within sixty (60) days, the dispute shall be referred to mediation unless both parties agree to extend the Informal Resolution Process.
Either party may terminate the extended Informal Dispute Process by providing written notice to the other party.

B. MEDIATION.

(i) The parties agree to name a mediator within fourteen (14) days of the expiration of the time period to reach informal resolution.
If no mediator is agreed upon within said 14 days, each party shall name a third party and the third parties so named shall pick a mediator within 10 days. The parties shall present their dispute to the mediator within 60 days of the mediator being named.

(ii) The mediator shall not have the authority to add, change, alter or modify any of the terms or provisions of this Agreement.

(iii) The expense of the mediator shall be divided equally between the parties.

ARTICLE VIII – MISCELLANEOUS

A. ENTIRE AGREEMENT

This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are not understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by

all the parties.

B. PARTIES BOUND

This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood BRIARPATCH may not assign any rights or obligations hereunder without the prior written consent of the VILLAGE.

C. GOVERNING LAW

This AGREEMENT shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.

D. HEADINGS; REFERENCES

The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this AGREEMENT.

E. SEVERABILITY

If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE

Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

VILLAGE OF COTTAGE GROVE
ATTN.: VILLAGE ADMINISTRATOR
MATT GIESE
221 E. COTTAGE GROVE RD
COTTAGE GROVE, WI 53527

BRIARPATCH YOUTH SERVICES
ATTN: JAY KIEFER
2720 RIMROCK ROAD
MADISON WISCONSIN 53713

G. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties will comply with all applicable federal, state and local law regulations.

H. REMEDIES

Except as may be otherwise provided in this AGREEMENT, all claims, counterclaims, disputes and other matters in question between the VILLAGE and BRIARPATCH arising out of or relating to this AGREEMENT or breach thereof will be decided first by mediation, if the parties mutually agree, or failing such agreement, in a court of competent jurisdiction located within Dane County, Wisconsin.

I. COUNTERPARTS

This AGREEMENT may be executed in counterparts and the signatures of each party on separate copies of the AGREEMENT shall be fully effective to bind each of them to the AGREEMENT with any other party that signs any separate copy of the AGREEMENT.

J. REPRESENTATION

The parties acknowledge this AGREEMENT was drafted by Attorney Leighton W. Boushea who serves as the attorney for the VILLAGE.

BRIARPATCH acknowledges Attorney Leighton W. Boushea cannot and has not provided any legal counsel. If any term, section or other portion of this document is reviewed by a court, mediator, arbitrator or other judicial or *quasi* judicial entity, such entity shall treat this document as having been drafted by both parties jointly. By the

terms of this AGREEMENT, neither party shall benefit from not having drafted this document.

BRIARPATCH YOUTH SERVICES

_____ By: _____
Date

VILLAGE OF COTTAGE GROVE

_____ By: _____
Date Jack Henrich, VILLAGE PRESIDENT

_____ Attest: _____
Date Lisa Kalata, VILLAGE CLERK

RESOLUTION NO. 2016-08

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO $1,122,400 WATER SYSTEM REVENUE BONDS, SERIES 2016,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the Village of Cottage Grove, Dane County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. 2013-06 adopted on June 3, 2013 (the "2013 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2013, dated June 12, 2013 (the "2013 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 2015-13 adopted on December 21, 2015 (the "2015 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2015, dated December 23, 2015 (the "2015 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2013 Bonds and the 2015 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2013 Resolution and the 2015 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 5515-03 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2015-0361 and dated June 4, 2015, No. W-2015-0487 and dated August 11, 2015, No. W-2015-0487A and dated February 24, 2016 and No. W-2015-0487B and dated August 19, 2016 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the $1,122,400 Water System Revenue Bonds, Series 2016, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Village Board, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of

the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the Village of Cottage Grove, Dane County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2013 Bonds and the 2015 Bonds, collectively;

(p) "Prior Resolutions" means the 2013 Resolution and the 2015 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2013 Bonds" means the Municipality's Water System Revenue Bonds, Series 2013, dated June 12, 2013;

(u) "2013 Resolution" means Resolution No. 2013-06 adopted by the Governing Body on June 3, 2013 authorizing the issuance of the 2013 Bonds;

(v) "2015 Bonds" means the Municipality's Water System Revenue Bonds, Series 2015, dated December 23, 2015; and

(w) "2015 Resolution" means Resolution No. 2015-13 adopted by the Governing Body on December 21, 2015 authorizing the issuance of the 2015 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of $1,122,400; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the President and Village Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2016" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.540% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2017 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the President and Village Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service

Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created by the 2013 Resolution are hereby continued to be used solely for the following respective purposes:

(a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

(b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.

(c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.

(d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

(b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds

coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and any amounts required by a future resolution authorizing the issuance of Parity Bonds to be deposited into a reserve account established within the Debt Service Fund; and

(c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the

System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to $1,122,400 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality

may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the

Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: December 19, 2016

Approved: December 19, 2016

_____
Jack W. Henrich
President

Attest:

_____
Lisa Kalata
Village Clerk

RESOLUTION NO. 2016-09

VILLAGE OF COTTAGE GROVE, WISCONSIN
A PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POLICE POWER
UNDER SECTION 66.0703, WISCONSIN STATUES
FOR SELDAL PLAT RECONSTRUCTION

RESOLVED, by the Village Board of the Village of Cottage Grove, Wisconsin:

1. The Village Board hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessment upon property within the following described area for special benefits conferred upon such property by improvement of the following streets:

   All properties abutting Donna Street, Connie Street, Bonnie Road, Cheryl Street, and Lori Lane.

2. The public improvement shall include the installation of curb and gutter and driveway approaches.

3. The total amount assessed against the properties in the defined assessment district shall not exceed 100% of the cost of curb and gutter and 100% of driveway approaches. The Village Board determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on front footage and driveway area.

4. The assessment against any parcel may be paid in cash or in annual installments, the number of which is determined by the final amount owed on the proposed assessment.

5. The Village Engineer shall prepare a report which shall consist of:

   a. Plans and specifications for the improvements;
   b. An estimate of the entire cost of the proposed curb and gutter and driveway approach improvements;
   c. Schedule of proposed assessments.

6. When the report is completed, the Village Engineer shall file a copy of the report with the Village Clerk for public inspection.

7. Upon receiving the report of the Village Engineer, the Clerk shall cause notice to be given stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. The notice shall be published as a Class 1 notice and a copy shall be mailed, at least 10 days before the hearing, to every interested party.

8. The hearing shall be held at the Village Hall at a time set by the Clerk in accordance with Section 66.0703, Wisconsin Statutes.

Adopted: December 19, 2016

Signed:_____
Jack Heinrick, Village President

Attest:_____
Lisa Kalata, Village Clerk/Treasurer

VILLAGE OF COTTAGE GROVE ***NOTICE OF PUBLIC MEETING***

JOINT MEETING OF THE UTILITY COMMISSION AND PUBLIC WORKS & PROPERTIES COMMITTEE

Wednesday, December 7, 2016
6:00 PM

Village Hall
221 E. Cottage Grove Rd.
****note location change****

AGENDA

1) **Call Meeting to Order**

2) **Quorum and roll call**

3) **Public Appearances** – Public's opportunity to speak about any subject that is not a specific agenda item.

4) **Public Information Meeting – Seldal Plat Street Reconstruction Project**
   a. **Project presentation is 6:00 – 6:15 pm.**
   b. **Project discussion is 6:15 – 6:45 pm.**

5) **Old Business**

6) **New Business**
   a. **Discuss charges assessed to lot owner in response to violation of ordinance 224-2(F).**
   b. **Discuss and consider Capital Equipment Plan changes**

7) **Engineer's report**

8) **Director's report**

9) **Approve water and sewer vouchers**

10) **Approve the minutes of the November 1, 2016 Public Works & Properties meeting**

11) **Approve the minutes of the November 9, 2016 Utility Commission meeting**

12) **Set tentative date for next meetings**

13) **Future Agenda Items**

14) **Adjournment**

The Public Works/Properties Committee will adjourn no later than 9:30 p.m. Any agenda item not considered or remaining shall be forwarded to the next committee meeting**.**

Notice:

1. Persons needing special accommodations should call 839-4704 at least 24 hours prior to the meeting.
2. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
3. Any item on the agenda is subject to final action.

VILLAGE OF COTTAGE GROVE ***NOTICE OF PUBLIC MEETING***

COMMUNITY DEVELOPMENT AUTHORITY

Monday, December 12, 2016 **5:30 P.M.** **Municipal Building**
221 E. Cottage Grove Rd.

AGENDA

1. Call to order

2. Determination of quorum and that the agenda was properly posted.

3. **PUBLIC APPEARANCES –** *Public's opportunity to speak about any subject that is not a specific agenda item.*

4. Discuss and consider approval of minutes of the September 12, 2016 CDA meeting.

5. Discuss and consider approval of minutes of the November 14, 2016 CDA meeting.

6. Update on advertisement for MADREP's annual 'Madison Area Economic Development Guide.'

7. Update on Village video project prepared by CGI, Inc.

8. Preliminary discussion of potential land uses north of I-94.

9. Future agenda items.

10. Adjournment

This agenda has been prepared by Staff and approved by the Village President for use at the meeting as listed above. Any item on the agenda is subject to final action. Notice: Persons needing special accommodations should call 608-839-4704 at least 24 hours prior to the meeting. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Deer-Grove EMS, Cambridge, & Marshall Area EMS Committee for Regionalization/Consolidation
Tuesday December 6, 2016 5:00pm
Cottage Grove Emergency Services Building
4030 County Highway N
Cottage Grove, WI 53527

AGENDA

1. ***Call to order***

2. ***Presentation from public.***

3. ***Approval of minutes from November 15, 2016 committee meeting.***

4. ***Discuss and consider RFP for consolidation implementation advisor.***

5. ***Discuss data update from each agency.***

6. ***Study and Compare current Intergovernmental Agreements from each EMS District***

7. ***Other items or topics for discussion.***

8. ***Items for next agenda.***

9. ***Schedule next meeting.***

10. ***Adjournment***

Posted (3) (Marshall PSB, Marshall Post Office, F&M State Bank)

Cc: Allain, Bunch, Hellenbrand, Lenius, Pogue, Prosser, Helwig, Updike, Peck, Braithwaite, Potter, Erschen, Wieczorek

***Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials of the meeting to be in an accessible location or format must contact the Director at 608-655-4655, 48 hours prior to meeting so that any necessary arrangements can be made to accommodate each request.

DEER-GROVE EMS COMMISSION MEETING
Cottage Grove Emergency Services Building
4030 County Road N, Cottage Grove, WI 53527
Thursday, December 15, 2016 6:30 PM

REVISED AGENDA

1. Call to Order.
2. Public Appearances: The public's opportunity to speak to the commission about any item not on the agenda.
3. Approval of minutes from previous meeting(s).
4. Discuss and Consider approval of November Financial Reports.
5. Discuss and Consider approval of Bills for Budgeted/Approved Expenses.
6. Discuss and Consider approval of Write Offs and Aging of Accounts.
7. Staff Report.
8. Correspondence.
9. Update on DGEMS and MAEMS regionalization discussions.
10. Discuss and consider RFP for a Consolidation Consultant.
11. Discuss and consider amending the 2016 DGEMS Budget.
12. Discuss and consider Lifequest Services' recommendations regarding service fees.
13. Consider/Adopt motion to move into closed session pursuant to Wis. Stat. §19.85(1)(e) 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: Discuss offering of contracted EMS services.
14. Consider/Adopt motion to reconvene to open session and to take any action necessary from closed session.
15. Set next commission meeting date and location.
16. Agenda items for next commission meeting.
17. Adjournment.

****ANY ITEM IS SUBJECT FOR ACTION****

By: Harvey Potter, Chairperson Submitted December 7, 2016

It is possible that members of and a possible quorum of members of other governmental bodies of the municipalities may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Please Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Deer-Grove EMS Chief at 608-839-5658.

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
ADVANCED DISPOSAL				
3820	ADVANCED DISPOSAL	A20000358183	GARBAGE COLLECTION - NOVEMBER	19,028.62
3820	ADVANCED DISPOSAL	A20000358183	RECYCLING COLLECTION - NOVEMBER	8,136.96
	Total ADVANCED DISPOSAL:			27,165.58
ALLIANT ENERGY/WP&L				
31	ALLIANT ENERGY/WP&L	31-122016	0470910000 240 PROGRESS DR	327.82
31	ALLIANT ENERGY/WP&L	31-122016	0470910000 240 PROGRESS DR	28.93
31	ALLIANT ENERGY/WP&L	31-122016	0470910000 240 PROGRESS DR	28.93
31	ALLIANT ENERGY/WP&L	31-122016	2225830000 STREET LIGHTS	6,316.77
31	ALLIANT ENERGY/WP&L	31-122016	2320700000 704 N MAIN ST WELL #3	22.40
31	ALLIANT ENERGY/WP&L	31-122016	2620600000 540 N MAIN ST LIGHTS	41.01
31	ALLIANT ENERGY/WP&L	31-122016	3017850000 NORTHLAWN PARK	21.86
31	ALLIANT ENERGY/WP&L	31-122016	3143950000 HWY N TOWER	55.37
31	ALLIANT ENERGY/WP&L	31-122016	4668230000 TRILLIUM TRL LIFT STATION	58.98
31	ALLIANT ENERGY/WP&L	31-122016	5067730000 4195 VILAS RD LIFT STATION	1,398.73
31	ALLIANT ENERGY/WP&L	31-122016	5163650000 RG HUSTON PARK	29.09
31	ALLIANT ENERGY/WP&L	31-122016	5909800000 220 PROGRESS DR	145.78
31	ALLIANT ENERGY/WP&L	31-122016	5909800000 220 PROGRESS DR	12.86
31	ALLIANT ENERGY/WP&L	31-122016	5909800000 220 PROGRESS DR	12.86
31	ALLIANT ENERGY/WP&L	31-122016	6397100000 4062 HWY N TRAFFIC LIGHTS	13.37
31	ALLIANT ENERGY/WP&L	31-122016	7541940000 704 N MAIN ST WELL #3	1,376.47
31	ALLIANT ENERGY/WP&L	31-122016	0627540000 LANDMARK DR STREET LIGHTS	531.08
31	ALLIANT ENERGY/WP&L	31-122016	1670310000 1507 LANDMARK DR WELL #4	1,746.95
31	ALLIANT ENERGY/WP&L	31-122016	1960850000 DONNA ST WELL #2	1,434.53
31	ALLIANT ENERGY/WP&L	31-122016	2222530000 4195 VILAS RD LOT LIGHTS	42.82
31	ALLIANT ENERGY/WP&L	31-122016	4153410000 110 S MAIN ST	608.18
31	ALLIANT ENERGY/WP&L	31-122016	5282160000 HWY N STOP LIGHT	55.49
31	ALLIANT ENERGY/WP&L	31-122016	6101720000 4720 GASTON CIR WATER TOWER	102.44
31	ALLIANT ENERGY/WP&L	31-122016	7255110000 221 E COTTAGE GROVE RD	322.04
31	ALLIANT ENERGY/WP&L	31-122016	7255110000 221 E COTTAGE GROVE RD	107.35
31	ALLIANT ENERGY/WP&L	31-122016	7255110000 221 E COTTAGE GROVE RD	107.35
31	ALLIANT ENERGY/WP&L	31-122016	8469260000 225 BONNIE RD	127.73
31	ALLIANT ENERGY/WP&L	31-122016	8469260000 225 BONNIE RD	42.58
31	ALLIANT ENERGY/WP&L	31-122016	8469260000 225 BONNIE RD	42.58
31	ALLIANT ENERGY/WP&L	31-122016	9204600000 COMMERCE PKWY LIFT STATION	191.50
31	ALLIANT ENERGY/WP&L	31-122016	9816850000 HWY N STREET LIGHTS	180.05
	Total ALLIANT ENERGY/WP&L:			15,533.90
ALSCO				
1462	ALSCO	IMIL1146725	MATS @ MUNICIPAL SERVICES BLDG	37.02
1462	ALSCO	IMIL1146725	MATS @ MUNICIPAL SERVICES BLDG	3.27
1462	ALSCO	IMIL1146725	MATS @ MUNICIPAL SERVICES BLDG	3.27
1462	ALSCO	IMIL1146726	MATS & UNIFORMS	6.36
1462	ALSCO	IMIL1146726	MATS & UNIFORMS	28.87
1462	ALSCO	IMIL1146726	MATS & UNIFORMS	10.19
1462	ALSCO	IMIL1146726	MATS & UNIFORMS	10.19
1462	ALSCO	IMIL1146727	MATS @ VLG HALL	18.62
1462	ALSCO	IMIL1146727	MATS @ VLG HALL	6.21
1462	ALSCO	IMIL1146727	MATS @ VLG HALL	6.21
1462	ALSCO	IMIL1149322	MATS @ MUNICIPAL SERVICES BLDG	37.02
1462	ALSCO	IMIL1149322	MATS @ MUNICIPAL SERVICES BLDG	3.27
1462	ALSCO	IMIL1149322	MATS @ MUNICIPAL SERVICES BLDG	3.27
1462	ALSCO	IMIL1149323	MATS & UNIFORMS	6.36
1462	ALSCO	IMIL1149323	MATS & UNIFORMS	28.87

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
1462	ALSCO	IMIL1149323	MATS & UNIFORMS	10.19
1462	ALSCO	IMIL1149323	MATS & UNIFORMS	10.19
1462	ALSCO	IMIL1149324	MATS @ VLG HALL	18.62
1462	ALSCO	IMIL1149324	MATS @ VLG HALL	6.21
1462	ALSCO	IMIL1149324	MATS @ VLG HALL	6.21
	Total ALSCO:			260.42
AXLEY BRYNELSON LLP				
366	AXLEY BRYNELSON LLP	680049	CORRESPONDENCE WITH CHIEF LAYBER	115.00
	Total AXLEY BRYNELSON LLP:			115.00
BADGER WELDING SUPPLIES INC				
33	BADGER WELDING SUPPLIES INC	3379991	#4 ACETYLENE	35.87
33	BADGER WELDING SUPPLIES INC	3379991	#4 ACETYLENE	11.95
33	BADGER WELDING SUPPLIES INC	3379991	#4 ACETYLENE	11.95
	Total BADGER WELDING SUPPLIES INC:			59.77
BAER INSURANCE SERVICES LLC				
1062	BAER INSURANCE SERVICES LLC	60572	BLANKET CRIME BONDS	285.00
1062	BAER INSURANCE SERVICES LLC	60572	BLANKET CRIME BONDS	228.00
1062	BAER INSURANCE SERVICES LLC	60572	BLANKET CRIME BONDS	171.00
1062	BAER INSURANCE SERVICES LLC	60572	BLANKET CRIME BONDS	142.50
1062	BAER INSURANCE SERVICES LLC	60572	BLANKET CRIME BONDS	142.50
1062	BAER INSURANCE SERVICES LLC	60572	BLANKET CRIME BONDS	171.00
	Total BAER INSURANCE SERVICES LLC:			1,140.00
BOUSHEA SEGALL & KLIMINSKI				
206	BOUSHEA SEGALL & KLIMINSKI	10013	GENERAL LEGAL	7,065.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	GENERAL LEGAL - PROPOSED ANNEXATION	300.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	EMS LEGAL	120.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	MUNICIPAL COURT LEGAL	1,005.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	ECONOMIC DEVELOPMENT LEGAL - CDA	450.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	TID #6 LEGAL	120.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	TID #7 LEGAL	330.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	WATER UTILITY LEGAL	1,410.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	WATER UTILITY LEGAL - GASTON RD PROJECT	1,800.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	SEWER UTILITY LEGAL	75.00
206	BOUSHEA SEGALL & KLIMINSKI	10013	DAN SPRANSY LEGAL	340.00
	Total BOUSHEA SEGALL & KLIMINSKI:			13,015.00
BURKE TRUCK & EQUIPMENT				
2	BURKE TRUCK & EQUIPMENT	20630	CURB, SHOE RH 3/4", BOLTS & NUTS	295.15
2	BURKE TRUCK & EQUIPMENT	20630	CURB, SHOE RH 3/4", BOLTS & NUTS	98.38
2	BURKE TRUCK & EQUIPMENT	20630	CURB, SHOE RH 3/4", BOLTS & NUTS	98.38
2	BURKE TRUCK & EQUIPMENT	20817	HOSE & FITTINGS	52.05
2	BURKE TRUCK & EQUIPMENT	20817	HOSE & FITTINGS	17.35
2	BURKE TRUCK & EQUIPMENT	20817	HOSE & FITTINGS	17.35
	Total BURKE TRUCK & EQUIPMENT:			578.66
CARD SERVICE CENTER				
30	CARD SERVICE CENTER	30-122016P&R	FUEL	34.35

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
30	CARD SERVICE CENTER	30-122016P&R	FUEL	11.45
30	CARD SERVICE CENTER	30-122016P&R	FUEL	11.45
30	CARD SERVICE CENTER	30-122016P&R	SAW BLADES (4)	162.18
30	CARD SERVICE CENTER	30-122016P&R	LOCK FOR ELECTRICAL PANEL	18.05
30	CARD SERVICE CENTER	30-122016P&R	CARDSTOCK	9.99
30	CARD SERVICE CENTER	30-122016P&R	WPRA MEMBERSHIP - BRUSEGAR	130.00
30	CARD SERVICE CENTER	30-122016P&R	WPRA MEMBERSHIP - MACASKILL	130.00
30	CARD SERVICE CENTER	30-122016PD	MEALS @ TRAINING	93.91
30	CARD SERVICE CENTER	30-122016PD	TIRES	710.60
30	CARD SERVICE CENTER	30-122016PD	OFFICE SUPPLIES	259.73
30	CARD SERVICE CENTER	30-122016PD	STAMPS	47.00
30	CARD SERVICE CENTER	30-122016PD	VEST COVER & HOLSTER	247.65
30	CARD SERVICE CENTER	30-122016PD	GLOVES	94.26
30	CARD SERVICE CENTER	30-122016PD	HAND TOWELS	40.29
30	CARD SERVICE CENTER	30-122016PD	COPY PAPER	87.60
30	CARD SERVICE CENTER	30-122016PW	SHADE FOR MSB	19.20
30	CARD SERVICE CENTER	30-122016PW	SHADE FOR MSB	3.74
30	CARD SERVICE CENTER	30-122016PW	SHADE FOR MSB	3.74
30	CARD SERVICE CENTER	30-122016VH	MEAL FOR POLL WORKERS	47.65
30	CARD SERVICE CENTER	30-122016VH	I VOTED STICKERS	87.45
	Total CARD SERVICE CENTER:			2,250.29
CHARTER COMMUNICATIONS				
2421	CHARTER COMMUNICATIONS	2421-122016MSB	INTERNET @ MUNICIPAL SERVICES BLDG	129.35
2421	CHARTER COMMUNICATIONS	2421-122016MSB	INTERNET @ MUNICIPAL SERVICES BLDG	11.41
2421	CHARTER COMMUNICATIONS	2421-122016MSB	INTERNET @ MUNICIPAL SERVICES BLDG	11.41
2421	CHARTER COMMUNICATIONS	2421-122016PHON	INTERNET @ MUNICIPAL SERVICES BLDG	154.65
2421	CHARTER COMMUNICATIONS	2421-122016PHON	INTERNET @ MUNICIPAL SERVICES BLDG	13.65
2421	CHARTER COMMUNICATIONS	2421-122016PHON	INTERNET @ MUNICIPAL SERVICES BLDG	13.65
2421	CHARTER COMMUNICATIONS	2421-122016VH	MONTHLY BASIC CHARGE AND INTERNET	88.06
2421	CHARTER COMMUNICATIONS	2421-122016VH	MONTHLY BASIC CHARGE AND INTERNET	29.35
2421	CHARTER COMMUNICATIONS	2421-122016VH	MONTHLY BASIC CHARGE AND INTERNET	29.35
	Total CHARTER COMMUNICATIONS:			480.88
CONNEY SAFETY PRODUCTS				
244	CONNEY SAFETY PRODUCTS	05261311	GLOVES	117.08
244	CONNEY SAFETY PRODUCTS	05261311	GLOVES	39.02
244	CONNEY SAFETY PRODUCTS	05261311	GLOVES	39.02
244	CONNEY SAFETY PRODUCTS	05261464	COLDPACK & DISINFECTANT	51.92
	Total CONNEY SAFETY PRODUCTS:			247.04
COTTAGE GROVE CHAMBER OF COMMERCE				
285	COTTAGE GROVE CHAMBER OF COMMERC	285-122016	2017 MEMBERSHIP DUES	110.00
	Total COTTAGE GROVE CHAMBER OF COMMERCE:			110.00
COTTAGE GROVE PTO				
3520	COTTAGE GROVE PTO	3520-121416	EMPLOYEE GIFT CARDS 2016	1,275.00
	Total COTTAGE GROVE PTO:			1,275.00
CRYSTAL CLEANERS INC				
5220	CRYSTAL CLEANERS INC	18008	DPW/PARKS OFFICE CLEANING - NOVEMBER	162.00
5220	CRYSTAL CLEANERS INC	18008	DPW/PARKS OFFICE CLEANING - NOVEMBER	31.50

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
5220	CRYSTAL CLEANERS INC	18008	DPW/PARKS OFFICE CLEANING - NOVEMBER	31.50
5220	CRYSTAL CLEANERS INC	18009	PD OFFICE CLEANING - NOVEMBER	388.00
5220	CRYSTAL CLEANERS INC	18010	VILLAGE HALL CLEANING - NOVEMBER	214.00
	Total CRYSTAL CLEANERS INC:			827.00
DANE COUNTY LANDFILL				
5615	DANE COUNTY LANDFILL	5615-122016	WOOD CHIPS, BRUSH, TRASH, CONST/DEMO	603.74
	Total DANE COUNTY LANDFILL:			603.74
DAUGHERITY, JON OR VIRGINIA				
4472	DAUGHERITY, JON OR VIRGINIA	4472-122016	REFUND CREDIT BALANCE ACCT 17580.01	400.00
	Total DAUGHERITY, JON OR VIRGINIA:			400.00
DIESEL FORWARD				
5223	DIESEL FORWARD	00743559	ULTRAGUARD - 8 OZ (48)	133.64
5223	DIESEL FORWARD	00743559	ULTRAGUARD - 8 OZ (48)	44.54
5223	DIESEL FORWARD	00743559	ULTRAGUARD - 8 OZ (48)	44.54
	Total DIESEL FORWARD:			222.72
ELECTION SYSTEMS & SOFTWARE				
2654	ELECTION SYSTEMS & SOFTWARE	986485	FIRMWARE UPGRADE AGREEMENT 2017	300.00
	Total ELECTION SYSTEMS & SOFTWARE:			300.00
FITCHBURG RECREATION				
5774	FITCHBURG RECREATION	120816	4/5 GRADE FLAG FOOTBALL TOURNAMENT	182.00
	Total FITCHBURG RECREATION:			182.00
FRONTIER				
3912	FRONTIER	3912-122016	608-839-4704 VILLAGE HALL	145.04
3912	FRONTIER	3912-122016	608-839-4704 VILLAGE HALL	48.35
3912	FRONTIER	3912-122016	608-839-4704 VILLAGE HALL	48.35
3912	FRONTIER	3912-122016	608-839-8064 CLERK OF COURT	49.51
3912	FRONTIER	3912-122016	608-839-1603 FAX & SCADA SYSTEM	40.67
3912	FRONTIER	3912-122016	608-839-1603 FAX & SCADA SYSTEM	40.66
3912	FRONTIER	3912-122016	608-839-1603 FAX & SCADA SYSTEM	27.11
3912	FRONTIER	3912-122016	608-839-1603 FAX & SCADA SYSTEM	27.11
3912	FRONTIER	3912-122016	608-839-4588 EMERGENCY PHONE	59.38
	Total FRONTIER:			486.18
GENERAL COMMUNICATIONS				
29	GENERAL COMMUNICATIONS	230882	PORTABLE RADIO REPAIR	90.00
	Total GENERAL COMMUNICATIONS:			90.00
GERBER LEISURE PRODUCTS INC				
5126	GERBER LEISURE PRODUCTS INC	3453	12' PLAYERS BENCHES (2)	1,230.00
	Total GERBER LEISURE PRODUCTS INC:			1,230.00

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
GIESE, MATT				
4191	GIESE, MATT	4191-122016	MILEAGE 10/19-11/16 - 126 MILES	40.82
4191	GIESE, MATT	4191-122016	MILEAGE 10/19-11/16 - 126 MILES	13.61
4191	GIESE, MATT	4191-122016	MILEAGE 10/19-11/16 - 126 MILES	13.61
	Total GIESE, MATT:			68.04
HD SUPPLY WATERWORKS LTD				
1463	HD SUPPLY WATERWORKS LTD	G518961	2-1/2-12 ADJ VLV BOX RISER (4)	144.00
1463	HD SUPPLY WATERWORKS LTD	G525799	3/4S IPERL METERS (40)	4,600.00
1463	HD SUPPLY WATERWORKS LTD	G525799	RUBBER METER WASHERS (100)	20.00
	Total HD SUPPLY WATERWORKS LTD:			4,764.00
HYDRITE CHEMICAL CO				
7	HYDRITE CHEMICAL CO	01969447	HFS ACID	364.14
7	HYDRITE CHEMICAL CO	01969447	SOD HYPOCHLOR	682.00
	Total HYDRITE CHEMICAL CO:			1,046.14
KALATA, LISA				
5738	KALATA, LISA	5738-122016	MILEAGE TO/FROM COUNTY FOR RECOUNT - 70 MILES	37.80
5738	KALATA, LISA	5738-122016	PARKING - RECOUNT	8.00
5738	KALATA, LISA	5738-122016A	MILEAGE 12/12-12/14 - 28.4 MILES	15.34
	Total KALATA, LISA:			61.14
KALISH, BEVERLY A				
4290	KALISH, BEVERLY A	490-122016	PRES RECOUNT 12/3/16 - 7.75 HRS X $8	62.00
	Total KALISH, BEVERLY A:			62.00
KOLLEGE TOWN SPORTS				
5768	KOLLEGE TOWN SPORTS	83971	EMPLOYEE LOGO WEAR	283.00
5768	KOLLEGE TOWN SPORTS	83975	EMPLOYEE LOGO WEAR	46.00
5768	KOLLEGE TOWN SPORTS	84679	STAFF JACKETS	360.00
	Total KOLLEGE TOWN SPORTS:			689.00
LAKESIDE INTERNATIONAL LLC				
4261	LAKESIDE INTERNATIONAL LLC	8098765	TRUCK REPAIR	15.70
4261	LAKESIDE INTERNATIONAL LLC	8098765	TRUCK REPAIR	5.23
4261	LAKESIDE INTERNATIONAL LLC	8098765	TRUCK REPAIR	5.23
4261	LAKESIDE INTERNATIONAL LLC	8116532P	CLAMP & GAUGE	42.63
4261	LAKESIDE INTERNATIONAL LLC	8116532P	CLAMP & GAUGE	14.21
4261	LAKESIDE INTERNATIONAL LLC	8116532P	CLAMP & GAUGE	14.21
	Total LAKESIDE INTERNATIONAL LLC:			97.21
LANDMARK SERVICES COOPERATIVE				
3	LANDMARK SERVICES COOPERATIVE	3-122016PD	FUEL - POLICE	810.46
3	LANDMARK SERVICES COOPERATIVE	3-122016PW	FUEL - PARKS	63.71
3	LANDMARK SERVICES COOPERATIVE	3-122016PW	FUEL - PUBLIC WORKS	875.86
3	LANDMARK SERVICES COOPERATIVE	3-122016PW	FUEL - PUBLIC WORKS	291.95
3	LANDMARK SERVICES COOPERATIVE	3-122016PW	FUEL - PUBLIC WORKS	291.95

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
	Total LANDMARK SERVICES COOPERATIVE:			2,333.93
LINCOLN CONTRACTORS SUPPLY INC				
404	LINCOLN CONTRACTORS SUPPLY INC	K85088	SHOVELS	58.77
404	LINCOLN CONTRACTORS SUPPLY INC	K85088	SHOVELS	19.59
404	LINCOLN CONTRACTORS SUPPLY INC	K85088	SHOVELS	19.59
	Total LINCOLN CONTRACTORS SUPPLY INC:			97.95
LW ALLEN LLC				
294	LW ALLEN LLC	102455	REPLACE ANALOG INPUT CARD @ WELL #4	1,261.42
	Total LW ALLEN LLC:			1,261.42
MADISON METRO SEWERAGE DIST				
37	MADISON METRO SEWERAGE DIST	RC000002183	2017 YAHARA WATERSHED ADAPTIVE MGT	12,000.00
	Total MADISON METRO SEWERAGE DIST:			12,000.00
MADISON TRUCK EQUIPMENT INC				
3516	MADISON TRUCK EQUIPMENT INC	12-77465	HAIR PIN (2)	.92
3516	MADISON TRUCK EQUIPMENT INC	12-77465	HAIR PIN (2)	.31
3516	MADISON TRUCK EQUIPMENT INC	12-77465	HAIR PIN (2)	.31
	Total MADISON TRUCK EQUIPMENT INC:			1.54
MEINEKE COTTAGE GROVE #2474				
5772	MEINEKE COTTAGE GROVE #2474	13227	OIL CHANGE & FILTER	35.30
5772	MEINEKE COTTAGE GROVE #2474	13232	OIL CHANGE & FILTERS	53.82
	Total MEINEKE COTTAGE GROVE #2474:			89.12
MSA PROFESSIONAL SERVICES INC				
99	MSA PROFESSIONAL SERVICES INC	99-122016	SUMMIT CREDIT UNION ENGINEERING	411.88
99	MSA PROFESSIONAL SERVICES INC	99-122016	RG HUSTON ENGINEERING	1,339.25
99	MSA PROFESSIONAL SERVICES INC	99-122016	HOMBURG ENGINEERING	4,533.03
99	MSA PROFESSIONAL SERVICES INC	99-122016	RAINBOW CHILD CARE ENGINEERING	215.64
99	MSA PROFESSIONAL SERVICES INC	99-122016	AJ REGALI ENGINEERING	169.39
99	MSA PROFESSIONAL SERVICES INC	99-122016	DAN SPRANSY ENGINEERING	1,729.50
99	MSA PROFESSIONAL SERVICES INC	99-122016	PUBLIC WORKS-UTILITY GIS	1,279.75
99	MSA PROFESSIONAL SERVICES INC	99-122016	PROPOSED ANNEXATIONS ENGINEERING	315.00
99	MSA PROFESSIONAL SERVICES INC	99-122016	GENERAL ENGINEERING	644.00
99	MSA PROFESSIONAL SERVICES INC	99-122016	SELDAL PLAT ENGINEERING	43,421.20
99	MSA PROFESSIONAL SERVICES INC	99-122016	GASTON RD TRANSMISSION MAIN ENGINEERING	33,231.34
	Total MSA PROFESSIONAL SERVICES INC:			87,289.98
O'REILLY AUTO PARTS				
4458	O'REILLY AUTO PARTS	4331-224826	HPX WHL NUTS	7.04
4458	O'REILLY AUTO PARTS	4331-224826	HPX WHL NUTS	2.34
4458	O'REILLY AUTO PARTS	4331-224826	HPX WHL NUTS	2.34
	Total O'REILLY AUTO PARTS:			11.72
PERKINS OIL				
3482	PERKINS OIL	0506335-IN	OIL	64.73

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
3482	PERKINS OIL	0506335-IN	OIL	21.58
3482	PERKINS OIL	0506335-IN	OIL	21.58
	Total PERKINS OIL:			107.89
PETERSON, HEATHER				
5775	PETERSON, HEATHER	5775-122016	BASKETBALL FEE REFUND	45.00
	Total PETERSON, HEATHER:			45.00
PETTY CASH				
217	PETTY CASH	217-122016	TAX REFUNDS	6.84
217	PETTY CASH	217-122016	STAMPS	3.40
217	PETTY CASH	217-122016	STAMPS	3.40
217	PETTY CASH	217-122016	STAMPS	4.20
	Total PETTY CASH:			17.84
PITNEY BOWES GLOBAL FINANCIAL				
318	PITNEY BOWES GLOBAL FINANCIAL	3302235964	POSTAGE METER LEASE PAYMENT	48.04
318	PITNEY BOWES GLOBAL FINANCIAL	3302235964	POSTAGE METER LEASE PAYMENT	16.02
318	PITNEY BOWES GLOBAL FINANCIAL	3302235964	POSTAGE METER LEASE PAYMENT	16.01
	Total PITNEY BOWES GLOBAL FINANCIAL:			80.07
POMP'S TIRE SERVICE INC				
2813	POMP'S TIRE SERVICE INC	80120793	TIRES	259.16
2813	POMP'S TIRE SERVICE INC	80120793	TIRES	86.38
2813	POMP'S TIRE SERVICE INC	80120793	TIRES	86.38
	Total POMP'S TIRE SERVICE INC:			431.92
PRAIRIE POWER CENTER				
4308	PRAIRIE POWER CENTER	77227	PARTS	71.93
	Total PRAIRIE POWER CENTER:			71.93
PRAXIS CONSULTING				
3089	PRAXIS CONSULTING	20100358	QUICK CLERK MAINTENANCE 2017	850.00
	Total PRAXIS CONSULTING:			850.00
PUBLIC SERVICE COMMISSION				
377	PUBLIC SERVICE COMMISSION	1603-I-01390	ASSESSMENT - GASTON RD WATER MAIN EXTENSION	88.01
377	PUBLIC SERVICE COMMISSION	1603-I-01390	ASSESSMENT - AUTHORITY TO INCREASE WATER RATES	1,392.71
	Total PUBLIC SERVICE COMMISSION:			1,480.72
QUILL CORP				
12	QUILL CORP	2259936	SAFETY VESTS FOR CROSSING GUARDS	21.40
12	QUILL CORP	2272563	CALENDARS, COPY PAPER, TOWELS/TISSUE, LEGAL PADS	384.11
12	QUILL CORP	2272563	CALENDARS, COPY PAPER, TOWELS/TISSUE, LEGAL PADS	128.04
12	QUILL CORP	2272563	CALENDARS, COPY PAPER, TOWELS/TISSUE, LEGAL PADS	128.04
12	QUILL CORP	2295679	FILE FOLDERS	56.02
12	QUILL CORP	2295679	FILE FOLDERS	18.68
12	QUILL CORP	2295679	FILE FOLDERS	18.68
12	QUILL CORP	2335480	FILE FOLDERS	24.79

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
12	QUILL CORP	2335480	FILE FOLDERS	8.26
12	QUILL CORP	2335480	FILE FOLDERS	8.26
	Total QUILL CORP:			796.28
RG HUSTON COMPANY INC				
371	RG HUSTON COMPANY INC	371-122016	PAY REQUEST #2 - GASTON RD WATERMAIN EXTENSION	501,350.26
	Total RG HUSTON COMPANY INC:			501,350.26
ROBERT J NICKLES INC				
5592	ROBERT J NICKLES INC	2196	REPAIR LIGHTS @ VILLAGE HALL	440.20
5592	ROBERT J NICKLES INC	2196	REPAIR LIGHTS @ VILLAGE HALL	146.74
5592	ROBERT J NICKLES INC	2196	REPAIR LIGHTS @ VILLAGE HALL	146.74
5592	ROBERT J NICKLES INC	2206	STREET LIGHT REPAIR	2,132.78
5592	ROBERT J NICKLES INC	2223	STREET LIGHT REPAIR	2,097.89
	Total ROBERT J NICKLES INC:			4,964.35
RUTH, ERIN				
5025	RUTH, ERIN	5025-122016	MILEAGE TO/FROM MAEDC CONF - 296 MILES	159.84
5025	RUTH, ERIN	5025-122016	ILLINOIS TOLLS	12.60
5025	RUTH, ERIN	5025-122016	HOTEL @ MAEDC CONF	93.88
	Total RUTH, ERIN:			266.32
SECURIAN FINANCIAL GROUP INC				
10	SECURIAN FINANCIAL GROUP INC	10-122016	LIFE INS PREMIUMS - JANUARY	801.00
	Total SECURIAN FINANCIAL GROUP INC:			801.00
STATE LABORATORY OF HYGIENE				
104	STATE LABORATORY OF HYGIENE	483704	WATER TESTING	25.00
	Total STATE LABORATORY OF HYGIENE:			25.00
STOUGHTON LUMBER CO INC				
5116	STOUGHTON LUMBER CO INC	884193	PORT-A-POT RENTAL	65.98
	Total STOUGHTON LUMBER CO INC:			65.98
TAPCO INC				
105	TAPCO INC	I548481	NO PARKING SIGNS	106.76
	Total TAPCO INC:			106.76
TOWN OF COTTAGE GROVE				
92	TOWN OF COTTAGE GROVE	2016034	FIRE DEPT EXPENSES	7,587.91
92	TOWN OF COTTAGE GROVE	2016034	EMERGENCY BLDG - UTILTIES/MAINTENANCE	622.49
92	TOWN OF COTTAGE GROVE	2016034	EMERGENCY BLDG - UTILTIES/MAINTENANCE	470.80
92	TOWN OF COTTAGE GROVE	2016034	EMERGENCY GOVT EXPENSES	17.92
92	TOWN OF COTTAGE GROVE	2016034	NATVIG LANDFILL EXPENSES	466.26
	Total TOWN OF COTTAGE GROVE:			9,165.38
US CELLULAR				
594	US CELLULAR	0165787463	CELL PHONE CHARGES - PARKS	132.20

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount
594	US CELLULAR	0165787463	CELL PHONE CHARGES - PUBLIC WORKS	86.86
594	US CELLULAR	0165787463	CELL PHONE CHARGES - PUBLIC WORKS	28.95
594	US CELLULAR	0165787463	CELL PHONE CHARGES - PUBLIC WORKS	28.95
594	US CELLULAR	0165958318	CELL PHONE CHARGES - POLICE	224.37
	Total US CELLULAR:			501.33
USA BLUE BOOK				
150	USA BLUE BOOK	121352	WATER TESTING SUPPLIES	183.78
	Total USA BLUE BOOK:			183.78
VERDIN COMPANY				
161	VERDIN COMPANY	6795	2017 MAINTENANCE SERVICE AGREEMENT	580.00
	Total VERDIN COMPANY:			580.00
VILLAGE OF CROSS PLAINS				
5776	VILLAGE OF CROSS PLAINS	5776-122016	4/5 GRADE FLAG FOOTBALL TOURNAMENT	80.00
	Total VILLAGE OF CROSS PLAINS:			80.00
WI RURAL WATER ASSOCIATION				
301	WI RURAL WATER ASSOCIATION	S1975	SYSTEM MEMBERSHIP RENEWAL	247.50
301	WI RURAL WATER ASSOCIATION	S1975	SYSTEM MEMBERSHIP RENEWAL	247.50
	Total WI RURAL WATER ASSOCIATION:			495.00
WINTER, DEBRA				
2678	WINTER, DEBRA	2678-122016	MILEAGE 10/4-12/9 - 77.54 MILES	41.87
	Total WINTER, DEBRA:			41.87
WOLF PAVING & EXCAVATING CO.				
635	WOLF PAVING & EXCAVATING CO.	57674	QPR	127.55
	Total WOLF PAVING & EXCAVATING CO.:			127.55
	Grand Totals:			699,082.60

VILLAGE PORTION $141,788.28

WATER & SEWER PORTION $557,294.32

TOTAL INVOICES $699,082.60