VILLAGE OF COTTAGE GROVE NOTICE OF PUBLIC MEETING

VILLAGE BOARD OF TRUSTEES

Monday, May 4, 2020 6:30 p.m.

Due to the COVID-19 pandemic, this meeting will take place virtually via Zoom. Please join the meeting from your computer, tablet or smartphone by visiting https://zoom.us/j/93763626660

You can also participate via phone by dialing 1 312 626 6799 *and use Meeting ID:* 937 6362 6660 *# When asked for your Participant ID, just press #*

You may also choose to participate by providing public comment prior to the meeting via email to Village Clerk Lisa Kalata: lkalata@village.cottage-grove.wi.us

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
5. Discuss And Consider The Minutes Of The Regular Village Board Meeting On April 20, 2020.

   Documents:

   4-20-20 VB MINUTES.PDF

6. Presentations To The Board
   a. Interim Market Update from Associated Appraisal.

   Documents:

   COTTAGE GROVE IMU REPORT.PDF
   V OF COTTAGE GROVE - INVOICE APRIL 2020.PDF

7. Unfinished Business
   a. Discuss and consider lease agreement with Miracle League.
   b. Discuss and consider Resolution 2020-03 Re:Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed $1,850,000 for Parks and Public Grounds Projects.
   c. Discuss and consider Resolution 2020-04 Re:Resolution Providing for the Sale of $1,850,000 General Obligation Park and Public Grounds Bonds, Series 2020A.
   d. Discuss and consider developer's agreement with Greywolf Partners for Comfort Suites Hotel.
   e. Discuss and consider developer's agreement for 5th Addition to Westlawn Estates.

   Documents:

MIRACLE FIELD LEASE MEMO.PDF
MIRACLE FIELD GROUND LEASE - FINAL 04302020.DOC
MIRACLE FIELD ELECTRIC USAGE.PDF
PRE-SALE REPORT SERIES 2020A.PDF
2020-03 RESOLUTION COTTAGE GROVE V OF - 20 GO BONDS - IR.PDF
2020-04 RESOLUTION COTTAGE GROVE V OF - 20 GO BONDS - SET SALE RESOLUTION.PDF
MEMO TO BOARD RE COMFORT SUITES DEVELOPMENT AGREEMENT.PDF
COMFORT SUITES DEVELOPMENT AGREEMENT - FINAL.PDF

8. New Business
   a. Discuss and consider Operator License for licensing year July 2019-June 2020 for Anthony Thomas.
   b. Discuss and consider Ordinance 04-2020 Re:Municipal designation of municipal official to issue operator licenses.
   c. Discuss vaping ordinance draft and consider direction to legal counsel for further review and drafting.
   d. Discuss and consider Weed Commissioner appointment.
   e. Discuss and consider Trustee Committee and Commission appointments.
   f. Discuss and consider Citizen Committee and Commission appointments.

   Documents:

   OPERATOR LICENSE ANTHONY THOMAS.PDF
   5-4-20 MEMO- ORDINANCE 04-2020.PDF
   04-2020 ORDINANCE 109-6 AMENDING DELEGATION OF ISSUING OPERATOR LICENSES.PDF
   DRAFT-2020 ORDINANCE SMOKING.PDF
   VILLAGE_COMMITTEE_NOMINATIONS_04MAY2020.PDF

9. Reports From Village Officers
   a. Stafford Rosenbaum
      i. Legal briefings/status updates
   b. COVID-19 update

10. Communications And Miscellaneous Business
    a. Consider approval of vouchers
    b. Correspondence
       i. Acknowledgement of Natalie Hickey, National Guard and Poll Workers for April 7th election.
    c. Upcoming community events
    d. Future agenda items

    Documents:

    NATALIE HICKEY 4-17-20.PDF
    BILLS LIST 5-4-20.PDF

11. Closed Session: For Purposes Of Considering Recently-Received Legal Bills For Services Rendered In 2019

    The Village of Cottage Grove Board may choose to enter into Closed Session related to this request pursuant to Wisconsin State Statute §19.85 (1)(e) 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 and (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy

to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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

13. 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, April 6, 2020

MINUTES

1. **Call to order**
   Village President John Williams called the Village Board of Trustees to order at 6:31 pm. this was a Zoom meeting.
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: John Williams, Troy Allen, Jeff Lennberg, Heidi Murphy, Melissa Ratcliff, Jon Russell and Sarah Valencia. Staff present were Village Administrator Matt Giese, Village Clerk Lisa Kalata, Village Planner Erin Ruth, Public Works Director JJ Larson, Village Treasurer Deb Winter, Parks, Recreation and Forestry Director Sean Brusegar, Chief Dan Layber, Lieutenant Matt Wagner, Village Engineer Kevin Lord and Village Attorneys Larry Konopacki and Rick Manthe.
3. **Pledge of Allegiance.**
4. **PUBLIC APPEARANCES –** *Public's opportunity to speak.*
   None.
5. **Discuss and Consider the Minutes of The Regular Village Board Meeting on April 6, 2020.**
   Motion by Allen to approve the minutes from April 6, 2020, seconded by Murphy. **Motion** carried with a voice vote of 7-0-0.

6. Presentations to The Board

a. Presentation by Bob Power from Colonial Club
Bob Power from the Colonial Club gave an update on how the Colonial Club is running during the pandemic. They are still providing services but have implemented the emergency plan on how they conduct the work.

7. New Business

a. Discuss and consider Bid Award for Vilas Road Creek Crossing.
Village Engineer Kevin Lord explained the bid for the Vilas Road Creek Crossing and indicated that RG Huston Company was the lowest bidder at $174,000. **Motion** by Ratcliff to award the bid to RG Huston Company in the amount of $174,000 for the Vilas Road Creek Crossing project as presented, seconded by Valencia. **Motion** carried with a voice vote of 7-0-0.

b. Discuss and consider Right-of-Way permit for Everstream.
Larson explained the memo in the packet and indicated that MSA did a complete review on the project and Everstream was in agreement with the review. Murphy questioned if property owners will be notified of the work and if we have a specific contact for Everstream, which Larson indicated that they can add the notification to homeowners, and they do have a contact number for Everstream. **Motion** by Russell to approve the right-of-way permit with the additional requirements from MSA and that homeowners are notified, second Allen. **Motion** carried with a voice vote of 7-0-0.

c. Discuss and consider UpNet renewal agreement.
Attorney Konopacki indicated that the contract is straight forward. **Motion** by Allen to approve the renewal agreement with UpNet as presented, seconded by Lennberg. **Motion** carried with a voice vote of 7-0-0.

8. Reports from Village Boards, Commissions & Committees

8.I. Plan Commission

a. Discuss and Consider Resolution 2020-02 Regarding the Consistency of The Village's Proposed Urban Service Area Amendment with The Village of Cottage Grove Comprehensive Plan.
Ruth explained that this was part of the application process for the land north of I-94 and the Plan Commission approved. The public hearing with Capital Area Regional Planning Committee will be on May 14th as a zoom meeting. **Motion** by Valencia to approve Resolution 2020-02 as presented, seconded by Ratcliff. **Motion** carried with a voice vote of 7-0-0.
Williams reported that discussed the Tim Olson project, but it was information only, they also discussed a future land use designation for Northlawn estates and it was information only, they also discussed Conditional Use permits and the changes to the state law and this was for feedback as well. They also discussed the possibility of a boundary agreement with the City of Madison and the Town of Cottage Grove.

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8.II. Parks, Recreation & Forestry Committee

a. Discuss and consider Proclamation for 2020 Arbor Day.

Motion by Allen to approve the Proclamation for 2020 Arbor Day as presented, seconded by Russell. **Motion** carried with a voice vote of 7-0-0.

Murphy reported they had a zoom meeting and discussed the Miracle League Field lease agreement and will continue to work on that, they also discussed the work starting in Bakken park for the new shelter. They are planning to meet next month via zoom.

8. III. Deer-Grove EMS Commission

Allen reported the calls are about the same as last year for February and March, they have purchased PPE and are tracking the expenses for FEMA, Johnson Block and Company did present the draft 2019 financial statements and indicated that 2019 was a good year. The next meeting will be May 21st.

9. Reports from Village Officers

a. Stafford Rosenbaum

i. Legal briefings/status updates

Attorney Konopacki reported that he just received notice that the MG School District has approved the developer agreement and they will work toward execution of the document.

b. COVID-19 update

Giese reported that he and President Williams have discussed the success of the zoom meetings for Plan Commission and Village Board and will look into having standing committees meet via zoom in May. Giese and Ruth are also part of a Business Taskforce sponsored by the Chamber, there is a survey for businesses.

Chief Layber reported that the department is running as usual and everyone is well. The calls are down, and they have had few complaints about COVID-19.

Lieutenant Wagner reported they are still sanitizing the vehicles with a UV light and have been keeping track of expenses. The order has been extended and that will not change anything in the Village. They have PPE for the department as well.

Brusegar reported that they did get confirmation from Dane County that they are doing what they need to be doing for the parks. NOvid 50K is up to 252 registrations and 34 states. They will continue to keep people engaged with programs and continue to watch Facebook for their posts.

Larson reported they are still staggering the work schedule and thanked Treasurer Winter for the help with getting the online payments setup without a service charge to customers. They will not be assessing late penalties on utility bills this cycle.

10. Communications and Miscellaneous Business

a. Consider approval of vouchers.

Motion by Allen to approve the Village portion of the vouchers in the amount of $85,196.89, seconded by Russell. The check sequence goes from check #47003 to check #47046. **Motion** carried with a voice vote of 7-0-0.

b. Correspondence-Valencia reported that she received $2,000 from Hydrite for Emergency Government. Brusegar indicated that Parks and Recreation will be receiving $1,000 from Hydrite but the event on May 28th has been cancelled. Williams indicated that they had received emails from residents concerning Northlawn Estates and will put them on file. Williams also thanked Jon Russell for his service to the board as this will be his last Village Board meeting. Williams also congratulated Allen and Ratcliff on the election of another term as Village Trustees.

c. Upcoming community events-Earth Day is Wednesday, get out and pick up in your neighborhoods.

d. Future agenda items- update from Associated Appraisal on Interim Market update

11. Adjournment

Motion by Allen to adjourn at 8:11 p.m., seconded by Russell. **Motion** carried with a voice vote of 7-0-0.

Lisa Kalata, Clerk
Village of Cottage Grove
Approved:

DRAFT

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.

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VILLAGE OF
COTTAGE GROVE, WI

VILLAGE OF COTTAGE GROVE
ASSESSORS'S REPORT 4/20/20

The assessor is responsible for maintaining property records of all taxable property in the Village, as well as creating a complete assessment roll each year, containing the assessed value of all property in the Village. During the past year, the assessor has successfully continued to review and update the Village's property records and maintain annual assessed values.

This year, the assessor will be completing an interim market update (IMU). The purpose of the IMU is to update all assessed values to reflect current market conditions. Unlike other revaluations, the IMU dose not involve the assessor physically inspecting the majority of the properties in the village. IMU implies that there is confidence in the property record system and all that is needed is professionally performed valuation updating.

This year, the assessor will have completed reviewing sales, building permits, and any other properties that have changed. Assessed values will be updated for any physical changes made to properties (for example, new construction, remodeling). We expect the Village's general level of assessment to increase from 83% to 100%. This increase reflects the change in assessments values to coincide with market conditions.

The following is a summary of the tasks completed for the 2020 IMU:

- Reviewed all sales of real estate that took place in the village during the previous calendar year to determine which sales were "arm length" sales.
- Report sales validations to the Department of Revenue, along with all property attributes for arm's length sales.
- Performed a sale ratio study to determine the ratio of assessed value to sale price for all valid sales.
- Mailed Statements of Personal Property to all business owners who own taxable personal property in the Village in December.
- Entered building permit data in Market Drive software for each parcel that was issued a building permit.
- Identified which properties required field visits for 2019 and 2020.
- Performed field inspections to gather data for updating assessment records, reviewing sales, building permits and request by property owners.
- Updated property records with all new information obtained from field visits.
- Processed all Statements of Personal Property that were returned to the assessor.
- Completed new assessed values for personal property and real estate.

Looking ahead, we are planning to hold our 2020 Open Book on July 7th and Board of Review on August 18th of 2020.

We look forward to continuing our positive working relationship the Village of Cottage Grove and its residents. I am happy to answer any further questions you may have. Please feel free to contact me by phone at 920-749-1995 ext. 8812 or by email at nickl.apraz@gmail.com.

Thank You!

Nick Laird
Project Manager
Associated Appraisal Consultants, Inc.

Associated Appraisal Consultants, Inc.

Invoice

MONTHLY STATEMENT FOR PROFESSIONAL SERVICES
2020 REVALUATION PROGRAM

CLIENT: Village of Cottage Grove
Report Period: April
Billing Date: April 1, 2020

Terms: Upon Receipt

DESCRIPTION (INTERIM MARKET UPDATE)	WEIGHT FACTOR	PERCENTAGE COMPLETE TO DATE	PERCENTAGE OF WEIGHT FACTOR
1. Project Setup	10.00%	100.00%	10.00%
2. Market Sales Analysis	15.00%	100.00%	15.00%
3. CAMA Model Calibration	20.00%	20.00%	4.00%
4. Building Data Collection	5.00%	100.00%	5.00%
5. Sketch Buildings	5.00%	100.00%	5.00%
6. Building Valuation	10.00%	0.00%	0.00%
7. Land Valuation	10.00%	50.00%	5.00%
8. Statistical Analysis	15.00%	15.00%	2.25%
9. Final Review of Values	5.00%	0.00%	0.00%
10. Open Book & Board of Review	5.00%	0.00%	0.00%
TOTAL	**100.00%**		46.25%

TOTAL: 46.25%
TOTAL THIS PERIOD ONLY: 25.25%
REMAINING BALANCE: **$ 19,576.56**

	25.25%	Of Total Contract	$33,500	$8,458.75
Less	5.00%	retainage, per contract.	**RETAINAGE**	$422.94
			NET AMOUNT DUE:	**$8,035.81**

Thank you for doing business with our firm. If there are ever any questions regarding our personnel or the services they provide, please contact our office immediately. Thank you!

W6237 Neubert Road ■ P.O. Box 291 ■ Greenville, WI 54942-0291 ■ (920) 749-1995 ■ Fax: (920) 731-4158

Parks, Recreation & Forestry STAFF REPORT

MEMO DATE: 4/30/2020
MTG. DATE: 5/4/2020

TO: Village of Cottage Grove Board of Trustees
CC: Matt Giese, Village Administrator
FROM: Sean Brusegar, CPRP - Director of Parks, Recreation & Forestry

RE: **Miracle Field Ground Lease**

BACKGROUND:

In June of 2019 the Village Board of Trustees directed staff to pursue a lease agreement with the Miracle League to occupy 43,968 square feet of land at Bakken Park. The ground lease has been completed by Stafford Law and reviewed by the Miracle League's Attorney.

Some key points of the ground lease:

- The Village will have opportunities to program the Miracle Field when the Miracle League is not using the facility.
- The Miracle League will pay the Village $1.00 per year to occupy the 43,968 square feet of Bakken Park.
- The Miracle League will assume all costs in construction of the facility.
- Initial lease term is for 10 years.
- Village will do routine trash pick-up, mowing and maintaining the area around the Miracle Field. The Miracle League will be responsible for maintenance, operation, repair and management of the field.
- The Village will pay for all electric and water utilities. This is expected to be less than $225.00 per year (see attachment).
- The Miracle League will provide a certificate of insurance for $1,000,000.
- The Director of Parks, Recreation & Forestry for the Village of Cottage Grove will be on the Board of Directors for Jump In Foundation (Miracle League).

STAFF RECOMMENDATION:

On April 16, 2020 the Parks, Recreation & Forestry Committee voted 4-0-0 for the Village of Cottage Grove to absorb the electrical and water fees for the Miracle Field.

Staff recommends approving the Miracle Field Ground Lease.

GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** ("Lease") is entered into by and between **VILLAGE OF COTTAGE GROVE**, a Wisconsin municipal corporation (herein called the "Village"), and **JUMP IN FOUNDATION, INC.,** a Wisconsin non-stock corporation and 501(c)(3) organization d/b/a Miracle League of Dane County (herein called the "Miracle League")

RECITALS

A. The mission of the Miracle League is to provide recreational support and opportunities for individuals with physical and mental disabilities (hereinafter referred to as "special needs"); and

B. The Miracle League constructs special recreational facilities known as "Miracle Fields" on which individuals with special needs compete; and

C. The Miracle Fields are custom-designed facilities incorporating cushioned synthetic turf that accommodate wheelchairs and other walking devices and help prevent injuries; and

D. The Miracle League allows those individuals with specials needs to participate in an organized recreational program just like their brothers, sisters and friends; and

E. The Village recognizes that the endeavors of the Miracle League will enrich the lives of the individuals with special needs as well as their families and their communities and will promote the public health, safety and welfare of its citizens; and

F. The Miracle League wishes to provide the equipment and the funds with which to construct a Miracle Field on a portion of Bakken Park located in the Village of Cottage Grove, Dane County, Wisconsin more particularly described on Exhibit A attached hereto and incorporated herein and depicted on the map attached as Exhibit B hereto and incorporated herein ("Leased Premises"); and

G. The Miracle League wishes to lease from the Village and the Village wishes to lease to the Miracle League the Leased Premises on the terms and conditions contained in this Lease;

H. The organized recreational program in which individuals with special needs will participate shall be known and referred to as the "Miracle League of Dane County" and

NOW, THEREFORE, for and in consideration of the mutual covenants, representations and agreements contained herein, Village and the Miracle League hereby covenant and agree as follows:

1. RECITALS. The foregoing recitals are hereby incorporated into this Lease as if fully set forth in this Section 1.

2. LEASED PREMISES. For and in consideration of the covenants contained in this Lease, the Village does hereby lease to the Miracle League for the purposes stated herein the Leased Premises.

It is acknowledged and agreed that, upon prior approval by the Miracle League, the Village, and those authorized by it, may reserve the Leased Premises and the Miracle Field for use when the same are not being used by the Miracle League of Dane County provided, however, that the Village

and those authorized by it shall not use the Leased Premises in a manner that would result in damage to or destruction of the improvements located on the Leased Premises.

3. USE OF FACILITIES. The Miracle League shall use the Leased Premises only for the purpose of providing recreational support and opportunities, or hosting fundraising events, for individuals with special needs through an organized recreational program known and referred to as the "Village of Cottage Grove Miracle League,"; provided, however, that the Village reserves and shall have the right to advertise and promote the Village of Cottage Grove Miracle League. The Miracle League may use the Leased Premises for purposes not provided for in this Section 3 upon the Village's prior written consent.

4. RENT. The Miracle League shall pay to the Village for the use of the Leased Premises the sum of One Dollar ($1.00) per year due upon execution of this Lease and on each anniversary of that date through the Term of the Lease, and provide such additional consideration as set forth herein.

5. ADDITIONAL CONSIDERATION. The Miracle League shall: (1) pay for and construct upon the Leased Premises a custom-designed Miracle Field for baseball and other recreational activities for use by individuals with special needs, and for no other purpose without the written consent of the Village indorsed on this Lease; (2) operate on the Leased Premises a recreational program that will allow those individuals with special needs to participate in an organized recreational program; (3) pay for and provide all equipment and other improvements necessary for the operation of the above described program and to comply with the terms and intent of this Lease; (4) pay for all park modifications required for the construction of the special Miracle Field; and (5) provide all services and pay all expenses incidental to the operation of the program; provided, however, all new construction, modifications, and alterations to the Leased Premises and any facilities located thereon during the Lease Term must be approved by the Village.

6. LEASE TERM. The Miracle League's right to use the Leased Premises as provided for herein shall be for the initial period of ten (10) years ("Term") beginning upon the date of the parties' execution of this Lease. The Term shall automatically renew for successive five (5) year terms (each a "Renewal Term") unless either party provides ninety (90) days' prior written notice before the end of the Term or Renewal Term to the other party that it does not wish to renew the Term. All references in this Lease to "Term" shall include any Renewal Term.

7. DEFAULT. If the Miracle League breaches this Lease as determined by the Village in its sole discretion, the Village shall provide written notice of the breach to the Miracle League. The Miracle League shall have thirty (30) days from the date of the Village's notice to cure the breach. If the Miracle League fails to timely cure the breach, as determined by the Village in its sole discretion, the Village may terminate this Lease.

8. SURRENDER OF THE LEASED PREMISES. Upon the termination or expiration of this Lease, the Miracle League shall surrender the Leased Premises, and, at the Village's option, the Miracle League shall (a) abandon all structures and improvements, including the Miracle Field, constructed or caused to be constructed by the Miracle League on the Leased Premises all of which shall become the Village's property, or (b) remove all structures and improvements, including the Miracle Field, constructed or caused to be constructed by the Miracle League on the Leased Premises and restore the Leased Premises to its condition as of the date of this Lease, ordinary wear and tear excepted, at the Miracle League's sole expense.

9. MAINTENANCE; WATER AND ELECTRIC UTILITIES. The Village shall not be responsible for furnishing any services except performing routine trash pick-up service, mowing around the Miracle Field, and maintaining the area around the Miracle Field in a reasonably clean condition. The Miracle League shall be responsible at its sole expense for the maintenance, operation, repair and management of the Miracle Field including removing and storing sports equipment. The Village shall pay for all electric and water utilities supplied to the Leased Premises.

10. RULES AND REGULATIONS. The Miracle League shall abide by and conform to all rules and regulations adopted or prescribed by the Village for the operation and management of the Leased Premises or Village parks including but not limited to the rules and regulations of the Village's Parks and Recreation Board as amended from time to time. The Miracle League shall coordinate the scheduling of all events through the Village's Parks and Recreation Director.

11. INDEMNIFICATION. The Miracle League shall indemnify and defend the Village, and its officers, agents, employees, board members and volunteers, from and against any and all claims, costs, losses, expenses or liabilities, including third party claims, incurred by or imposed upon the Village in connection with the loss of life, bodily or personal injury, or property damage arising out of any occurrence on the Leased Premises unless it arises out of the Village's use of the Leased Premises, or the occupancy by the Miracle League of the Leased Premises or any part thereof, or occasioned wholly or in part by any action or omission of the Miracle League, its agents, invitees or guests, and shall pay all costs and expenses including reasonable attorneys fees to the Village incurred in connection therewith.

The Miracle League hereby releases the Village and its officers, directors, employees, and agents from liability or responsibility in any manner to the Miracle League or to the Miracle League's invitees or guests, representatives, successors, or assigns or to any person claiming through the Miracle League for any injury to person (including death), loss or damage to property (including decrease in value of property), occasioned by the acts or omission of the Village or its officers, directors, agents, employees or contractors, or by any other cause whatsoever except the Village's gross negligence or willful wrong which may arise, in whole or in part, from any condition, accident or occurrence relating to the Leased Premises including, but not limited to, any defective or other condition in buildings, equipment, improvements, or pertinence, storage areas, facilities in common areas, and including latent and patent conditions, whether known or unknown, and whether now existing or later developing: conditions relating to plumbing, heating, air conditioning, and other equipment, appliances, facilities with machinery, whether in properly working condition or not; any condition resulting form acts of God and the elements, including wind, rain, hail, snow, storms, floods, and earthquakes; any condition relating to repair, alteration or replacement work performed by or on behalf of the Village, or relating to circumstances delaying or preventing such work from being performed; any condition relating to theft, burglary, vandalism, acts of third parties, and any actual matters relating to security; and any conditions or circumstances relating to anyone on behalf of the Village.

12. COMPLIANCE WITH LAW. The Miracle League shall comply with all applicable laws and rules and regulations, including but not limited to, the Parks, Recreation and Forestry Committee rules and will not do or allow to be done anything on the Leased Premises during the term of this Lease in violation of any such laws, ordinances, rules or regulations.

13. INSURANCE. The Miracle League shall acquire, maintain, keep in full force and effect during the Term of this Lease, and furnish the Village with a Certificate of Insurance evidencing that the Miracle League has bodily injury liability and property damage insurance with limits of liability not less than One Million Dollars ($1,000,000); or as otherwise required by the Village. In addition, the Miracle

League shall acquire, maintain, keep in full force and effect during the Term of this Lease, and furnish the Village with a Certificate of Insurance for the replacement value of the playing surface and the facilities constructed, such as the Miracle Field, on the Leased Premises naming the Village as the loss-payee.

14. DAMAGE TO LEASED PREMISES.

A. If the Leased Premises, or any part of the Leased Premises, or any equipment located on the Leased Premises owned by the Village, during the term of this Lease is damaged by the act, omission, default, or negligence of Miracle League, or of its agents, employees, patrons, guests, or any person admitted to the Leased Premises by the Miracle League, the Miracle League shall pay to the Village upon demand such sum as deemed necessary by the Village to restore the Leased Premises or equipment it to its condition as of the date of this Lease. The Miracle League shall be responsible for repairing at its sole expense any damage to the Miracle Field or any of equipment or other property located on the Leased Premises owned by the Miracle League.

B. The Miracle League assumes full responsibility for the character, acts, and conduct of all persons admitted to the Leased Premises by the consent of the Miracle League, or by or with consent of any person acting for or on behalf of the Miracle League. Miracle League shall have on hand at all times, at its own expense, such policed and fire force as determined necessary by the Village to maintain order and to protect persons and property.

C. All equipment entrusted to the care of Miracle League or on the Leased Premises during the term of this Lease which shall become lost, stolen, or disappear shall be the sole responsibility of the Miracle League. It shall be the responsibility of the Miracle League to pay full replacement costs for such lost, stolen or missing property.

15. ASSIGNMENT: The Miracle League shall not assign this Lease nor allow any use of the Leased Premises without the prior written consent of the Village.

16. OTHER USES. The Miracle League understands and agrees that during the Term of this Lease, it may not use or cause to be used any part of the Leased Premises for any use other than for a sports and recreational field.

17. BOARD OF DIRECTORS. The parties acknowledge and agree that during the term of this Lease, the Village's Director of Parks, Recreation and Forestry or his or her designee will be on the Board of Directors for Jump In Foundation, Inc.

18. ENTIRE AGREEMENT: This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

19. MODIFICATION. Any modification of this Lease or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

20. WAIVER. Failure or delay on the part of the Village to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the Village to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any

given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

21. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed and original, but all of which shall constitute one and the same instrument.

22. GOVERNING LAW. This Lease and each and all of the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the State of Wisconsin.

23. HEADINGS FOR CONVENIENCE. The headings of the paragraphs and subparagraphs of this Lease are for convenience only and shall in no way affect the construction or effect of any of the terms, covenants or conditions hereof.

24. PROVISIONS SEVERABLE. If any provisions of this Lease shall be held or declared to be invalid, illegal or unenforceable under any law applicable thereto, by a court of competent jurisdiction, such provision shall be deemed deleted from this Lease without impairing or prejudicing the validity, legality and enforceability of the remaining provisions thereof.

25. NOTICES. All notices, consents, requests, or approvals required to be given under this Lease shall be given in writing to the addressee party at the address set forth below or at such other address as such party shall designate by written notice given in accordance with the provisions of this Section to the other party, and may be (a) sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, (b) delivered personally, or (c) sent by overnight courier service, with charges prepaid for next business day delivery, using a courier service that maintains records of delivery (any such notice, a "Notice"). Notices shall be deemed duly given or made (i) three (3) business days after posting if mailed as provided above, (ii) when delivered by hand unless such day is not a business day (or unless delivery is made after 5:00 p.m. on a business day), in which case such delivery shall be deemed to be made as of the next succeeding business day, or one (1) business day following deposit with an overnight courier service as provided above. A party may also give Notice by fax, email, or other electronic means, but such Notice shall be deemed duly given hereunder only upon acknowledgment of receipt by the addressee thereof.

If to the Village:	Village of Cottage Grove Attn: Sean Brusegar, Director of Parks, Recreation and Forestry 210 Progress Drive, Suite 2 Cottage Grove, WI 53527 Email: sbrusegar@village.cottage-grove.wi.us
If to the Miracle League:	Miracle League of Dane County Attn: Bill Schultz, Executive Director, Miracle League of Dane County 105 North High Point Road Madison, WI 53717 Email: bschultz7782@gmail.com

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Lease to be executed effective as of the date and year first above written.

THE MIRACLE LEAGUE, LLC

_____
By:
Its:

ATTEST:

_____
Its:_____

VILLAGE OF COTTAGE GROVE

_____
By: John Williams, Village President

ATTEST:

_____
Village Clerk

Attachments:
Exhibit A – Legal Description of Leased Premises
Exhibit B – Map of Leased Premises

EXHIBIT A
LEGAL DESCRIPTION OF THE LEASED PREMISES

A part of Lot 1 of Certified Survey Map # 12707, located in the SW ¼ of the NW ¼ of Section 16, T7N, R11E, Village of Cottage Grove, described as follows:

Commencing at the West ¼ of said Section 16; thence N88°27'21"E along the south line of the NW ¼ of said Section 16, 608.00 feet; thence, N00°21'16"E, 501.00 feet to the Point of Beginning; thence N00°21'16"E, 255.00 feet; thence, N88°14'05"E, 95.00 feet; thence, N70°16'23"E, 50.00 feet; thence S57°50'16"E, 25.00 feet; thence S20°28'25"E, 55.00 feet; thence S01°09'45"E, 85.00 feet; thence, S10°28'35"W, 75.00 feet; thence, S39°01'59"W, 50.00 feet; thence, N87°52'43"W, 62.00 feet; thence S79°25'13"W, 80.00 feet to the Point of Beginning

EXHIBIT B
MAP OF LEASED PREMISES

Miracle Field Electrical Usage

Lights

Pole ID	Fixture QTY	Luminaire Type	Load (kW)	Hours of Operation (Per Season)	Wisconsin Average kW Cost
A1-A2	10	TLC-LED and TLC BT	10.51	135	$ 0.14

Total Electrical Usage Per Season (kW)

1418.85

Total Electrical Cost Per Season

$ 198.64

Scoreboard

Pole ID	Fixture QTY	Luminaire Type	Load (kW)	Hours of Operation (Per Season)*	Wisconsin Average kW Cost
NA	NA	Daktronics Model # MS2025 Red/Amber Digits	0.08	180	$ 0.14

Total Electrical Usage Per Season (kW)

14.4

Total Electrical Cost Per Season

$ 2.02

*Assumed 90 games per year at 2 hours per game

May 4, 2020

Pre-Sale Report for

Village of Cottage Grove, Wisconsin

$1,850,000 General Obligation Park and Public Grounds Bonds, Series 2020A

VILLAGE OF
COTTAGE GROVE, WI

Prepared by:

Greg Johnson
Senior Municipal Advisor

Jonathan Schatz
Financial Specialist

Executive Summary of Proposed Debt

Proposed Issue:	$1,850,000 General Obligation Park and Public Grounds Bonds, Series 2020A
Purposes:	The proposed issue includes financing for the purpose of financing splash pad with site furnishings and path improvements. Debt service will be paid from ad valorem property taxes.
Authority:	The Bonds are being issued pursuant to Wisconsin Statute(s): • 67.04 The Bonds will be general obligations of the Village for which its full faith, credit and taxing powers are pledged. The Bonds count against the Village's General Obligation Debt Capacity Limit of 5% of total Village Equalized Valuation. At the end of 2020, the Village's total General Obligation debt principal outstanding will be approximately $19.4 million, which is 47% of its estimated debt limit. Remaining General Obligation Borrowing Capacity will be approximately $21 million.
Term/Call Feature:	The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on April 1 in the years 2021 through 2040. Interest is payable every six months beginning April 1, 2021. The Bonds will be subject to prepayment at the discretion of the Village on April 1, 2027 or any date thereafter.
Bank Qualification:	Because the Village is expecting to issue no more than $10,000,000 in tax exempt debt during the calendar year, the Village will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	The Village's most recent bond issues were rated by Standard & Poor's. The current ratings on those bonds are "AA". The Village will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the Village's bond rating in the event that the bond rating of the insurer is higher than that of the Village.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:

	• The expectation this form of financing will provide the overall lowest cost of funds while also meeting the Village's objectives for term, structure and optional redemption. • The Village having adequate General Obligation debt capacity to undertake this financing. • The nature of the projects being financed will not generate user or other fees in amounts sufficient that could be pledged to secure a revenue obligation. • The Village's current Financial Management Plan identified issuance of General Obligation Bonds to finance these projects.
Method of Sale/Placement:	We will solicit competitive bids for the purchase of the Bonds from underwriters and banks. We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.
Premium Pricing:	In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the Village. For this issue of Bonds, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds. We anticipate using any premium amounts received to reduce the issue size. The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the Village's objectives for this financing.

Other Considerations:	The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the Village retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the Village and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the Village's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the Village has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the Village will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The Village is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds tax-exempt obligations, the Village must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or contract with Ehlers to assist you.
Investment of Bond Proceeds:	To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the Village in developing an appropriate investment strategy if needed.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be

	paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us. **Bond Counsel/Disclosure Counsel:** Quarles & Brady LLP **Paying Agent:** Bond Trust Services Corporation **Rating Agency:** Standard & Poor's Global Ratings (S&P)

Proposed Debt Issuance Schedule

Pre-Sale Review by Village Board:	May 4, 2020
Due Diligence Call to review Official Statement:	Week of May 18, 2020
Conference with Rating Agency:	Week of May 18, 2020
Distribute Official Statement:	May 22, 2020
Village Board Meeting to Award Sale of the Bonds:	June 1, 2020
Estimated Closing Date:	June 18, 2020

Attachments

Summary of existing General Obligation Debt

Estimated Sources and Uses of Funds

Estimated Tax Impact Analysis

G.O. Debt Capacity Analysis

Ehlers Contacts

Municipal Advisors:	Greg Johnson	(262) 796-6168
	Jonathan Schatz	(262) 796-6195
Disclosure Coordinator:	Sue Porter	(262) 796-6167
Financial Analyst:	Beth Mueller	(651) 697-8553

Village of Cottage Grove

Existing G.O. Debt Base Case

Year	Existing Debt: Total Debt Payments	Other expenses	Less: TID #5	Less: TID #7	Less: Water	Less: Sewer	Less: investment income	Net Tax Levy	Equalized Value (TID OUT)	Equalized Tax Rate	Assessed Value (TID OUT)	Assessed Tax Rate	Year
2019	2,236,255	1,000	(1,152,283)	(198,458)	(100,455)	(252,972)	(3,000)	530,087	**663,178,200**	$0.80	**592,922,804**	$0.89	2019
2020	2,348,224	1,800	(1,160,744)	(190,255)	(99,248)	(287,922)	(3,000)	608,856	**698,056,700**	$0.87	**599,323,537**	$1.02	2020
2021	2,373,695	1,000	(1,192,489)	(191,872)	(97,478)	(284,930)	(3,000)	604,925	722,488,685	$0.84	722,488,685	$0.84	2021
2022	3,334,255	1,000	(2,158,321)	(191,462)	(96,007)	(277,099)	(3,000)	609,366	747,775,788	$0.81	729,081,394	$0.84	2022
2023	2,429,809	1,000	(1,119,219)	(368,350)	(74,950)	(263,064)	(3,000)	602,227	773,947,941	$0.78	735,250,544	$0.82	2023
2024	2,389,269	1,000	(1,100,244)	(358,150)	(73,238)	(260,119)	(3,000)	595,519	833,956,319	$0.71	771,409,595	$0.77	2024
2025	2,408,624	1,000	(1,041,084)	(441,525)	(66,675)	(262,173)	(3,000)	595,167	850,635,445	$0.70	765,571,901	$0.78	2025
2026	1,945,996	1,000	(1,080,600)		(35,550)	(263,989)	(3,000)	563,857	867,648,154	$0.65	759,192,135	$0.74	2026
2027	937,169	1,000	(76,125)		(34,800)	(260,655)	(3,000)	563,589	952,514,417	$0.59	809,637,255	$0.70	2027
2028	860,632	1,000			(34,050)	(262,244)	(3,000)	562,339	971,564,706	$0.58	801,540,882	$0.70	2028
2029	758,462	1,000			(33,300)	(164,056)	(3,000)	559,106	990,996,000	$0.56	990,996,000	$0.56	2029
2030	531,606	1,000			(32,550)	(165,231)	(3,000)	331,825	1,010,815,920	$0.33	985,545,522	$0.34	2030
2031	512,881	1,000			(31,800)	(161,331)	(3,000)	317,750	1,031,032,238	$0.31	979,480,626	$0.32	2031
2032	257,541	1,000			(30,988)	(152,353)	(3,000)	72,200	1,051,652,883	$0.07	972,778,917	$0.07	2032
2033	255,422	1,000			(35,025)	(143,384)	(3,000)	75,013	1,072,685,941	$0.07	965,417,347	$0.08	2033
2034	257,866	1,000			(33,938)	(144,366)	(3,000)	77,563	1,094,139,659	$0.07	957,372,202	$0.08	2034
2035	259,731	1,000			(32,813)	(145,075)	(3,000)	79,844	1,116,022,453	$0.07	948,619,085	$0.08	2035
2036	251,369	1,000			(31,688)	(145,556)	(3,000)	72,125	1,138,342,902	$0.06	939,132,894	$0.08	2036
2037	247,866	1,000			(30,563)	(140,897)	(3,000)	74,406	1,161,109,760	$0.06	1,161,109,760	$0.06	2037
2038	106,772	1,000				(106,772)	(1,000)	0	1,184,331,955	$0.00	1,154,723,656	$0.00	2038
2039													2039
Total	24,703,445	20,800	(10,081,109)	(1,940,072)	(1,005,113)	(4,144,189)	(58,000)	7,495,762					Total

Notes:
1. TID #7 closure projected to impact 2024 budget
2. TID #5 and TID #6 closure projected to impact 2027 budget.

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Village of Cottage Grove

Financing Plan

		G.O. Bonds 6/18/2020
Projects		
Vilas Creek Crossing Path		197,000
Splsh Pad and Site Furnishings		1,573,135
Total Project Funds		1,770,135
Estimated Finance Related Expenses		
Municipal Advisor		20,200
Bond Counsel		11,000
Disclsoure Counsel		7,500
Rating Agency Fee		16,500
Paying Agent		850
Underwriter Discount	12.50	23,125
Total Financing Required		1,849,310
Estimated Interest	0.15%	(664)
Assumed spend down (months)	3	
Rounding		1,354
Net Issue Size		1,850,000

Notes:

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Village of Cottage Grove, Wisconsin

Tax Impact Analysis

	Existing Debt								Proposed Debt Issues				Levy and Tax Rate						
									G.O. Park & Public Grounds Bonds, Series 2020 $1,850,000										
									Dated Date:		06/18/20						Annual Taxes $250,000		
Year	Total Debt Payments	Other expenses	Less: Non-Levy Revenues	Net Tax Levy	Equalized Value (TID OUT)	Equalized Tax Rate	Assessed Value (TID OUT)	Assessed Tax Rate	Principal (4/1)	Est. Rate	Interest	Total	Total Net Debt Service Levy	Levy Change from prior year	Equalized Tax Rate for debt service	Assessed tax rate for debt service	Home (equalized)	Change from prior year taxes	Year
2019	2,236,255	1,000	(1,707,168)	530,087	**663,178,200**	$0.80	**592,922,804**	$0.89					530,087		$0.80	$0.89	$200		2019
2020	2,348,224	1,800	(1,741,168)	608,856	**698,056,700**	$0.87	**599,323,537**	$1.02					608,856	78,770	$0.87	$1.02	$218	$18	2020
2021	2,373,695	1,800	(1,769,769)	605,725	722,488,685	$0.84	722,488,685	$0.84	70,000	1.45%	48,588	118,588	724,313	115,457	$1.00	$1.00	$251	$33	2021
2022	3,334,255	1,800	(2,725,890)	610,166	747,775,788	$0.82	729,081,394	$0.84	75,000	1.50%	36,596	111,596	721,762	(2,552)	$0.97	$0.99	$241	($9)	2022
2023	2,429,809	1,800	(1,828,582)	603,027	773,947,941	$0.78	735,250,544	$0.82	80,000	1.55%	35,414	115,414	718,441	(3,321)	$0.93	$0.98	$232	($9)	2023
2024	2,389,269	1,800	(1,794,750)	596,319	833,956,319	$0.72	771,409,595	$0.77	80,000	1.57%	34,166	114,166	710,485	(7,956)	$0.85	$0.92	$213	($19)	2024
2025	2,408,624	1,800	(1,814,458)	595,967	850,635,445	$0.70	765,571,901	$0.78	80,000	1.60%	32,898	112,898	708,864	(1,621)	$0.83	$0.93	$208	($5)	2025
2026	1,945,996	1,800	(1,383,139)	564,657	867,648,154	$0.65	759,192,135	$0.74	85,000	1.65%	31,556	116,556	681,213	(27,651)	$0.79	$0.90	$196	($12)	2026
2027	937,169	1,800	(374,580)	564,389	952,514,417	$0.59	809,637,255	$0.70	85,000	1.70%	30,133	115,133	679,522	(1,691)	$0.71	$0.84	$178	($18)	2027
2028	860,632	1,800	(299,294)	563,139	971,564,706	$0.58	801,540,882	$0.70	85,000	1.75%	28,666	113,666	676,805	(2,717)	$0.70	$0.84	$174	($4)	2028
2029	758,462	1,800	(200,356)	559,906	990,996,000	$0.56	990,996,000	$0.56	90,000	1.80%	27,113	117,113	677,018	213	$0.68	$0.68	$171	($3)	2029
2030	531,606	1,800	(200,781)	332,625	1,010,815,920	$0.33	985,545,522	$0.34	90,000	1.85%	25,470	115,470	448,095	(228,923)	$0.44	$0.45	$111	($60)	2030
2031	512,881	1,800	(196,131)	318,550	1,031,032,238	$0.31	979,480,626	$0.33	90,000	2.00%	23,738	113,738	432,288	(15,808)	$0.42	$0.44	$105	($6)	2031
2032	257,541	1,800	(186,341)	73,000	1,051,652,883	$0.07	972,778,917	$0.08	95,000	2.15%	21,816	116,816	189,816	(242,471)	$0.18	$0.20	$45	($60)	2032
2033	255,422	1,800	(181,409)	75,813	1,072,685,941	$0.07	965,417,347	$0.08	95,000	2.20%	19,750	114,750	190,563	746	$0.18	$0.20	$44	($1)	2033
2034	257,866	1,800	(181,303)	78,363	1,094,139,659	$0.07	957,372,202	$0.08	95,000	2.25%	17,636	112,636	190,999	436	$0.17	$0.20	$44	($1)	2034
2035	259,731	1,800	(180,888)	80,644	1,116,022,453	$0.07	948,619,085	$0.09	100,000	2.40%	15,368	115,368	196,011	5,013	$0.18	$0.21	$44	$0	2035
2036	251,369	1,800	(180,244)	72,925	1,138,342,902	$0.06	939,132,894	$0.08	105,000	2.45%	12,881	117,881	190,806	(5,205)	$0.17	$0.20	$42	($2)	2036
2037	247,866	1,800	(174,459)	75,206	1,161,109,760	$0.06	1,161,109,760	$0.06	105,000	2.50%	10,283	115,283	190,489	(318)	$0.16	$0.16	$41	($1)	2037
2038	106,772	1,800	(107,772)	800	1,184,331,955	$0.00	1,154,723,656	$0.00	115,000	2.55%	7,504	122,504	123,304	(67,185)	$0.10	$0.11	$26	($15)	2038
2039					1,208,018,594		1,147,617,664		115,000	2.60%	4,543	119,543	119,543	(3,761)	$0.10	$0.10	$25	($1)	2039
2040					1,232,178,966		1,139,765,543		115,000	2.65%	1,524	116,524	116,524	(3,019)	$0.09	$0.10	$24	($1)	2040
Total	24,703,445	35,200	(17,228,482)	7,510,162					1,850,000		465,639	2,315,639	9,825,801						Total

1. Interest rates based on Aa2 sale of 4/20/2020 plius 40 basis points

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Village of Cottage Grove, Wisconsin

G.O. Debt Capacity Projection

	Existing & Proposed Debt								
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	**% of Limit**	Proposed G.O. Bonds Series 2020	Combined Principal existing & proposed	**% of Limit**	Residual Capacity	Year Ending
2019	**798,718,600**	39,935,930	19,477,973	**49%**		$19,477,973	**49%**	$20,457,957	2019
2020	826,673,751	41,333,688	17,640,366	**43%**	1,850,000	$19,490,366	**47%**	$21,843,322	2020
2021	855,607,332	42,780,367	15,728,528	**37%**	1,780,000	$17,508,528	**41%**	$25,271,839	2021
2022	885,553,589	44,277,679	12,792,400	**29%**	1,705,000	$14,497,400	**33%**	$29,780,280	2022
2023	916,547,965	45,827,398	10,691,921	**23%**	1,625,000	$12,316,921	**27%**	$33,510,478	2023
2024	948,627,143	47,431,357	8,577,027	**18%**	1,545,000	$10,122,027	**21%**	$37,309,330	2024
2025	981,829,093	49,091,455	6,386,656	**13%**	1,465,000	$7,851,656	**16%**	$41,239,799	2025
2026	1,016,193,112	50,809,656	4,606,739	**9%**	1,380,000	$5,986,739	**12%**	$44,822,916	2026
2027	1,051,759,870	52,587,994	3,801,211	**7%**	1,295,000	$5,096,211	**10%**	$47,491,783	2027
2028	1,088,571,466	54,428,573	3,050,000	**6%**	1,210,000	$4,260,000	**8%**	$50,168,573	2028
2029	1,126,671,467	56,333,573	2,380,000	**4%**	1,120,000	$3,500,000	**6%**	$52,833,573	2029
2030	1,166,104,969	58,305,248	1,920,000	**3%**	1,030,000	$2,950,000	**5%**	$55,355,248	2030
2031	1,206,918,642	60,345,932	1,465,000	**2%**	940,000	$2,405,000	**4%**	$57,940,932	2031
2032	1,249,160,795	62,458,040	1,255,000	**2%**	845,000	$2,100,000	**3%**	$60,358,040	2032
2033	1,292,881,423	64,644,071	1,040,000	**2%**	750,000	$1,790,000	**3%**	$62,854,071	2033
2034	1,338,132,273	66,906,614	815,000	**1%**	655,000	$1,470,000	**2%**	$65,436,614	2034
2035	1,384,966,902	69,248,345	580,000	**1%**	555,000	$1,135,000	**2%**	$68,113,345	2035
2036	1,433,440,744	71,672,037	345,000	**0%**	450,000	$795,000	**1%**	$70,877,037	2036
2037	1,483,611,170	74,180,558	105,000	**0%**	345,000	$450,000	**1%**	$73,730,558	2037
2038	1,535,537,561	76,776,878	0	**0%**	230,000	$230,000	**0%**	$76,546,878	2038
2039	1,589,281,375	79,464,069		**0%**	115,000	$115,000	**0%**	$79,349,069	2039
2040	1,644,906,223	82,245,311		**0%**	0	$0	**0%**	$82,245,311	2040

Notes:

1. EV projected at 3.5% growth

EHLERS
PUBLIC FINANCE ADVISORS

RESOLUTION 2020-03
INITIAL RESOLUTION AUTHORIZING
GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
$1,850,000 FOR PARKS AND PUBLIC GROUNDS PROJECTS

BE IT RESOLVED by the Village Board of the Village of Cottage Grove, Dane County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed $1,850,000 for the public purpose of paying the cost of parks and public grounds projects.

Adopted, approved and recorded May 4, 2020.

_____
John Williams
President

ATTEST:

_____
Lisa Kalata
Village Clerk

(SEAL)

Resolution No. 2020-04

RESOLUTION PROVIDING FOR THE SALE OF
$1,850,000 GENERAL OBLIGATION PARK AND PUBLIC GROUNDS BONDS, SERIES 2020A

WHEREAS, the Village of Cottage Grove, Dane County, Wisconsin (the "Village") has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of $1,850,000 general obligation bonds for the public purpose of paying the cost of parks and public grounds projects (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, the Village Board of the Village hereby finds and determines that general obligation bonds in an amount not to exceed $1,850,000 should be issued pursuant to the Initial Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Issuance of the Bonds. The bonds authorized by the Initial Resolution shall be designated "General Obligation Park and Public Grounds Bonds, Series 2020A" (the "Bonds") and the Village shall issue Bonds in an amount not to exceed $1,850,000 for the purpose above specified.

Section 2. Sale of the Bonds. The Village Board hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The Village Clerk (in consultation with the Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the Village Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.

Section 4. Official Statement. The Village Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded May 4, 2020.

_____
John Williams
President

ATTEST:

_____
Lisa Kalata
Village Clerk

(SEAL)

QB\62801584.1

StaffordRosenbaum LLP
Attorneys

To Village of Cottage Grove Board of Trustees

From Rick Manthe and Larry Konopacki

Date April 30, 2020

Re Comfort Suites Development Agreement

This memo serves two purposes: 1) to convey our recommendation that the Comfort Suites Development Agreement (Agreement) is approvable in its current form; and 2) to explain why the Agreement is presently before the Village Board prior to the Developer receiving zoning approvals.

1. **Development Agreement Recommendation.**

We have determined that the Agreement is approvable in its current form. Most importantly, the Agreement protects the Village's investment in the project through an assessment guarantee effective until the Village's grants have been recouped. The structure of the grants provides further protection. The up-front incentives are only awarded after the Developer has met certain planning and construction milestones. The post-development incentives are tied directly to the Developer's performance, meaning the Village will only pay the full amount of incentives if the development conforms to the Developer's promises. The Developer's financial obligations to fully reimburse the Village through property taxes are backed by a personal guarantee from Mr. Wagner. Also, the Developer will file a tax agreement under which the Developer must take actions consistent with keeping the property on the tax rolls in perpetuity. Given these protections and others, we have determined that the Agreement is approvable in its current form.

2. **Explanation of Approval Process.**

Approval of the Agreement now would be atypical for the Village in that it would come before the Developer has obtained all of its required approvals. The Developer has requested approval now so that it can secure financing for the Development.

Despite being atypical, we still recommend approval of the Agreement in its current form. The Agreement contains conditions precedent delaying the effective date of the Agreement. The Agreement, and consequently the Village's obligations, will not become effective until the Developer satisfies all conditions precedent. One of those conditions is that the Developer obtain all necessary approvals from the Village. Further, the Developer must follow all conditions placed upon Village approvals. Thus, approving the Agreement at this point does not remove any other obligations of the Developer, and the Village will not incur any additional risk.

AGREEMENT TO UNDERTAKE DEVELOPMENT IN
TAX INCREMENT DISTRICT NO. 5

(Comfort Suites Development)

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT entered into as of the ___ day of _____, 2020 (the "Agreement"), by and between the Village of Cottage Grove, a Wisconsin municipal corporation (the "Village"), and Badger Hotel Group, LLC a Wisconsin limited liability company (the "Developer").

RECITALS

WHEREAS, the Village has created Tax Increment District No. 5 (the "District") and approved a Project Plan ("Project Plan") for the District; and

WHEREAS, the effective termination date of the District is December 31, 2027 (the "TID Closure Date"); and

WHEREAS, the Village desires to facilitate the development of certain property within the District; and

WHEREAS, Developer proposes to develop the real property described on Attachment A attached hereto (the "Comfort Suites Property"), and intends to undertake commercial development on the Comfort Suites Property in accordance with the Planned Unit Development District zoning; and

WHEREAS, the Village finds and determines that unless the Village provides the tax increment development incentive payments described in this Agreement, Developer will not develop the Comfort Suites Property, and the Village will not accomplish the objectives of the Project Plan for the District; and

WHEREAS, the Village finds that the development of the Comfort Suites Property and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the Village and its residents, by expanding the tax base and creating commercial opportunities, thereby serving public purposes in accordance with state and local law; and

WHEREAS, as an inducement to Developer to develop the Comfort Suites Property and otherwise facilitate the development of the Comfort Suites Property, and in order to make the development financially feasible and to implement the Project Plan for the District, the Village finds it appropriate to provide tax increment development incentive payments for the development of the Comfort Suites Property as described in, and subject to the reservations contained in, this Agreement; and

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Developer and the Village agree as follows:

A. **DEFINITIONS.** As used in this Agreement, the following terms, when having an initial capital letter, shall mean:

1. Comfort Suites Property. The property, commonly known as 1607 Landmark Drive, Village of Cottage Grove, Wisconsin, and located in the District as more particularly described in Attachment A.

2. Comfort Suites Property Base Value. Shall be $313,146, as assessed by the Village of Cottage Grove as of the date on which the District was created, of the following property: Lot 1, Certified Survey Map 12520, recorded in Volume 28 of Dane County Certified Survey Maps, pages 186-187, as Document No. 4460942.

3. Comfort Suites Property Tax Increment. The tax increment actually received by the Village from taxes levied on the Comfort Suites Property in a given year, as reasonably calculated by the Village. As of the effective date of this Agreement, the Department of Revenue calculates the combined tax increment generated by all tax increment districts in the Village, using a methodology reflected on Wisconsin Department of Revenue form PC-202. A copy of form PC 202, for 2019 taxes payable in 2020, is attached as Attachment B. The parties agree that the Village may reasonably calculate Comfort Suites Property Tax Increment by multiplying the total "interim rate" from form PC-202 for the applicable year by the Comfort Suites Property Value Increment for that year. The total interim rate is obtained by dividing the combined levies from each taxing jurisdiction (the sum of the apportioned levies in column A on form PC-202) by the total equalized value of all taxable property in the Village, excluding the value increment of all tax increment districts in the Village (the amount used in column B on form PC-202). If the Wisconsin Department of Revenue discontinues or modifies form PC-202, or otherwise modifies the manner in which it calculates tax increment, the Village may calculate Comfort Suites Property Tax Increment in such other reasonable manner as it determines appropriate. The Village may make such adjustments in calculating Comfort Suites Property Tax Increment needed so that, if tax increment is so calculated for all parcels in the District, the sum does not exceed the total tax increment received by the Village from taxes levied on all property in the District.

4. Comfort Suites Property Value Increment. The fair market value of the Comfort Suites Property in a given year, as shown on the real property tax bill for the Comfort Suites Property for that year, minus the Comfort Suites Property Base Value.

5. District. Village of Cottage Grove Tax Increment District No. 5.

6. Excess Tax Increment. Excess Tax Increment has the meaning given in Section B.3.(a).

7. Project. The construction of one, 57,000 square foot, 82 room commercial hotel building.

8. Village Administrative Costs. All costs, including engineering, legal, planning, and financial consultant costs, incurred by the Village relating to the creation and continuing and future administration this Agreement, the drafting and negotiation of this Agreement and other agreements relating to the Project, and other costs incurred by the Village in connection with the Project.

B. DEVELOPMENT INCENTIVE GRANTS.

1. Village Financed Grant. The Village shall provide a development incentive grant to Developer in the amount of Seven Hundred and Fifty Thousand Dollars ($750,000) (the "Incentive Grant"). This grant shall be paid to Developer in three installments in accordance with the following schedule:

(a) One Hundred and Eighty-Seven Thousand Five Hundred Dollars ($187,500) upon the Village issuing Developer a building permit for the Comfort Suites Property.

(b) One Hundred and Eighty-Seven Thousand Five Hundred Dollars ($187,500) upon fifty percent (50%) completion of construction. For purposes of this subsection, fifty percent completion of construction shall mean when Developer has expended a total of $4.7 million ($4,700,000) on developing the Project. Developer shall provide the Village invoices, receipts, or other written documentation establishing that Developer has spent $4.7 million on the Project.

(c) Three Hundred Seventy-Five Thousand Dollars ($375,000) upon the Village issuing Developer an occupancy permit for the Comfort Suites Property.

Payments shall occur within 30 days after Developer satisfies the above corresponding condition and makes written request for payment. The Village shall not issue any payments until Developer has delivered to the Village verification that the conditions in Section D of this Agreement have been satisfied. If the Village is unable to pay any installment of the Incentive Grant to the Developer within 30 days due to an event or circumstances beyond the Village's reasonable ability to control, then the time for the Village to pay the installment of the Incentive Grant shall be extended until such time as the Village can make said payments, however in no event later than 60 days after Developer satisfies the above corresponding condition and makes written request for payment.

2. Municipal Revenue Obligation. Following the completion of and the issuance of an occupancy permit for the Project, and within forty-five (45) days after submittal of the written request for issuance of the Municipal Revenue Obligation, the Village shall issue a Municipal Revenue Obligation to Developer, in the principal amount up to Seven Hundred Six Thousand, Six Hundred Seventy Dollars ($706,670), and only to the extent that the Project generates

sufficient Excess Tax Increment to make installment payments, in the form attached hereto as Attachment C, under the following terms and conditions:

(a) The Municipal Revenue Obligation shall not bear any interest.

(b) Any payment on the Municipal Revenue Obligation which is due on any Payment Date shall be payable solely from and only to the extent that the Village has received as of such Payment Date Excess Tax Increment. Any such Excess Tax Increment shall be appropriated by the Village Board to payment of the Municipal Revenue Obligation until paid in full or the TID Closure Date, whichever occurs first.

(c) For purposes of the Municipal Revenue Obligation, a "Payment Date" shall mean November 1 of each year until the TID Closure Date or the Municipal Revenue Obligation has been paid in full, whichever occurs first. On each Payment Date, the Village shall pay to Developer the Excess Tax Increment that has been appropriated for that purpose by the Village Board in accordance with the requirements for revenue obligations.

(d) The Village covenants and agrees that Excess Tax Increment held by the Village as of a given Payment Date shall not be appropriated for any other use, if not appropriated for the Municipal Revenue Obligation due as of such Payment Date, until said Municipal Revenue Obligation has been paid. The District shall not be terminated until the Municipal Revenue Obligation of $706,670 has been paid, or until the TID Closure Date, whichever first occurs.

3. Allocation of Comfort Suites Property Tax Increment. Comfort Suites Property Tax Increment shall be applied as follows:

(a) Following issuance of a building permit for the Project through December 31, 2027, or until the Municipal Revenue Obligation is paid in full, whichever is sooner, Comfort Suites Excess Tax Increment shall be allocated each year for payment of the Municipal Revenue Obligation referred to in Section B.2 of this Agreement. For purposes of this Agreement, "Excess Tax Increment" shall mean the sum of (i) the Comfort Suites Property Tax Increment minus any unreimbursed Village Administrative Costs that Developer has not paid pursuant to the terms of the Cost Reimbursement Agreement (Attachment F), plus (ii) in 2020 through the TID Closure Date, or until the Municipal Revenue Obligation is paid in full, whichever is sooner, any Tax Payment Guarantee payments made to the Village under Section C.2.

4. Post Development Grant. Following the issuance of an occupancy permit to Developer, Village shall pay to Developer a grant equal to 30 percent (30%) of all room taxes paid by Developer to the Village for a period of ten years from the date of issuance of the occupancy permit, up to a maximum of Five Hundred Six Thousand Dollars ($506,000). Village shall pay Developer annually for each year that payment is required. Payments shall be due to Developer annually on January 31. Payments due shall be calculated based on the amount of room tax collected from Developer in the previous year, with the first and last payments pro-rated based on the date of issuance of the occupancy permit.

C. **DEVELOPER OBLIGATIONS.**

1. Timely Proceed With Private Development. Developer shall use good faith efforts to construct the Project during 2020 and 2021, such that the tax increment, employment and other benefits cited in this Agreement and the Project Plan are actually derived by the Village and other taxing jurisdictions.

2. Tax Payment Guarantee. Developer estimates that the Comfort Suites Property will have a total assessed value, for real property tax purposes, of not less than Five Million Two Hundred Fifty Thousand Dollars ($5,250,000) as of January 1, 2022 (the "Minimum Estimated Assessment"), and as of each January 1 thereafter. . If, in any year (the "Valuation Year") beginning with January 1, 2022, and until the Tax Payment Guarantee Termination Date, the total assessed value of the Comfort Suites Property is less than the Minimum Estimated Assessment, the Developer shall pay to the Village, in addition to the real property taxes owed on the Comfort Suites Property, an amount equal to the difference between (1) the amount of real property taxes that would have been payable for the Comfort Suites Property for the Valuation Year if the Comfort Suites Property had a total assessed value equal to the Minimum Estimated Assessment, and (2) the amount of real property taxes owed on the Comfort Suites Property for the Valuation Year based on the Comfort Suites Property's actual assessed value (the "Tax Payment Guarantee"). For purposes of this Agreement, the "Tax Payment Guarantee Termination Date" is the date on which the Village has been fully reimbursed for the Incentive Grant and Post Development Grant through the sum of (i) the Village's portion of real estate taxes paid by Developer on the portion of the assessed value of the Comfort Suites Property in excess of Comfort Suites Property Base Value, plus (ii) payments made under this Section. Any payments made to the Village under this section shall qualify as Excess Tax Increment for purposes of the Village satisfying its obligations under the Municipal Revenue Obligation until the Municipal Revenue Obligation has been paid in full or the TID Closure Date, whichever occurs first. Developer shall pay any amount due to the Village under this section in a single installment due on January 31 of the year in which real property taxes on the Comfort Suites Property are owed for the Valuation Year. Notwithstanding the foregoing, for each Valuation Year after the Tax Payment Guarantee Termination Date, the Tax Payment Guarantee shall no longer be applicable; but rather Developer shall be required only to make its annual real estate tax payments owed on the Comfort Suites Property as usual and customary.

3. Personal Guaranty. Developer's obligations under this Agreement shall be secured by a guaranty to be provided by each member of Developer owning greater than 20% membership interest in Developer, in the form attached as Attachment D. Such guaranty or guaranties shall cover 100% of the (i) Tax Payment Guarantee, (ii) the full repayment through the annual real estate tax payments owed on the Comfort Suites Property of the total amount of the Incentive Grant and the Post Development Grant, and (iii) any payments required under Section C.4. and Attachment E, and shall be provided to the Village on or before the execution of this Agreement. Developer represents and covenants that Joseph Wagner is the only member owning greater than a 20% membership interest in Developer and that Developer is the sole owner of the Comfort Suites Property.

4. Tax Agreement. Developer shall execute and deliver to the Village for recording with the Dane County Register of Deeds the Tax Agreement attached as Attachment E.

5. Payments Made Under Sections C.2 Amounts paid to the Village under Section C.2 of this Agreement shall, during the life of the District, be used and allocated in the same way that Comfort Suites Property Tax Increment is used and allocated pursuant to this Agreement.

6. Insurance. Developer shall maintain in effect and furnish to the Village evidence of insurance and proof of payment of premiums as follows:

(a) *During Construction*. During the process of construction of the Project, policies of builder's risk completed value non-reporting form of fire and extended coverage, vandalism and malicious mischief hazard insurance in favor of the Village and covering the Project in at least the amount of the estimated cost of replacement of the Project, with loss payable endorsements in favor of the Village with provision that such coverage will not be terminated without 30 days prior written notice to the Village.

(b) *After Completion*. After completion of construction of the Project, Developer, and its successors and assigns, shall keep the Project adequately insured against loss or damage occasioned by fire, extended coverage perils (to specifically include coverage for wind, storm and similar natural disaster and hazards) as Developer's first mortgage lender(s) may require, which shall remain in effect for the life of the District. All insurance policies obtained to satisfy this requirement shall include a provision that they shall not be terminated, amended or canceled without at least 30 days prior written notice to the Village. If any portion of the Project is substantially damaged or destroyed by fire, wind, storm, mold, bacteria or any other cause during the life of the District, Developer shall promptly rebuild or repair the damaged or destroyed portions of the Project. Developer shall provide the Village with a certificate of insurance from its insurance carrier evidencing the required coverage not later than 30 days after the initial effective date thereof and upon each renewal.

7. Developer is responsible for obtaining all licenses, permits and authority necessary to perform its obligations under this agreement and abiding by any conditions placed upon those approvals. If the Village approves rezoning the Comfort Suites Property to Planned Unit Development, the Project shall be in accordance with Planned Unit Development District zoning for the Comfort Suites Property.

D. CONDITIONS PRECEDENT TO AGREEMENT OBLIGATIONS.

All of the following must occur before either party's obligations under this Agreement shall become effective.

1. The Village and Developer must approve and execute this Agreement.

2. Developer shall provide commitment letters demonstrating it has secured sufficient financing to pay for the Project.

3. Developer shall execute and deliver to the Village for recording with the Dane County Register of Deeds, a Tax Agreement in the form attached as Attachment E.

4. Developer and listed individuals must deliver to the Village the fully executed guaranties required by Section C.2 and C.3 of this Agreement.

5. The Village must approve rezoning the Comfort Suites Property to Planned Unit Development.

6. Developer must obtain all necessary licenses, permits, and approvals from the Village required for development of the Comfort Suites Property and construction of the Project, such as, but not limited to, site plan approval and a stormwater approval.

If the events described in this Section D are not satisfied by December 31, 2020, then this Agreement shall be null and void.

E. REPRESENTATIONS AND WARRANTIES.

1. Authorization. Developer warrants that Developer's execution, delivery and performance of this Agreement have been duly authorized and do not conflict with, result in a violation of, or constitute a default under any provision of Developer's articles of organization or membership agreements, or any agreement or other instrument binding upon Developer, or any law, governmental regulation, court decree, or order applicable to Developer or to the Comfort Suites Property.

F. GENERAL CONDITIONS.

1. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the Village warrant that Developer is entitled to any other approvals required for development of the Comfort Suites Property or construction of the Project as a result of this Agreement.

2. Binding Effect / Assignment. The obligations of Developer and the Village under this Agreement shall be binding on their respective successors and assigns. Developer may not assign its benefits or obligations under this Agreement without the express prior written approval of the Village, and any unapproved assignment is void. However, no assignment of Developer's benefits consented to in this subsection shall constitute a release of Developer from the obligations and liabilities under this Agreement. Developer may, in its discretion, require that any subsequent owner of all or part of the Comfort Suites Property assume all or part of Developer's obligations under Section C.2 of this Agreement. No such assumption, however, and no act of the Village, shall release Developer or Guarantor from any obligation or liability under this Agreement, unless and to the extent that the Village expressly agrees in writing to release Developer. The Village

shall have the sole discretion to release or not release Developer from the obligations and liabilities under this Agreement.

3. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Village and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.

4. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Village and Developer.

5. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies. Remedies include, but are not limited to, charging Developer, on all amounts due to the Village not paid by the due date, interest at the rate of 2 percent over the rate then payable by the Village under the Village borrowing, from the due date until the date the unpaid amounts are paid in full.

6. Entire Agreement/Appendices Incorporated. This written Agreement and the attachments hereto, shall constitute the entire Agreement between Developer and the Village as of the date hereof.

7. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

8. Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

9. Other Approvals/Requirements Apply. This Agreement is intended only to address those special concerns related to implementation of the Project Plan for the District, substantially in accordance with the Project Plan. Nothing in this Agreement relieves Developer from any obligations to obtain all necessary approvals and to follow all applicable local, state and federal requirements in order to proceed with the Project.

10. Notice. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered or mailed by U.S. Mail as follows:

To Developer: Joseph Wagner
Badger Hotel Group, LLC
c/o Greywolf Partners, Inc.
115 South 84th St. Suite 275
Milwaukee, WI 53214

To the Village: Village Clerk
Village of Cottage Grove
221 E Cottage Grove Road
Cottage Grove, WI 53527

11. Recordation. The Village may record a copy of this Agreement, or a memorandum thereof, in the office of the Dane County Register of Deeds.

12. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Dane County unless it is determined that such Court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Dane County. Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Circuit Court for Dane County lack jurisdiction.

13. Ratification. Developer hereby approves and ratifies all actions taken to date by the Village, its officers, employees and agents in connection with the District, and in connection with the zoning and other approvals relating to the Comfort Suites Property and the Project.

14. Compliance with Laws. Developer shall comply with all federal, state and local laws with respect to the Project, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.

15. No Partnership. The Village does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with Developer.

16. Good Faith. Both parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

17. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

18. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.

19. Effective Date. This Agreement shall be effective as of the date and year first written above.

20. Term. Except as provided in Section D, this Agreement shall continue in full force and effect until such time as Developer's obligations under Section C of this Agreement, including any payments required to be made by Developer member(s) or other persons as required by Attachment D, and the Village's obligations under Section B of this Agreement, have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded the parties shall jointly execute and record a release of the Agreement.

21. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

VILLAGE:

VILLAGE OF COTTAGE GROVE
Dane County, Wisconsin

By_____
John Williams, Village President

ATTEST:

_____
Lisa Kalata, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2020, the above-named John Williams, Village President, and Lisa Kalata, Village Clerk, of the Village of Cottage Grove, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village's authority.

Subscribed and sworn to before me
This _____ day of _____, 2020.

_____
Notary Public, State of Wisconsin
Print Name:_____
My Commission:_____

DEVELOPER:

BADGER HOTEL GROUP, LLC.

By_____
Joseph Wagner, Managing Member

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2020 the above named Joseph Wagner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
This _____ day of _____, 2020.

_____
Notary Public, State of Wisconsin
Print Name:_____
My Commission:_____

ATTACHMENTS
A. Legal Description of Comfort Suites Property
B. Form PC 202
C. Municipal Revenue Obligation
D. Guaranty
E. Tax Agreement
F. Cost Reimbursement Agreement
G. Village Action Report (will become an attachment upon Village approving the Village Action Report)

ATTACHMENT A
LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map 12520, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 78 of Certified Survey Maps, pages 186-187, as Document No. 4460942.

ATTACHMENT B
FORM PC 202

ATTACHMENT B

Form PC-202	2019 Tax Increment Worksheet	WI Dept of Revenue

Report Type	Co-muni Code	County	Muni Type	Municipality	Account No.	Total Equalized TID Value Increment	
AMENDED	13112	DANE	VILLAGE	COTTAGE GROVE	0375	100,661,900	This worksheet is for all TIDs in this municipality

Taxing Jurisdiction	Col. A Apportioned Levy	/	Col. B Equalized Value (less TID value Increment)	=	Col. C Interim Rate	X	Col. D Equalized Value (with TID value Increment)	=	Col. E Levy Amount	Col. F E - A = Tax Increment
1. County										
DANE	$2,295,578.63	/	698,056,700.00	=	0.003288527	X	798,718,600.00	=	$2,626,607.68	$331,029.05
2. Special District (metro, sanitary, lake)										
MADISON METRO SEWER DISTRICT	$0.00	/	684,872,571.00	=	0.000000000	X	785,420,571.00	=	$0.00	$0.00
3. Tax District (city, village, town)										
COTTAGE GROVE	$4,220,470.00	/	698,056,700.00	=	0.006046027	X	798,718,600.00	=	$4,829,074.22	$608,604.22
4. School District(s)										
SCH D OF MONONA GROVE	$9,137,471.44	/	695,029,458.00	=	0.013146884	X	795,578,458.00	=	$10,459,377.70	$1,321,906.26
SCH D OF SUN PRAIRIE AREA	$39,548.00	/	3,027,242.00	=	0.013064037	X	3,140,142.00	=	$41,022.93	$1,474.93
5. Technical College District(s)										
MADISON AREA TECHNICAL COLLEGE MADN	$616,579.28	/	698,056,700.00	=	0.000883280	X	798,718,600.00	=	$705,492.17	$88,912.89
6. Total for Tax Increment										
	$16,309,647.35								$18,661,574.70	$2,351,927.35

0430200812

ATTACHMENT C

AGREEMENT TO UNDERTAKE DEVELOPMENT IN TAX INCREMENT DISTRICT NO. 5

MUNICIPAL REVENUE OBLIGATION

VILLAGE OF COTTAGE GROVE
MUNICIPAL REVENUE OBLIGATION SERIES 20-01
$706,670.00

THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is issued pursuant to Wis. Stat. § 66.0621 this _____ day of _____, 2020 by the Village of Cottage Grove, Dane County, Wisconsin (the "Village") to Badger Hotel, LLC, a Wisconsin limited liability company, its successors and assigns ("Developer").

WITNESSETH:

I. The Village and Developer have entered into an Agreement to Undertake Development in Tax Increment District No. 5 dated _____, 2020 (the "Development Agreement").

II. This Obligation is issued by the Village pursuant to the Development Agreement.

III. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

IV. *Promise to Pay*. The Village shall pay to Developer the principal amount of $706,670.00 solely from Excess Tax Increment. Beginning on November 1 in the first calendar year after the year this Obligation is issued, and on each subsequent November 1, the Village shall pay all Excess Tax Increment that has been received in that calendar year and appropriated to payment of this Obligation to Developer, until the principal amount of this Obligation has been paid in full, or until the TID Closure Date. To the extent that on any November 1 the Village is unable to make a payment from Excess Tax Increment as a result of having received, as of such date, insufficient Excess Tax Increment, or as the result of the Village Board not having appropriated Excess Tax Increment to payment of this Obligation, such failure shall not constitute a default under this Obligation. Any payments on this Obligation shall be payable solely from and only to the extent that, as of a given November 1, the Village has received Excess Tax Increment. In no case shall the term of this Obligation and the Village's obligation to make payments hereunder, extend beyond the TID Closure Date. Nor shall the Village be obligated to pay any amount not appropriated for such purpose by the Village Board. This Obligation shall terminate and the Village's obligation to make any payments under this Obligation shall be discharged, and the Village shall have no obligation and incur no liability to make any payments hereunder, after the TID Closure Date.

V. *Limited Obligation of Village*. This Obligation shall not constitute a charge against the Village's general credit or taxing power. The Village shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds except from the Excess Tax Increment, and then only to the extent and in the manner herein specified.

VI. *Subject to Annual Appropriations*. Each payment under this Obligation shall be subject to annual appropriation by the Village in accordance with the requirements for revenue obligations and in a manner approved by the Village's bond counsel and in accordance with the Development Agreement.

VII. *Prepayment Option.* To satisfy in full the Village's obligations under this Obligation, the Village shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

VIII. *Miscellaneous.* This Obligation is subject to the Tax Increment Law and to the Development Agreement.

Dated this _____ day of _____, 2020.

VILLAGE OF COTTAGE GROVE

By _____
John Williams, Village President

ATTEST:

_____
Lisa Kalata, Village Clerk

ATTACHMENT D

PERSONAL GUARANTY

In Consideration of the agreement of the Village of Cottage Grove (Village) to enter the Agreement to Undertake Development in Tax Increment District No. 5 (Comfort Suites Development) (the "Agreement") with Badger Hotel Group, LLC, (the "Developer"), the undersigned individual (the "Guarantor") hereby guarantees to the Village the full, prompt and unconditional payment, when due to the Village, of the (i) Tax Payment Guarantee (ii) the full repayment through the annual real estate tax payments owed on the Comfort Suites Property of the total amount of the Incentive Grant and the Post Development Grant, (iii) any unreimbursed Village Administrative Costs, and (iv) payments required under Attachment E of the Agreement (together, the "Obligations"). Terms that are capitalized in this Guaranty that are not defined in this Guaranty and that are defined in the Agreement shall have the meanings assigned to such terms by the Agreement.

Upon any default by Developer in the payment of any of the Obligations, the joint and several liability of the Guarantor shall be effective immediately. Such joint and several liability hereunder shall be absolute, unconditional and unlimited and shall continue regardless of any reduction or increase of the Obligations until all of the Obligations have been paid or otherwise discharged.

The undersigned shall be responsible for all reasonable attorney's fees and expenses incurred by the Village in enforcing this Guaranty. This Guaranty shall be unaffected by any amendment or modification of the Agreement or any waiver by any party thereto of any rights thereunder.

This Guaranty shall remain in full force and effect for the Term of the Agreement, at which point this Guaranty shall terminate and be of no further force and effect. The undersigned waives notice of acceptance of this Guaranty, notice of default under the Agreement, proceedings to enforce the Agreement against Developer or others, and all diligence of collection and presentment, demand, notice and protest as well as notices of any nature. The Village may, from time to time, fail to proceed against Developer, accept partial performance, and settle or compromise the obligations due from Developer, but none of these actions or omissions will affect the obligation of the undersigned to pay the Obligations under this Guaranty. There are no conditions to the effectiveness of this Guaranty, which is absolute, unconditional and irrevocable.

Dated:_____

By:_____

Joseph Wagner
Managing Member
Badger Hotel Group, LLC

ATTACHMENT E

TAX AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of_____, _____ (the Agreement), by and between the Village of Cottage Grove, a Wisconsin municipal corporation (the "Village"), and Badger Hotel Group, LLC (the "Owner").

RECITALS

A. Owner is the sole owner of the following described property (the "Property") in the Village of Cottage Grove:

Lot 1, Certified Survey Map 12520, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 78 of Certified Survey Maps, pages 186-187, as Document No. 4460942.

B. The Village and Owner have entered into a development agreement relating to the development of the Property.

C. The development agreement provides that it shall not take effect unless an agreement relating to the preservation of the taxable status of the Property that is satisfactory to the Village and the owners of the Property, has been signed by all of the owners of the Property and the Village.

D. Owner and the Village have entered into or are simultaneously entering into an Agreement to Undertake Development in Tax Increment District No. 5 (the "Development Agreement").

E. Owner and the Village wish to enter into this Agreement concerning preservation of the taxable status of the Property.

F. The Village and other taxing jurisdictions have provided and shall continue to provide public health, safety, fire and police protection, streets and street maintenance, snow removal, and other governmental services ("Municipal Services") that are funded by property taxes.

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises, obligations and benefits provided under this Agreement and the Development Agreement, the receipt and adequacy of which are hereby acknowledged, Owner and the Village agree as follows:

1. **Recitals Incorporated.** The recitals stated above are incorporated in this Agreement by reference.

2. **Representations and Warranties by Owner.** Owner represents and warrants that Owner: (1) is a limited liability company organized and existing under the laws of the State of Wisconsin; (2) has taken all actions necessary to enter into this Agreement; (3) has duly authorized the individual signers of this Agreement to do so; (4) is the sole owner of the Property, in fee simple; and (5) the Property is not encumbered by any lien, other than as shown on Title Commitment No. _____, a copy of which has been provided to the Village, and that Owner will not allow any lien to be placed upon or taken against the Property prior to the recording of this Agreement with the Register of Deeds for Dane County.

3. **Tax Status of the Comfort Suites Property.** The Property shall be subject to property taxation in perpetuity and shall not be exempt from property taxation, in full or in part, except as required by law. Owner shall take all reasonable actions to assure that the Property shall not be exempt from property taxation, in full or in part, except as required by law. Owner shall not submit any request or application for property tax exemption of the Property, in full or in part, challenge the status of the Property as fully subject to property taxation, or seek any ruling by a

court or any statutory change that would entitle the Property to exemption, in full or part. Nothing herein shall be construed as preventing Owner from challenging the Property's assessed value or the amount of property tax claimed due. Nothing herein shall be construed as preventing Owner from conveying all or part of the Property, subject to the terms and conditions of this Agreement.

4. **Payment for Municipal Services If Property Becomes Tax Exempt.** If in any year (the "Valuation Year") the Property is exempt from property taxation, in full or in part, Owner shall pay the Village, as a payment for Municipal Services provided by the Village with respect to the Property ("Payment for Municipal Services"), the difference between (1) the amount of property taxes, if any, on the Property, actually received by the Village from Owner for the Valuation Year, and (2) the amount of property taxes on the Property that the Village would have received for the Valuation Year if the Property were fully subject to property taxation. The Village shall send Owner an invoice for the Payment for Municipal Services due. One-half of the Payment for Municipal Services shall be due on January 31 of the year after the Valuation Year. The balance of the Payment for Municipal Services shall be due on July 31 of the year after the Valuation Year. Each payment shall be deemed made when actually received by the Village. Any amount due that is not paid on time shall bear interest in the same manner and at the same rate as provided by law for unpaid property taxes. The Payment for Municipal Services shall constitute payment for Municipal Services provided with respect to the Property during the Valuation Year. The Village and Owner acknowledge and agree that this Payment for Municipal Services would constitute a reasonable and appropriate means of carrying out the intent of the parties and would fairly and reasonably compensate the Village for the Municipal Services provided during the Valuation Year.

5. **Calculation of Property Taxes as If Property Were Not Exempt.** If, for purposes of this Agreement, it becomes necessary to calculate the amount of property taxes on the Property that the Village would have received if the Property were fully subject to property taxation, this amount shall be calculated as follows: (1) The fair market value of the Property as of January 1 of the Valuation Year shall be determined, in the same manner as provided by law for property that is fully taxable, by the Village Assessor or, if the Village Assessor is unable or unwilling to do so, by a competent and impartial appraiser selected by the Village in its sole discretion. (2) The fair market value, as so determined, shall be divided by the average assessment ratio for the Valuation Year for property in the Village, as determined by the Wisconsin Department of Revenue. (3) The resulting amount shall be multiplied by the mil rate at which taxable property in the Village is taxed to levy taxes for all taxing jurisdictions to which the Property is subject for the Valuation Year. That amount shall be deemed the amount of property taxes on the Property that the Village would have received for the Valuation Year if the Property were fully taxable. Following the termination of Tax Increment District No. 5, the Village shall allocate any Payments for Municipal Services made pursuant to this Agreement to all taxing jurisdictions in which the Property is located or to which the Property is subject for the Valuation Year, based on each taxing jurisdiction's mil rate.

6. **Binding Effect of Calculation; Dispute Resolution.** The amount of any Payment for Municipal Services, determined as provided in this Agreement, shall be binding on the parties unless determined to be excessive in an arbitration proceeding conducted in accordance with chapter 788, Wisconsin Statutes, or any successor statute, by a single arbitrator, chosen by mutual agreement of the Parties or, if they do not agree, by the Circuit Court for Dane County, Wisconsin, on application of either party. The arbitrator shall be an assessor or appraiser licensed by the State

of Wisconsin with at least ten years experience in the valuation of commercial property. Any demand for arbitration shall be made within thirty days after an invoice for Payment of Municipal Services is sent by the Village to Owner. If a demand for arbitration is not made within that time, the parties shall be deemed to have waived arbitration. The non-prevailing party shall pay the costs of arbitration, but each party shall be responsible for its own attorneys' fees and expert witness expenses. Chapter 788, Wisconsin Statutes, or any successor statute, shall govern the arbitration proceeding, except that Owner and the Village each waive any right to trial by jury. Any other dispute between the parties arising out of, related to, or connected with this Agreement shall be arbitrated in the same manner.

7. **Special Assessment If Any Required Payment For Municipal Services Is Not Timely Made.** Any Payment for Municipal Services that is not made when due shall entitle the Village to levy a special assessment against the Property for the amount due, plus interest. Owner hereby consents to the levy of any such special assessment, and pursuant to Wis. Stat. § 66.0703(7)(b), waive any right to notice of or any hearing on any such special assessment.

8. **Indemnification.** Owner shall indemnify the Village for all amounts of attorneys' fees and expenses and expert fees and expenses incurred in enforcing this Agreement. This paragraph shall not be applicable to cases where Owner has, in good faith, disputed the Village's valuation.

9. **Remedies.** The Village shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy any damages under this agreement. Remedies shall include, but are not limited to, special assessments under section 7 of this Agreement, indemnification under section 8 of this Agreement, and all remedies available at law or in equity.

10. **Term of Agreement.** The term of this Agreement shall begin on the date the Agreement is signed by both parties and shall continue unless terminated by mutual written agreement.

11. **Successors and Assigns.** This Agreement shall run with the land and is binding on the successors and assigns of the parties, including, but not limited to, any subsequent owner of the Property, any part of the Property, or any real property interest in the Property or any part of the Property. If at any time the Property has more than one owner, any Payment for Municipal Services due under this Agreement for any Valuation Year shall be allocated among the owners in proportion to the fair market value of their property interests as of January 1 of the Valuation Year, as determined under section 5 of this Agreement. Notwithstanding the foregoing or anything else set forth herein, if Owner shall sell or otherwise convey its interest in the Property, Owner shall be deemed released from all obligations hereunder and the Village shall look solely to successors in interest for the performance of all of the obligations imposed on Owner by this Agreement.

12. **Recording.** This Agreement shall be recorded with the Register of Deeds for Dane County as soon as practicable following execution by Owner and the Village.

13. **Entire Agreement; Amendments.** This Agreement encompasses the entire agreement of the parties regarding its subject-matter. Any amendment hereto shall be made in writing, signed by all parties.

14. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement shall remain in effect.

15. **Waiver.** No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

16. **Interpretation of Agreement.** The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement, neither party shall be deemed the drafter of this Agreement for purposes of its interpretation.

17. **Notices.** Any notice required to be given under this Agreement shall be deemed given when deposited in the United States mail, postage prepaid, to the party at the address stated below or when actually received by the party, whichever is first. The addresses are:

If to Village:	Village Clerk Village of Cottage Grove 221 E Cottage Grove Road Cottage Grove, WI 53527
If to Owner:	Joseph Wagner Badger Hotel Group, LLC c/o Greywolf Partners, Inc. 115 South 84th St. Suite 275 Milwaukee, WI 53214

Addresses may be changed by notice given in the manner provided in this section.

18. **Governing Law.** This Agreement has been negotiated and signed in the State of Wisconsin and shall be governed, interpreted, and enforced in accordance with the laws of the United States and the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

VILLAGE:

Village of Cottage Grove

By_____
John Williams, Village President

By_____
Lisa Kalata, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, _____, the above-named John Williams and Lisa Kalata, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission:_____

OWNER:

BADGER HOTEL GROUP, LLC

By_____
Joseph Wagner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, _____, the above-named Joseph Wagner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission:_____

CONSENT OF LIENHOLDERS AND MORTGAGE SUBORDINATION

For value received and to induce the Village to enter the Tax Agreement with Owner, _____, as holder of a mortgage dated _____ and recorded _____ as document _____, made by _____, to _____, to secure an indebtedness in the amount of $_____ ("Mortgage"), hereby consents to the execution and delivery of the foregoing Tax Agreement by Owner, and hereby subordinates its Mortgage (and any other liens that it may obtain with respect to the Property) to any and all claims of the Village, its successors and assigns under the Tax Agreement. Lienholder acknowledges that the Village is relying on the consent of Lienholder and Lienholder's agreement to subordinate its Mortgage to the claims of the Village under the Tax Agreement when agreeing to enter the Tax Agreement with Owner. Lienholder acknowledges that the execution and delivery of the Tax Agreement by Owner and the Village is in Lienholder's best interest. Lienholder's agreement to consent to the Tax Agreement and subordinate the Mortgage to the Village's claims under the Tax Agreement are binding on the assigns and successors of Lienholder.

Dated: _____, 2020.

_____

By:_____
Name:_____
Title: _____

Attest:

_____
Name:_____
Title:_____

STATE OF WISCONSIN
COUNTY OF _____

Personally came before me this _____ day of _____, 2020, the above-named _____ and _____, of _____, to me known to be the _____ and _____ of _____ who executed the foregoing instrument as such officers of _____.

_____
Print name: _____
Notary Public, State of Wisconsin
My Commission:_____

ATTACHMENT F
COST REIMBURSEMENT AGREEMENT

Attachment F

AGREEMENT TO REIMBURSE VILLAGE FOR COSTS INCURRED

PETITIONER / DEVELOPER / SUBDIVIDER (APPLICANT):

_____

APPLICANT agrees to reimburse the actual costs the VILLAGE incurs to review the submittal which shall include but not be limited to costs of notice, publication, building and design construction, inspection, any required testing and associated administrative, legal, engineering, planning, accounting, financial, public safety, and staff time (collectively referred to as COSTS).

APPLICANT shall deposit an escrow amount per the Village of Cottage Grove Development Fee Schedule.

VILLAGE staff shall draw against such deposit for payment of all COSTS incurred by the VILLAGE.

If at any time the deposit shall be insufficient to reimburse the VILLAGE for these COSTS, APPLICANT shall deposit an additional amount with ten (10) days notice from the VILLAGE.

After the VILLAGE has completed review of the SUBMITTAL/PROJECT, the actual COSTS will be totaled and the difference, if any, shall be paid by or refunded to the APPLICANT.

The VILLAGE shall not commence review of any SUBMITTAL/PROJECT until the required deposit has been made.

FOR INFORMATIONAL PURPOSES ONLY a Summary of Fees currently charged to the VILLAGE by its Consultants is attached as EXHIBIT A and incorporated herein as if fully set forth.

FEES shall be billed as invoiced to the VILLAGE.

Dated this 19th day of June 2018

Applicant Name (print): Joe Wagner

Mailing Address: 804 Liberty Blvd Suite 204 Sun Prairie, WI 53590

Email Address: joe@graywp.com

Phone Number: (414) 840-0098

Applicant Signature: [signature]

4/12/16

Sarah Haltaufderheide

From: David Stortz
Sent: Saturday, April 25, 2020 3:31 AM
To: Lisa Kalata
Cc: Sarah Haltaufderheide; Daniel Layber
Subject: FW: Operators license
Attachments: 4550_001.pdf

After reviewing Anthony ML Thomas' WORCS, DOT, RMS, and WI Circuit Court Access records, I have not located any alcohol or other related violations which would prevent Thomas from obtaining his Operators License and I recommend Thomas for approval of his Village of Cottage Grove Operators License Application.

STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

- Request Date: **4/25/2020**
- Report Date: **4/25/2020**

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

- Name: **THOMAS, ANTHONY M**
- Date of Birth: **2/27/1998**
- Alias Names:

Toggle navigation Menu

- About
  - Department of Justice
  - Crime Information Bureau
  - Background Check Information
  - Training Documentation
  - Related Sites
- Background Checks
  - Submit New Request
  - Upload File Request
  - View My Requests

VILLAGE OF COTTAGE GROVE OPERATORS LICENSE APPLICATION

New X
Renewal ____

Please complete all required information. This application must be answered completely and accurately before processing. A $25.00 license/application fee is required and must accompany this application. If you have not previously held an operators license in the Village of Cottage Grove a copy of the Responsible Beverage Servers Certificate must be attached. **All applicants are required to provide a copy of their Wisconsin Drivers License or I.D. Card. The annual licensing period is from July 1 through June 30.**

Full Name: Anthony (First) Thomas (Middle) Thomas (Last)

Complete Address: [redacted]
Street Address — City/State/Zip Code

Phone Number (h[redacted]w) ____

Drivers License Number ____

Previous Names: ____ Date of Birth [redacted]

List all previous addresses within the past 3 years:

Applicants must specify name, address and phone number of the establishment where they will be employed. Also the name of supervisor if we have any questions.

Name address & phone number of Establishment:
SNG223 839-3154
1100N Windor Ave

Name of Supervisor:
Jan Miller

Date and Location of Responsible Beverage Server Course
Learn 2 Serve
04-17-2020

You **must** complete all boxes: Any question answered **YES** must be explained on the back of this page in detail, with any appropriate documentation attached. You may attach additional pages if necessary.

1. **In the past 5 years, have you been arrested, convicted of or charged with any of the following:**
   A. Illegal purchase, sale or providing alcoholic beverages. Yes ____ No ✓
   B. Violation of closing hours at a licensed premises. Yes ____ No ✓
   C. Operating a motor vehicle while under the influence of drugs and/or alcohol. Yes ____ No ✓
   D. A violation of an alcohol beverage law, regulation or rule not specified above. Yes ____ No ✓
   E. Disorderly conduct, criminal damage to property or obstructing an officer. Yes ____ No ✓
2. **Have you EVER been arrested, convicted of or charged with a Felony?** Yes ____ No ✓
3. **Have you held any type of alcohol beverage license in the last 3 years? If so, list type and location on the back of this page.** Yes ____ No ✓
4. **Do you presently have any overdue or outstanding forfeitures resulting from a violation of any county, state or local ordinance?** Yes ✓ No ____
5. **Have you ever had any alcohol beverage license revoked, suspended or not renewed?** Yes ____ No ✓

For Village Clerk's Use Only

Date Received 4/24/20
Fees Received 25.00
Receipt # 7004099
Provisional # 1920-2P
Background Completed 4/25/20
Approved or Denied
Date Issued ____
License # ____
Legal Review if Denied ____

Certification-Please Read Carefully!

I hereby certify that the information provided on this application is true and correct. **I understand that failure to provide all required information shall be grounds for denial of this alcohol beverage license.** I further understand that falsification of any information provided may be grounds for denial or revocation of this license. I fully understand all state and local laws and ordinances governing the sale of alcoholic beverages that apply to this application, and agree to abide by those laws.

I hereby authorize the Village of Cottage Grove to perform a criminal background and drivers license check.

Signature Anthony Thomas Date 04/23/2020

MEMO DATE:	April 27, 2020
MEETING DATE:	May 4, 2020
TO:	Village Board Matt Giese, Administrator
FROM:	Lisa Kalata, Clerk
RE:	**Revision of Ordinance 109-6**

OVERVIEW/BACKGROUND

The legislation was currently changed to allow for municipal bodies to designate a municipal official to issue operator licenses. Please see the attached draft ordinance for specific language. The process for obtaining an operator license would not change for the applicant. This would allow the Village Board to designate the Village Clerk to issue the license once the background check was completed by the Police Department. The Clerk would then send a list of all applicants to the Village Board to review and if there was a concern with any applications it would then be put on a Village Board agenda to be discussed before the license is issued.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of ordinance 04-2020.

ORDINANCE 04-2020
AMENDING CHAPTER 109-06
OF THE
VILLAGE OF COTTAGE GROVE MUNICIPAL CODE

SECTION I. - RECITALS

Whereas, Wisconsin State Statue 125.17 regulates the issuance by municipalities of alcohol beverage operator's licenses;

Whereas, 2019 Wisconsin Act 166 amended Wis. Stat. § 125.17 to allow a municipal governing body to delegate authority to issue operator's licenses to a designated municipal official;

Whereas, the current Village ordinance governing issuance of operator licenses mandates board approval of operator licenses and does not allow a designated official to issue them;

Whereas, the Village of Cottage Grove Board of Trustees desires to exercise its authority to designate a municipal official to issue operator licenses, temporary operator licenses, and provisional operator licenses.

Therefore, the Village Board for the Village of Cottage Grove, Dane County Wisconsin, does hereby ordain as follows:

SECTION II. – AMENDMENT TO SECTION 109-6

Section 109-6 of the Village of Cottage Grove Municipal Code would be amended as follows:

1. Amend Section 109-6 G. as follows:

License meeting. The Village Board shall meet on the first Monday of each month at 7:00 p.m. for the purpose of acting upon such applications for licenses for which a report was received under Section 109-6 C. indicating findings that the applicant or premises are unsuitable for the issuance of a license~~as may be presented to it~~. Such meeting is designated a regular meeting of the Village Board in addition to the other meetings designated by § 94-3 of this Municipal Code.

2. Create Subsection 109-6 I., to provide as follows:

Issuance of Operator Licenses on Reports of Suitability. An application for approval of an operator license application for which a report was received under Section 109-6 C. indicating findings that the applicant and premises are suitable for the issuance of a license

shall be acted upon at the next regularly-scheduled meeting of the Village Board upon request by a Village Board member made within ten days of the date upon which the report is delivered to the Village Board, if such a request is made at least five days prior to the next regularly-scheduled Village Board meeting. If such a request is made within ten days of the date upon which the report is delivered to the Village Board but less than five days prior to the next regularly-scheduled Village Board meeting, the application shall be acted upon at the regularly-scheduled meeting of the Village Board following the next regularly-scheduled meeting. If no member of the Village Board makes a request to schedule an application for Village Board action, or if the Village Board fails to take action regarding the operator license application during the applicable Village Board meeting, the designated municipal official may issue an operator license to the license applicant. The designated municipal official may issue a provisional operator license to an applicant after the applicant has submitted an operator license application, paid the application fee, and provides evidence of completing a responsible beverage server training course. For purposes of this subsection, the designated municipal official shall be the Village Clerk.

SECTION III. - EFFECTIVE DATE

This ordinance shall take effect upon compliance with the publication/posting requirements of the Wisconsin Statutes.

Adopted this 4th day of May, 2020.

BY ORDER OF THE VILLAGE BOARD
VILLAGE OF COTTAGE GROVE

_____
John Williams, Village President

Attest:

_____
Lisa Kalata, Village Clerk

ORDINANCE -2020
AMENDING CHAPTER
OF THE
VILLAGE OF COTTAGE GROVE MUNICIPAL CODE

The Village Board for the Village of Cottage Grove, Dane County Wisconsin, does hereby ordain as follows:

SECTION I. – BACKGROUND RATIONALE

The Village Board finds that smoking tobacco products is hazardous to the health of both smokers and nonsmokers who are exposed to smoking. Reliable scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing side-stream or secondhand smoke is a significant health hazard to nonsmokers, particularly to children, elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease. Health hazards induced by breathing side-stream or secondhand smoke include lung cancer, respiratory infection, decreased respiratory function, decreased exercise tolerance, bronchoconstriction, and bronchospasm. This Section is adopted for the purpose of protecting the public health, general welfare, safety and comfort of the people of the Village of Cottage Grove.

SECTION II. – DEFINITIONS

§ 101.123 **State statutes adopted.**

a) The provisions of Wis. Stat. § 101.123 relating to the regulation of smoking and clean indoor air, except provisions therein relating to penalties to be imposed, are adopted by reference and made a part of this article as if fully set forth in this section. Any act required to be performed or prohibited by any statute incorporated by reference in this section is required or prohibited by this article. Any future amendment, revisions or modifications of the statutes incorporated in this section are intended to be made a part of this article.
b) The prohibitions contained in subsection (a) relating to smoking shall include, but are not limited to, the use of an electronic delivery device. Electronic delivery device means any product containing or delivering nicotine or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. This includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
c) "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any

manner or in any form. “Smoking” also includes the use of an electronic smoking device with created an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

SECTION III. – PROHIBITION OF SMOKING IN PUBLIC AREAS

No person may smoke in any of the following places:

a) Anyplace where smoking is prohibited by Wis. Stats. § 101.123(2) as in effect on July 5, 2010.
b) Within fifteen (15) feet of any public building entrance.
c) Within all buildings and equipment owned, leased or rented by the Village. Facilities specifically included within the scope of this section, but not limited thereto, are Village-owned facilities such as the Village Hall, Police Department and municipal buildings.
d) Within Village Parks.
e) Persons in charge of a restaurant, tavern, private club, or retail establishment may establish outside smoking areas where customers, employees, or persons associated with the restaurant, tavern, private club, or retail establishment may smoke. Such places shall be established a reasonable distance from any entrance, open window or vent leading inside the restaurant, tavern, private club or retail establishment.

SECTION IV. – EXCEPTIONS

The prohibitions in section (3) shall not apply to any place identified in Wis. Stats. § 101.123(3) as in effect of July 5, 2010.

SECTION V. – VIOLATIONS AND PENALTIES

Any person who violates any provision or any rule or regulation of this article shall be subject to a penalty as provided in Chapter 1, General Provisions, § 1-19 of this Code.

EFFECTIVE DATE

This ordinance shall take effect upon compliance with the publication/posting requirements of the Wisconsin Statutes.

Adopted this th day of , 2020.

BY ORDER OF THE VILLAGE BOARD
VILLAGE OF COTTAGE GROVE

_____

John Williams, Village President

Attest:

_____

Lisa Kalata, Village Clerk

Village of Cottage Grove Committee / Commission Member Nominations
May 4, 2020

Ad Hoc Architectural Review (TIF 5)	
Melissa Ratcliff	Trustee
Ad Hoc Glacial Drumlin Bike Path Committee	
Melissa Ratcliff	Trustee
Community Development Authority	
Kim Sale	Citizen
Mike Elder	Citizen
Deer Grove EMS Commission	
Troy Allen	Trustee
Emergency Government	
Larry Kieck	Citizen
Finance/Personnel Committee	
Troy Allen	Trustee
Joint Fire Department Committee	
Melissa Ratcliff	Trustee
Law Enforcement Committee	
Kishia Peters	Citizen
Library Planning Committee	
Melissa Ratcliff	Trustee
Natvig Landfill Monitoring Review Committee	
Melissa Ratcliff	Trustee - Alternate
Ordinance Review Committee	
Jess Robinson	Citizen
Cara Musick	Citizen
Park, Rec & Forestry Committee	
Amy Brice	Citizen (complete J. Pickel's term)
Jay Kiefer	Citizen
Penny Aguilera	Citizen

Village of Cottage Grove Committee / Commission Member Nominations
May 4, 2020

Plan Commission	
Melissa Ratcliff	Trustee
Kim Sale	Citizen (complete J. Pickel's term)
Public Relations Committee	
Troy Allen	Trustee
Public Works & Properties	
Larry Kieck	Citizen
Scott Schuerman	Citizen
Tourism	
Melissa Ratcliff	Trustee
Troy Allen	Trustee
Utility Commission	
Mike Hackel	Citizen
Zoning Board of Appeals	
Mark Hepfinger	Citizen

VILLAGE OF COTTAGE GROVE

Lisa Kalata, Village Clerk

April 17, 2020

SGT Natalie Hickey
Logistics Management Specialist
G4-SASMO
1420 Wright Street
Madison, WI 53704

Dear SGT Natalie Hickey:

This letter is to formally thank you for your exceptional contribution to the Village of Cottage Grove on April 7, 2020. The election was a great success because of the hard work and attention to detail you exhibited. Your dedicated work resulted in keeping order and making sure residents could exercise their right to vote in a safe manor.
Your effort describes what true public servants exemplify - a team ready to assist at any time and in any way possible. Through your behavior and leadership, you have shown that you were willing to help the Village of Cottage Grove in any way possible and you did successfully.

Thank you again for exemplifying the values of a great leader.

Best regards,

Lisa Kalata,
Village Clerk

Cc: Jonathan Ponzer

221 E. Cottage Grove Road, Cottage Grove, WI 53527
Phone: (608) 839-4704 Fax: (608) 839-4698 Website: www.vi.cottagegrove.wi.gov

Vendor	Vendor Name	Invoice Number	Description	GL Account Number	Net Invoice Amount
ACE HARDWARE OF COTTAGE GROVE					
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	SHOP SUPPLIES	100-53300-340	233.35
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	SHOP SUPPLIES	600-60935-340	77.78
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	SHOP SUPPLIES	601-60834-340	77.78
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	COVID-19 - ELECTION SUPPLIES	100-51520-700	162.46
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	MISC HARDWARE - PARKS	100-55200-350	167.56
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	MSB - FITNESS AREA	100-51700-340	90.02
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	MSB - FITNESS AREA	600-60935-340	7.94
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	MSB - FITNESS AREA	601-60834-340	7.94
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	MAILBOX REPLACEMENT	100-53300-340	14.99
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	VILLAGE HALL - HAND SOAP	100-51600-340	2.99
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	VILLAGE HALL - HAND SOAP	600-60935-340	1.00
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	VILLAGE HALL - HAND SOAP	601-60834-340	1.00
2688	ACE HARDWARE OF COTTAGE GRO	2688-050520	PRV REPAIR	600-60651-340	46.25
	Total ACE HARDWARE OF COTTAGE GROVE:				891.06
ADVANCED DISPOSAL					
3820	ADVANCED DISPOSAL	A200000507962	GARBAGE COLLECTION - MARCH 2020	100-53620-295	21,530.23
3820	ADVANCED DISPOSAL	A200000507962	RECYCLING COLLECTION - MARCH 2020	100-53620-296	9,223.97
	Total ADVANCED DISPOSAL:				30,754.20
AFLAC					
880	AFLAC	356557	AFLAC PREMIUM - APRIL 2020	100-21536	544.72
880	AFLAC	356557	AFLAC PREMIUM - APRIL 2020	100-52100-156	167.70
	Total AFLAC:				712.42
ALLIANT ENERGY/WP&L					
31	ALLIANT ENERGY/WP&L	31-042220	5067730000 - 4195 VILAS RD LIFT STATION	601-60821-221	2,082.06
31	ALLIANT ENERGY/WP&L	31-042220	9745820000 - FIREMANS PARK	100-55200-221	28.19
	Total ALLIANT ENERGY/WP&L:				2,110.25
ANDERSON, NICOLE					
6567	ANDERSON, NICOLE	6567-050520	REFUND REQUEST - DUE TO COVID-19 - CHEER	100-46727-000	55.00
6567	ANDERSON, NICOLE	6567-050520	ADDITIONAL CHEER PROGRAM	100-46727-000	45.00
	Total ANDERSON, NICOLE:				100.00
BEAR GRAPHICS INC					
5737	BEAR GRAPHICS INC	545580	ABSENTEE ENVELOPES	100-51520-700	276.28
5737	BEAR GRAPHICS INC	845584	ABSENTEE ENVELOPES	100-51520-700	335.70
	Total BEAR GRAPHICS INC:				611.98
BROOKS TRACTOR INC					
181	BROOKS TRACTOR INC	S98938	SHOP SUPPLIES - OIL AND FILTERS	100-53300-340	213.70
181	BROOKS TRACTOR INC	S98938	SHOP SUPPLIES - OIL AND FILTERS	600-60935-340	71.24
181	BROOKS TRACTOR INC	S98938	SHOP SUPPLIES - OIL AND FILTERS	601-60834-340	71.24
	Total BROOKS TRACTOR INC:				356.18
CAPITAL NEWSPAPERS					
4818	CAPITAL NEWSPAPERS	1699699	PUBLIC WORKS	100-53100-340	163.57

Vendor	Vendor Name	Invoice Number	Description	GL Account Number	Net Invoice Amount
	Total CAPITAL NEWSPAPERS:				163.57
CONSTRUCTION FABRICS AND					
1131	CONSTRUCTION FABRICS AND	189671	EROSION PROTECTION SOCK - OLD SHOP	100-53200-340	81.00
1131	CONSTRUCTION FABRICS AND	189906	EROSION CONTROL SUPPLIES	100-53440-340	27.00
	Total CONSTRUCTION FABRICS AND:				108.00
DANE CO TREASURER					
87	DANE CO TREASURER	87-050520	DOG TAGS #7449-7465	100-44210-000	248.75
	Total DANE CO TREASURER:				248.75
DELTA DENTAL OF WISCONSIN					
94	DELTA DENTAL OF WISCONSIN	1433710	DENTAL PREMIUM - MAY 2020	100-21532	3,753.69
	Total DELTA DENTAL OF WISCONSIN:				3,753.69
ENERGY PERFORMANCE LIGHTING					
6403	ENERGY PERFORMANCE LIGHTING	10-1848	LIGHTING UPGRADES - MSB, FITNESS, AND VILLA	410-57320-820	27,626.09
6403	ENERGY PERFORMANCE LIGHTING	10-1848	LIGHTING UPGRADES - MSB, FITNESS, AND VILLA	600-37100	5,919.87
6403	ENERGY PERFORMANCE LIGHTING	10-1848	LIGHTING UPGRADES - MSB, FITNESS, AND VILLA	601-37100	5,919.87
	Total ENERGY PERFORMANCE LIGHTING:				39,465.83
EXPEDITERS INC, THE					
2186	EXPEDITERS INC, THE	2567	SEWER MAIN REPAIR	601-60831-350	3,900.00
2186	EXPEDITERS INC, THE	2571	MANHOLE REHAB	601-60831-240	10,500.00
	Total EXPEDITERS INC, THE:				14,400.00
FITCH, LISA					
6565	FITCH, LISA	6565-050520	REFUND REQUEST - BABYSITTING CLASS CANCE	100-46727-000	95.00
	Total FITCH, LISA:				95.00
FRIEDE & ASSOCIATES					
6568	FRIEDE & ASSOCIATES	6568-050520	RETURN OF SURETY FOR OAKSTONE PROJECT	210-23150	36,624.00
	Total FRIEDE & ASSOCIATES:				36,624.00
FRONTIER					
3912	FRONTIER	3912-050520	608-839-4698 VILLAGE HALL FAX	100-51600-225	41.68
3912	FRONTIER	3912-050520	608-839-4698 VILLAGE HALL FAX	600-60920-225	13.90
3912	FRONTIER	3912-050520	608-839-4698 VILLAGE HALL FAX	601-60850-225	13.90
	Total FRONTIER:				69.48
GIESE, MATT					
4191	GIESE, MATT	4191-050520	ZOOM MEETING SERVICE 4/19/20-5/18/20	100-51250-340	105.45
4191	GIESE, MATT	4191-050520	ZOOM MEETING SERVICE 4/19/20-5/18/20	100-51100-340	105.45
	Total GIESE, MATT:				210.90
GORDON FLESCH CO					
212	GORDON FLESCH CO	IN12896957	CONTRACT COPY CHARGES - 3/15/20-4/15/20	100-51420-340	35.07

Vendor	Vendor Name	Invoice Number	Description	GL Account Number	Net Invoice Amount
212	GORDON FLESCH CO	IN12896957	CONTRACT COPY CHARGES - 3/15/20-4/15/20	100-55310-340	35.06
212	GORDON FLESCH CO	IN12896957	CONTRACT COPY CHARGES - 3/15/20-4/15/20	100-53100-340	35.06
212	GORDON FLESCH CO	IN12896957	CONTRACT COPY CHARGES - 3/15/20-4/15/20	600-60920-340	17.53
212	GORDON FLESCH CO	IN12896957	CONTRACT COPY CHARGES - 3/15/20-4/15/20	601-60850-340	17.53
	Total GORDON FLESCH CO:				140.25
GRAINGER					
142	GRAINGER	9505980152	STREET LIGHTS - TID #5	405-57530-820	229.92
142	GRAINGER	9505980152	STREET LIGHTS - TID #7	407-57351-820	308.52
	Total GRAINGER:				538.44
HELD, KARI					
6562	HELD, KARI	6562-050520	REFUND REQUEST - FITNESS CLASS	100-46727-100	37.50
	Total HELD, KARI:				37.50
HUGILL, LYNN					
6563	HUGILL, LYNN	6563-050520	REFUND REQUEST - PAINT AND SIP CLASS CANC	100-46727-100	35.00
	Total HUGILL, LYNN:				35.00
HYDROCORP					
6454	HYDROCORP	0056991-IN	CROSS CONNECTION CONTROL PROGRAM	600-60923-210	1,147.00
	Total HYDROCORP:				1,147.00
LANDMARK SERVICES COOPERATIVE					
3	LANDMARK SERVICES COOPERATIV	03-050520PD	POLICE DEPT FUEL - MARCH 2020	100-52100-385	1,052.65
3	LANDMARK SERVICES COOPERATIV	03-050520PW	PW FUEL - MARCH 2020	100-53300-385	893.57
3	LANDMARK SERVICES COOPERATIV	03-050520PW	PW FUEL - MARCH 2020	600-60933-385	297.86
3	LANDMARK SERVICES COOPERATIV	03-050520PW	PW FUEL - MARCH 2020	601-60828-385	297.86
3	LANDMARK SERVICES COOPERATIV	03-050520PW	PARKS FUEL - MARCH 2020	100-55200-385	87.01
	Total LANDMARK SERVICES COOPERATIVE:				2,628.95
MADISON METRO SEWERAGE DIST					
37	MADISON METRO SEWERAGE DIST	IN000016050	QUARTER 1/2020 SEWER SERVICE	601-60822-222	199,462.77
	Total MADISON METRO SEWERAGE DIST:				199,462.77
MEINEKE COTTAGE GROVE #2474					
5772	MEINEKE COTTAGE GROVE #2474	29226	SQUAD 162 REPAIRS	100-52100-380	458.32
	Total MEINEKE COTTAGE GROVE #2474:				458.32
NAPA AUTO PARTS					
167	NAPA AUTO PARTS	690215	OIL FILTERS, AIR FILTERS, AND SHOP TOWELS	100-53300-340	100.86
167	NAPA AUTO PARTS	690215	OIL FILTERS, AIR FILTERS, AND SHOP TOWELS	600-60935-340	33.62
167	NAPA AUTO PARTS	690215	OIL FILTERS, AIR FILTERS, AND SHOP TOWELS	601-60834-340	33.62
	Total NAPA AUTO PARTS:				168.10
O'REILLY AUTO PARTS					
4458	O'REILLY AUTO PARTS	4331-332454	EQUIPMENT PARTS	100-53300-340	26.98
4458	O'REILLY AUTO PARTS	4331-332454	EQUIPMENT PARTS	600-60935-340	9.00

Vendor	Vendor Name	Invoice Number	Description	GL Account Number	Net Invoice Amount
4458	O'REILLY AUTO PARTS	4331-332454	EQUIPMENT PARTS	601-60834-340	9.00
	Total O'REILLY AUTO PARTS:				44.98
OVERHEAD DOOR COMPANY					
5711	OVERHEAD DOOR COMPANY	S98938	MSB GARAGE DOOR REPAIR	100-51700-340	214.20
5711	OVERHEAD DOOR COMPANY	S98938	MSB GARAGE DOOR REPAIR	600-60935-340	18.90
5711	OVERHEAD DOOR COMPANY	S98938	MSB GARAGE DOOR REPAIR	601-60834-340	18.90
	Total OVERHEAD DOOR COMPANY:				252.00
POSTMASTER					
111	POSTMASTER	111-040320A	POSTAGE - WATER & SEWER BILLS	600-60902-311	11.82
111	POSTMASTER	111-040320A	POSTAGE - WATER & SEWER BILLS	601-60840-311	11.83
111	POSTMASTER	111-043020	POSTAGE - WATER & SEWER BILLS	600-60902-311	16.68
111	POSTMASTER	111-043020	POSTAGE - WATER & SEWER BILLS	601-60840-311	16.67
	Total POSTMASTER:				57.00
POWERDMS INC					
6400	POWERDMS INC	34142	POWERDMS BASE, LICENSE, AND WILEAG ANNUA	100-52100-214	4,751.25
	Total POWERDMS INC:				4,751.25
REINDERS INC					
4447	REINDERS INC	2275804-00	GRASS SEED	100-53440-340	61.20
4447	REINDERS INC	2275804-00	GRASS SEED	600-60935-340	20.40
4447	REINDERS INC	2275804-00	GRASS SEED	601-60834-340	20.40
	Total REINDERS INC:				102.00
REVOLUTION CHEER & TUMBLING					
5939	REVOLUTION CHEER & TUMBLING	TAPRIL2020	APRIL CHEER AND TUMBLING	100-55310-344	3,650.00
	Total REVOLUTION CHEER & TUMBLING:				3,650.00
RJ THOMAS MFG CO INC					
6560	RJ THOMAS MFG CO INC	220083	PICNIC TABLES FOR BAKKEN PARK SHELTER	205-55201-820	8,997.00
	Total RJ THOMAS MFG CO INC:				8,997.00
SKEENS, KEIRA					
6564	SKEENS, KEIRA	6564-050520	REFUND REQUEST - CHEER PARADE AND TEAMS	100-46727-000	100.00
	Total SKEENS, KEIRA:				100.00
SOILS & ENGINEERING SERVICES					
6461	SOILS & ENGINEERING SERVICES	20688	COMMERCE PARK SOIL BORINGS	405-57500-800	13,350.00
	Total SOILS & ENGINEERING SERVICES:				13,350.00
SUPERIOR CHEMICAL CORP					
11	SUPERIOR CHEMICAL CORP	261320	CLEANING PRODUCTS	100-53300-340	89.22
11	SUPERIOR CHEMICAL CORP	261320	CLEANING PRODUCTS	600-60935-340	29.74
11	SUPERIOR CHEMICAL CORP	261320	CLEANING PRODUCTS	601-60834-340	29.74

Vendor	Vendor Name	Invoice Number	Description	GL Account Number	Net Invoice Amount
	Total SUPERIOR CHEMICAL CORP:				148.70
THE WASH GUARD LLC					
6547	THE WASH GUARD LLC	04222020	DISINFECTANT WIPES	100-51520-700	396.00
	Total THE WASH GUARD LLC:				396.00
TKK ELECTRONICS LLC					
6566	TKK ELECTRONICS LLC	140521	SUPPLIES FOR NEW SQUAD	410-57501-810	596.56
	Total TKK ELECTRONICS LLC:				596.56
TOTAL WATER TREATMENT SYSTEMS					
4987	TOTAL WATER TREATMENT SYSTEM	844192	BOTTLED WATER - JANUARY 2020 - VILLAGE HAL	100-51420-340	9.60
4987	TOTAL WATER TREATMENT SYSTEM	844192	BOTTLED WATER - JANUARY 2020 - VILLAGE HAL	600-60920-340	3.20
4987	TOTAL WATER TREATMENT SYSTEM	844192	BOTTLED WATER - JANUARY 2020 - VILLAGE HAL	601-60850-340	3.20
4987	TOTAL WATER TREATMENT SYSTEM	844192	BOTTLED WATER - JANUARY 2020 - POLICE DEPA	100-52100-340	87.20
4987	TOTAL WATER TREATMENT SYSTEM	858622	BOTTLED WATER - APRIL 2020 - VILLAGE HALL	100-51420-340	13.20
4987	TOTAL WATER TREATMENT SYSTEM	858622	BOTTLED WATER - APRIL 2020 - VILLAGE HALL	600-60920-340	4.40
4987	TOTAL WATER TREATMENT SYSTEM	858622	BOTTLED WATER - APRIL 2020 - VILLAGE HALL	601-60850-340	4.40
4987	TOTAL WATER TREATMENT SYSTEM	858622	BOTTLED WATER - APRIL 2020 - POLICE DEPARTM	100-52100-340	114.48
4987	TOTAL WATER TREATMENT SYSTEM	861535	OVERDUE INVOICE: 0844192 FINANCE CHARGE	100-52100-340	1.55
	TOTAL WATER TREATMENT SYSTEMS:				241.23
TREES ON WHEELS					
6557	TREES ON WHEELS	6557-050520	BAKKEN PARK TREES	202-56110-210	1,311.00
	Total TREES ON WHEELS:				1,311.00
US CELLULAR					
594	US CELLULAR	367550605	AMI AT WATER TOWER	600-60902-340	33.17
594	US CELLULAR	368462776	POLICE DEPT MODEM	100-52100-214	205.59
	Total US CELLULAR:				238.76
USELMAN PLUMBING LLC					
1953	USELMAN PLUMBING LLC	1507	PRV SUMP PUMP/PLUMBING REPAIR	600-60651-340	194.00
	Total USELMAN PLUMBING LLC:				194.00
WI DEPT OF SAFETY AND PROFESSIONAL SER					
6505	WI DEPT OF SAFETY AND PROFESSI	6505-050520	COMMERICAL ELECTRICAL INSPECTION CREDINT	100-52400-340	55.00
	Total WI DEPT OF SAFETY AND PROFESSIONAL SER:				55.00
WINDMILL SOFTBALL					
4159	WINDMILL SOFTBALL	2020-COTTAGE GR	TEAM REGISTRATIONS	100-55310-341	3,960.00
	Total WINDMILL SOFTBALL:				3,960.00
ZORN COMPRESSOR & EQUIPMENT INC					
6452	ZORN COMPRESSOR & EQUIPMENT	316281-00	MSB AIR COMPRESSOR DRYER REPLACEMENT	100-51700-340	2,160.95
6452	ZORN COMPRESSOR & EQUIPMENT	316281-00	MSB AIR COMPRESSOR DRYER REPLACEMENT	600-60935-340	190.67
6452	ZORN COMPRESSOR & EQUIPMENT	316281-00	MSB AIR COMPRESSOR DRYER REPLACEMENT	601-60834-340	190.67

Vendor	Vendor Name	Invoice Number	Description	GL Account Number	Net Invoice Amount
Total ZORN COMPRESSOR & EQUIPMENT INC:					2,542.29
Grand Totals:					376,279.41

Village -	$145,423.06
Water & Sewer-	$230,856.35
Total Invoices-	$ 376,279.41