

FLYNN HALL USAGE 2015-2018.PDF
FLYNN HALL AGREEMENT 2014-2019-SIGNED.PDF
DANE COUNTY EMERGENCY PLANNING GUIDANCE.PDF

7. 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](tel: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.

JOINT MEETING
TOWN OF COTTAGE GROVE BOARD OF SUPERVISORS
VILLAGE OF COTTAGE GROVE BOARD OF TRUSTEES
SEPTEMBER 27, 2018

D R A F T

1. Roll Call and Meeting Properly Posted:
 - A. Notice of the meeting was properly posted in the Town. Town Chair Kris Hampton and Supervisors Mike Fonger, Kristi Williams and Mike DuPlayee were present.
 - B. Notice of the meeting was properly posted in the Village. Village President Jack Henrich and Trustees Troy Allen, James Elmore, Melissa Ratcliff and John Williams were present.
 - C. Also present: Town Clerk Kim Banigan, Town Highway Superintendent Dan Dresen, Fire Chief Jude Wolf.
2. Call to order:
 - A. Hampton called the Town Board to order at 7:00 P.M.
 - B. Henrich called the Village Board to order at 7:00 P.M.
3. Public Concerns: Public's opportunity to speak to Board Members about any subject that is not a specific agenda item:
 - A. Mike McKenna, 3650 Graham Paige Road, asked if he is the only one concerned about contamination of groundwater and the Little Door Creek from the compost site at the quarry at 3355 County Road N. He thought the grade at the compost site is below the topsoil and would not provide the filtering capacity of "regular" land. He also complained of odors in the spring and fall. Hampton explained that the site is regulated by Dane County, and Banigan offered to provide a copy of the conditional use permit to anyone who asks for it.
 - B. Ann Maeder, 4583 Conestoga Trail, said she and others in her neighborhood are very interested in having a bicycle path to connect the American Heritage subdivision in the Town to the Village. She was not sure what route it could take but suggested either along County Highway BB or through Blackhawk airport. She felt there would be safety benefits and could bring business to the community. She is willing to help with the steps needed to make it happen.
4. Discuss/Consider approval of minutes of the April 30, 2018 meeting:
 - A. Village Trustee approval: **MOTION** by J. Williams/Ratcliff to approve the minutes as written. **MOTION CARRIED 5-0.**
 - B. Town Board approval: **MOTION** by K. Williams/DuPlayee to approve the minutes as written. **MOTION CARRIED 4-0.**
5. Discuss and Consider Parks and Recreation:
 - A. Potential future dog park at the former Natvig Landfill: The history of earlier discussions on this topic were included in meeting packets, including a petition opposing a dog park in this location from 2007. Several residents spoke, including:
 - Karen Lex, 3658 Graham Paige Road, thought a dog park would be a good idea but not in this location. She was concerned about the proximity to homes, traffic, barking dogs, the potential of it becoming a hangout for teens, and a possible negative effect on property values.
 - Ellen Buechler, 3662 Graham Paige Road, asked why this topic was placed on the agenda. Hampton said it was a request made at the Town's Annual Meeting.

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- Mike McKenna was worried that his dog would be barking at dogs in the park and does not feel the property is being properly cared for now.
- Peter Yundt, 3666 Graham Paige Road, said most area residents have dogs and they don't need others bringing dogs there. He is also concerned about cars parking on Natvig or in a parking lot.
- Casey Erlandson, 721 Cresthaven Drive, was also in favor of a dog park but not in this location. He said it should be away from homes, but would not need to be large, giving the example of a dog park in Monona that he thought is only an acre or two and does not have a parking lot.
- Danielle Williams, 301 Melissa Lane, was in support of the concept of a dog park and saw it as an opportunity for community members to meet. She wondered if trees or landscaping would make the site more appealing, otherwise she suggested a different site. Hampton said plantings cannot be made on the Natvig Landfill due to the cap there.
- Chris Buechler, 3662 Graham Paige Road, said that the same concerns were raised in 2007 by many of the same residents, and wondered why this is being re-hashed now.
- Carol Wettstein, 3625 Natvig Road, was concerned about adding traffic and a parking lot, as well as the safety of people and dogs and the potential for illegal activity.
- Dana King, 4566 American Way, suggested that the Town would be more likely to have a property large enough for dogs to run than the Village would, and suggested making a request to the County for more off leash areas in County parks that allow dogs.
- Brian Storms, 3652 Graham Paige Road, asked when this topic will come up again.

Board member discussion:

- Fonger wondered who would pay to operate the dog park.
- DuPlayee said the Natvig Landfill is too small, especially with neighbors in opposition.
- Elmore said the Village long range plan has a dog park penciled in between the Wisconsin Bank & Trust and the school. Currently the property is in private hands so the Village has no authority to implement the plans.

Village Board action: **MOTION** by J. Williams/Allen to NOT consider a future dog park on the Natvig Landfill site into perpetuity. **MOTION CARRIED 5-0.**

Town Board action: **MOTION** by Fonger/K. Williams to NOT consider a future dog park on the Natvig Landfill site into perpetuity. **MOTION CARRIED 4-0.**

- B. Potential cooperative improvements to Bakken Park: No board members knew why this item was on the agenda. Banigan said it had come in an email from the Village.

Village Board action: **MOTION** by Ratcliff/Elmore to table. **MOTION CARRIED 5-0.**

Town Board action: **MOTION** by DuPlayee/K. Williams to table. **MOTION CARRIED 4-0.**

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6. Discuss and Consider overage on cost to repave Emergency Services Building Parking Lot: Hampton reported that the repaving tonnage was considerably higher than the contractor's estimate. The contractor has admitted to a mistake in estimating, and offered to bill the overage at cost, amounting to \$16,990.35 over the estimated price. Fonger noted that two contractors submitted bids on the project, and the other bid was closer to the final result. Chief Wolf is also not happy with the striping of parking stalls, saying the stalls are much smaller than before.

Village Board action: **MOTION** by J. Williams/Allen to pay the original estimate amount, leave the overage up to the contractor. **MOTION CARRIED 5-0.**

Town Board action: **MOTION** by DuPlayee/K. Williams to pay the original estimate amount, leave the overage up to the contractor. **MOTION CARRIED 4-0.**
7. Discuss and Consider Economic Development and study from the Chamber on branding: Chamber Executive Director Paula Severson, President John Loeffler and Past President Mike Millage were present. Millage recounted that a year and a half ago the Chamber came to the Boards for their support in a branding study, which was the first one to be done in Wisconsin. A survey conducted by UW Extension showed an overall theme valuing quality of life. People in Cottage Grove like to spend time with family and friends, and eat in restaurants. Severson said a goal should be to prevent “leakage” from the community by providing destinations for people to do things with friends and families within the walls of Cottage Grove. She hopes the Town and Village Boards can cooperatively plan to bring diversification of businesses to meet this goal. Other suggestions included building on the Rugby club's draw to the community and better signage directing visitors to attractions already in the community (Bakken Park, the Golf Courses, for example). Consensus was to continue the topic on a future agenda.
8. Discuss and consider results of recent DNR inspection of the former Natvig Landfill: Hampton reported that as a result of the recent inspection, the DNR directed that a sign identifying the site as a former landfill must be put back up, missing locks must be replaced and faded labels must be re-painted. The sign has already been erected, all locks will be replaced with new brass ones, and all wells will be sanded, spray painted and have marine grade label stickers applied. Taking the fence down is not an option, however several trees along the fence have been marked for removal this Winter.
9. Discuss and Consider Emergency Government agreement: Fonger said that the ordinance has been in the hands of the Village Attorney for three months. Allen said the Attorney has actually had the ordinance since of June of 2017, and is reviewing a) the ordinances for compliance with state statutes, and b) the need for a mutual aid agreement between the Town and Village. Fonger thought the Emergency Government Committee serves the purpose of a mutual aid agreement, with its primary function of supporting the people on the ground and ensuring that the community has the resources needed in an emergency, but what is needed is the ordinance that can be adopted by both the Town and the Village. Hampton also did not see the need for a mutual aid agreement, but said there would be no harm in having one. Chief Wolf said the emergency services need everybody to work together in emergencies and emergency planning, and he applauded the boards for getting together. Ratcliff said that the Village Attorney does feel the ordinance meets statutory requirements, but is concerned about whether it conforms with what we do when there is an emergency. Discussion was that the ability to make decisions needs to be flexible because every emergency is different, and that NIMS allows for this. Paula Severson said it is unfortunate when jurisdictional issues hold up the process, and that in an actual emergency, directives will come from incident command. She would like to see the citizen capacity of the Emergency Operations

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Center increased, with citizens going through ICS training. No Board action was taken, but consensus was to keep working on the Village Attorney to finish up the ordinance.

10. Discuss and Consider sharing of public works equipment: Dresen said the two departments already work well together, and discussion was that there is no need to micro-manage this, but rather encourage staff to keep cooperation in mind, especially concerning items that both often find a need to lease or hire out for. Dresen noted that sometimes hiring out comes down to having an experienced operator for a piece of equipment.
11. Discuss 10 year boundary agreement: Fonger said that the Village already has four undeveloped areas that have been annexed from the Town, and suggested that that it does not have to accept new annexation petitions, especially when more homes lead to more schools and school district debt. He thought it would be good to have a cooperative plan to control growth in the community. Henrich said the Village has not been interested in boundary agreement because why would they want to be limited if they aren't required to, and what would the benefit to the Village be? Fonger said the benefit is to control growth. Hampton said he has met with City of Madison staff about a boundary agreement, and they would like to include the Village in these discussion. Henrich said the City has made no such contact with the Village, although other board members thought there may have been contact made with staff. When Hampton asked if the Village wants to have a conversation about a boundary agreement or not, Village Board consensus was that it would take a three way cooperation, including the City of Madison, for them to be interested.
12. Items for next agenda and meeting date: The next meeting will be on Thursday, January 31, 2019 at the Village Hall. Agenda to include Emergency Government Ordinance, community branding/signage, boundary agreement discussion only if the City of Madison is involved.

13. Adjournment:

Village Board: **MOTION** by Allen/J. Williams to adjourn. **MOTION CARRIED 5-0.**

Town Board action: **MOTION** by K. Williams/DuPlayee to adjourn. **MOTION CARRIED 4-0.**

The meeting ended at 8:52 P.M.

Submitted by: Kim Banigan, Town Clerk

VILLAGE OF COTTAGE GROVE
VILLAGE OF COTTAGE GROVE BOARD OF TRUSTEES
&
TOWN OF COTTAGE GROVE BOARD OF SUPERVISORS
Thursday, September 27, 2018

MINUTES

1. Call to Order, Roll Call

a. Town Board of Supervisors

Town Chair Kris Hampton called the meeting to order at 7:01 p.m. Town Supervisors present were: Mike DuPlayee, Mike Fonger, Kristi Williams and Town Chair Kris Hampton.

b. Cottage Grove Village Board of Trustees

Village President Jack Henrich called the meeting to order at 7:01 p.m. Village Trustees present were Troy Allen, James Elmore, Melissa Ratcliff, John Williams and Village President Jack Henrich.

2. Determine a quorum is present and meeting was properly posted and the Pledge of Allegiance.

It was determined that there was a quorum of members and that the agenda was properly posted.

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

Mike McKenna, 3650 Graham Paige Road, asked if he is the only one concerned about contamination of groundwater and the Little Door Creek from the compost site at the quarry at 3355 County Road N. He thought the grade at the compost site is below the topsoil and would not provide the filtering capacity of "regular" land. He also complained of odors in the spring and fall. Hampton explained that the site is regulated by Dane County, and Banigan offered to provide a copy of the conditional use permit to anyone who asks for it.

Ann Maeder, 4583 Conestoga Trail, said she and others in her neighborhood are very interested in having a bicycle path to connect the American Heritage subdivision in the Town to the Village. She was not sure what route it could take but suggested either along County Highway BB or through Blackhawk airport. She felt there would be safety benefits and could bring business to the community. She is willing to help with the steps needed to make it happen.

4. Discuss and consider the minutes of the Joint April 30, 2018 meeting.

a. Town Board of Supervisor

Motion by Williams, seconded by DuPlayee to approve the minutes of the Joint April 30, 2018 meeting. **Motion** carried with a voice vote of 4-0-0.

b. Cottage Grove Village Board of Trustees

Motion by Williams, seconded by Ratcliff to approve the minutes of the Joint April 30, 2018 meeting. **Motion** carried with a voice vote of 5-0-0.

5. Discuss and consider Parks and Recreation:

a. Potential future dog park at the former Natvig Landfill.

Hampton indicated that there was information in the packet of former discussion on the dog park. Ratcliff asked if there were any recent discussion at the Landfill meeting. Hampton indicated it was not on the agenda. Karen Lex, 3658 Graham Paige Road- live across from the landfill and think the dog park is a good idea, but the location is not. They have concerns with traffic, parking, fences, barking dogs and feel a different location is needed. Elaine Buechler, 3662 Graham Paige Road, asked why do we need a dog park at this location. Hampton indicated that a dog park was asked about at the Towns

Annual meeting. Mark McKenna is not in agreement for a dog park at this location. Pete Yundt at 3666 Graham Paige Rd is not in favor of the dog park. Casey Erlandson, 721 Cresthaven Drive, was in favor a dog park just not at this location. Daniel Williams, 301 Melissa Lane, does support the concept of a dog park and could be a benefit for both the Town and Village. Carol Wettstein, 3625 Natvig Road, is not in favor of the dog park location. Dana King, 4566 American Way, suggested that the Town would be more likely to have a property large enough for dogs to run than the Village would, and suggested making a request to the County for more off leash areas in County parks that allow dogs. Brian Storms, 3652 Graham Paige Road, asked when this topic will come up again. Ratcliff indicated that the Parks and Recreation would be the correct committee to be discussing this item in the future. Fonger is concerned with the cost to operate a dog park. **Motion** by Williams to not consider a dog park at Natvig Landfill in perpetuity, seconded by Allen. **Motion** carried with a voice vote of 5-0-0. **Motion** by Fonger to not consider a dog park at Natvig Landfill in perpetuity, seconded by Williams. **Motion** carried with a voice vote of 4-0-0.

b. Potential cooperative improvements to Bakken Park.

Motion by Ratcliff to table, seconded by Elmore. **Motion** carried with a voice vote of 5-0-0.

Motion by DuPlayee to table, seconded by Williams. **Motion** carried with a voice vote of 4-0-0.

6. Discuss and consider overage on cost to repave Emergency Services Building Parking Lot.

The paving at the Emergency Services Building had an overage of \$16,990. **Motion** by DuPlayee to pay the original bid amount and not the overage, seconded by Williams. **Motion** carried with the voice vote of 4-0-0. **Motion** by Williams to pay the original bid amount and not the overage, seconded by Allen. **Motion** carried with a voice vote of 5-0-0.

7. Discuss and consider Economic Development and study from the Chamber on branding.

Mike Millage, Paula Severson and John Loeffler from the Chamber were present to speak on the branding project. This was a project that UW Extension put together for the municipalities and the Chamber to help identify Cottage Grove. The boards agree that they are opportunities for growth and to make Cottage Grove a destination. They also discussed the need for signage for locations such as Bakken Park. This item along with signage will be on the next joint agenda.

8. Discuss and consider results of recent DNR inspection of the former Natvig Landfill.

Hampton reported that they need new locks, labels of the test well were reported by the DNR inspection. These items along with signage and fixed vents will be done at the landfill.

9. Discuss and consider Emergency Government agreement.

Fonger reported that they have working to update the agreement and to make sure the ordinances match the requirements of the State. Fonger indicated that the committee is there to support the Chiefs and the people on the ground. Allen indicated that he took it to Attorney Boushea and has been waiting to get information back from him. Ratcliff indicated that she spoke with Attorney Boushea and the ordinance does match the State Statute, but the agreement needs work.

10. Discuss and consider sharing the public works equipment.

Hampton indicated that the two departments work together and that they can work out any needs.

11. Discuss 10-year boundary agreement.

Fonger indicated that there was an agreement before and a new 10-year agreement would be good. Henrich indicated that there has not been interest in the Village for an agreement. Elmore indicated that this should be with the City of Madison as well. Hampton asked if the boards would like to have a conversation between the three municipalities so there could be separation between them and not end up like Monona.

12. Items for next agenda and meeting date.

The next meeting will be January 31, 2019 at 7:00 p.m. at Village Hall. The following items will be on the agenda, Emergency Government and Chamber of Commerce on branding.

13. Adjournment:

a. Town Board of Supervisors

Motion by Williams to adjourn the Town of Cottage Grove at 8:52 p.m., seconded by DuPlayee.

Motion carried with a voice vote of 4-0-0.

b. Cottage Grove Village Board of Trustees

Motion by Allen to adjourn the Village of Cottage Grove at 8:52 p.m., seconded by Williams.

Motion carried with a voice vote of 7-0-0.

Lisa Kalata, Village Clerk
Village of Cottage Grove
Approved: October 15, 2018

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.

**Flynn Hall Financials
2015-2018**

	2015	2016	2017	2018
Income				
*41670 - Flynn Hall Reimbursement	\$4,411.72	\$4,271.10	\$3,199.98	\$3,514.19
**41920 - Flynn Hall Rent	\$2,000.00	\$2,300.00	\$2,480.00	\$2,643.39
Total Income	\$6,411.72	\$6,571.10	\$5,679.98	\$6,157.58
Expense				
50750 - Flynn Hall Expenses	\$6,606.58	\$967.80	\$541.92	\$722.67
50760 - Flynn Hall Utilities	\$6,616.84	\$6,405.66	\$4,800.17	\$5,271.30
Total Expense	\$13,223.42	\$7,373.46	\$5,342.09	\$5,993.97
Net Income	-\$6,811.70	-\$802.36	\$337.89	\$163.61

*41670 – Flynn Hall Reimbursement is based on section 3. of the Lease and Cooperative Use Agreement Regarding Flynn Hall, which states that expenses for Flynn Hall Utilities will be split equally between the Town, the Village, and the Lions Club. The reimbursements from the Village and Lions Club are broken down below.

	2015	2016	2017	2018
Reimbursement from Village to Town	\$2,205.86	\$2,135.55	\$1,599.99	\$1,757.09
Reimbursement from Lions Club to Town	\$2,205.86	\$2,135.55	\$1,599.99	\$1,757.09

**41920 - Flynn Hall Rent fee for Town and Village residents is \$132.00, including sales tax.

Flynn Hall Usage

	2015	2016	2017	2018
Village Resident	10	10	15	15
Town Resident	7	8	4	7
Other	0	0	0	0
Total Rentals	17	18	19	22
4-H Club	13	16	13	13
American Legion	9	13	14	13
Boy Scouts	36	36	36	36
CG Library Book Babies	42	52	41	35
CGFD St Pats	0	0	1	1
Cub Scouts	54	39	52	51
Girl Scouts	23	22	24	27
Historical Society	12	13	13	12
Legion Auxilliary	2	2	2	1
Lioness Club	13	16	15	16
Lions Club	38	49	44	43
Lions Club Blood Drive	3	1	2	2
MG Schools Destination Imagination	5	0	0	0
Optimists Club	0	0	0	2
Village Recreation	18	0	4	0

LEASE AND COOPERATIVE USE AGREEMENT REGARDING FLYNN HALL

This Lease and Cooperative Use Agreement Regarding Flynn Hall ("Agreement") is entered into pursuant to Wis. Stats. §66.30(2) and is made by and between the Town of Cottage Grove ("Town"), the Village of Cottage Grove ("Village"), the Cottage Grove Lions Club ("Lions Club") and the Cottage Grove Area Historical Society ("Historical Society"), collectively the Parties to this Agreement, to be effective when it has been approved and executed by all Parties.

RECITALS

WHEREAS, the Town owns Flynn Hall, located on Reynolds Street in the Village of Cottage Grove, Dane County, Wisconsin;

WHEREAS, the Town, Village, Lion's Club, and Historical Society wish to cooperate to establish Flynn Hall as a facility that serves as a community center for use by the residents and various service organizations of the Town and Village;

WHEREAS, the Lions Club and Historical Society each wish to lease a portion of Flynn Hall from the Town and to cooperate with the Town and Village in establishing Flynn Hall as such a community center;

WHEREAS, the Town Board, Village Board, Directors of the Lions Club, and Historical Society have approved the terms and conditions set forth in this Agreement and have duly authorized their representatives to execute this Agreement;

WHEREAS, the Town Board, Village Board, Directors of the Lions Club, and Historical Society have established The Flynn Hall Preservation and Restoration, and Management Committee ("Committee") with two (2) representatives from each Party, to accomplish the various goals, functions and objectives contained herein;

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Premises.

- a. Flynn Hall.** The entire facility (that is, the land, main building and accessory buildings) shall be referred to herein as "Flynn Hall".
- b. Lions Area.** Subject to the terms and conditions in this Agreement, the Town hereby leases to

the Lions Club and the Lions Club hereby leases from the Town, the following premises:

The meeting room in the lower level of Flynn Hall which is depicted on the map attached hereto as Exhibit A and incorporated herein by reference. Said premises shall be referred to herein as the "Lions Area".

- c. Historical Society Area.** Subject to the terms and conditions in this Agreement, the Town hereby leases to the Historical Society and the Historical Society hereby leases from the Town, the following premises:

The meeting room in the lower level of Flynn Hall which is depicted on the map attached hereto as Exhibit A and incorporated herein by reference, Said premises shall be referred to herein as the "Historical Society's Area".

- d. Hall Area.** Subject to the terms and conditions in this Agreement, the area on the upper floor consisting of the assembly area, kitchen, storage area, and rest rooms shall be referred to herein as the "Hall Area".

2. Use of Flynn Hall.

- a. Use of Lions Area.** The Lions shall have the exclusive use of lower level meeting area known as the Lions Area as outlined on the attached Exhibit A.
- b. Use of Historical Society's Area.** The Historical Society shall have the exclusive use of the lower level meeting area known as the Historical Society's Area as outlined on the attached Exhibit A.
- c. Use of Hall Area by Town, Village, Lions and Historical Society.** The Town, Village, Lions, and Historical Society shall have priority over other organizations for scheduling meetings and events in the Hall Area, as set forth herein:
- i.** The Lions shall have the exclusive right to use the Hall Area for their regular monthly meeting. The Lions hereby advise both the Town and the Village that the regular monthly meeting shall be held on the 1st, 3rd and 4th Wednesdays of each month starting at 5:00 P.M. on those days. The Lions may change their regular monthly meeting date by giving written notice to the Town and Village at least thirty (30) days in advance of the changed meeting date, and after confirming that the Hall Area has not already been reserved for the changed meeting date. Such notice shall serve as an amendment to this Agreement with regard to the regular meeting date.
 - ii.** In addition to the priority given to the Lions for the Lions' regular monthly meeting, all Parties shall have priority for use of the Hall Area on a first-come, first-served basis.

- d. **Use of Hall Area by Other Residents and Organizations.** Except where the Hall Area has already been reserved by one of the Parties to this Agreement, and in accordance with the terms and conditions of this Agreement, other Town and Village residents or service organizations (collectively known as "user(s)") may reserve and use the Hall Area or designated portions thereof. The Town, Village, Lions and Historical Society agree to work with one another, and with other residents and organizations, in good faith to accommodate one another's scheduling needs.
- e. **Reservation of Hall Area.** To reserve the Hall Area, a "user" shall contact the Town Clerk at the Town Hall located at 4058 Highway N. Cottage Grove. All users wishing to reserve the Hall Area shall be required to submit and comply with the requirements specified on the Application for Use of Flynn Hall ("Application"), including prepayment of a user fee or deposit, if required, except that the Town, Village, Lions and Historical Society shall not be required to file an Application or pay any fee or deposit. A sample Application is attached hereto as Exhibit B and incorporated by reference.
- f. **Term Of Lease And Cooperative Use Agreement.** Unless and until terminated as provided herein, the term of the Agreement shall extend through December 31, 2019. At least six months prior to the end of the term, the Parties agree to consider their intentions, and to notify the other Parties of their intentions to renew this Agreement for one additional five-year term, from January 1, 2020 through December 31, 2024, under the same terms and conditions. Renewal of this Agreement for the additional five-year term may only take effect upon unanimous consent of an Parties and upon execution of a written extension of this Agreement.

3. **Rent And Operating Costs For Flynn Hall.**

- a. **Lions.** In consideration of the exclusive use of the Lions Area, priority use of the Hall Area and other privileges described herein, the Lions agree to contribute one- third of the operating costs of Flynn Hall and to provide other services, including the repairs and improvements, identified herein.
- b. **Town.** In consideration of priority use of the Hall Area and to establish a community center, the Town agrees to contribute one-third of the operating costs of Flynn Hall and to provide other services identified herein.
- c. **Village,** In consideration of priority use of the Hall Area and to establish a community center, the Village agrees to contribute one-third of the operating costs of Flynn Hall and to provide

other services identified herein.

- d. Historical Society. In consideration of the exclusive use of the Historical society Area, priority use of the Hall Area and other privileges contained herein, the Historical Society agrees to contribute One Dollar (\$1.00) per year.
- e. **Operating Costs, Maintenance Costs and Budget.** Operating costs shall include the cost for heat, electricity, water, insurance, regular maintenance and janitorial services.

The Town, Village and Lions shall designate representatives who shall prepare and approve a budget on an annual basis. The budget for the next calendar year shall be estimated on or before September 1 so that each Party may consider the budgeted amount when completing its own budget for the coming year. Copies of the budget shall be provided to the Treasurer of the Town, the Village and the Lions Club, or other authorized representative.

Failure to select a representative and/or to approve such a budget shall not relieve the Parties from responsibility for payment of each Party's share of operating costs for heat, electricity, water, insurance, regular maintenance and janitorial services. In the event that a budget has not been established on or before September 1, the Town Treasurer shall estimate the quarterly payments needed and request payment from each of the Parties.

Notwithstanding the foregoing, and during the term of this Agreement, the total operating costs shall not exceed \$7,500.00 except where expressly agreed by and among the Town, Village and Lions Club in writing.

- f. **Payment of Operating Costs.** Payment for operating costs shall be made to the Town of Cottage Grove on a quarterly basis in advance, with budgeted payments made on January 1, April 1, July 1 and September 1. On or about the end of each calendar year, the Town Treasurer shall reconcile the budgeted payments with the actual costs and shall either reimburse the Parties or request additional payments for the Parties. All payments to the Town of Cottage Grove shall be made within thirty (30) days of the Town Treasurer's request.

4. Possession and Maintenance.

The Lions and Historical Society are taking possession of the Lions Area and Historical Society Area, and using the Hall Area in "as is" condition. The Town has not made any representation, statement, or warranty, express or implied, as to the condition of Flynn Hall or its suitability for a particular purpose.

All Parties to this Agreement shall keep Flynn Hall free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by any Party in completing

any repairs and improvements. At the expiration of this Agreement, or upon the earlier termination thereof, the Lions, Historical Society, and Village agree to quit and surrender Flynn Hall in as good condition and repair as it was at the beginning of the term, reasonable wear and tear and authorized improvements excepted.

No alterations to the interior or exterior of Flynn Hall will be made without approval by the Town and recommendation of the Committee. All repairs and improvements shall remain at Flynn Hall at the termination of this Agreement, and title to any such improvements shall, immediately upon completion, transfer to the Town of Cottage Grove.

5. Hazard Insurance.

The Town agrees to and shall cause Flynn Hall to be insured against loss by fire and other hazards as indicated in the Town's extended coverage endorsement. The Town's coverage does not include any personal property of the Village, Lions or Historical Society that may be stored at Flynn Hall. The Village, the Lions, and the Historical Society and any other users of Flynn Hall (collectively "users" for this paragraph), at their expense, shall maintain insurance covering the full insurable interest of said users, which insurance shall specifically be made payable to the users in the event of loss.

6. Indemnity and Insurance.

The Town agrees to carry at its expense public liability insurance of at least One Million Dollars (\$1,000,000.00) for damages incurred by any one person and One Million Dollars (\$1,000,000.00) for damages incurred in anyone accident for bodily injuries, and One Million Dollars (\$1,000,000.00) property damage incurred by one person or in one accident respectively.

Except to the extent that any such loss is covered by insurance carried by the Town, the Town shall not be liable to any user of Flynn Hall for any personal injury or property damage to the user's officers, agents, members, invitees or frequenters, of any part of Flynn Hall or the sidewalks adjacent thereto, irrespective of how such injury or damage may be caused whether from action of the elements or acts or omissions constituting negligence of the Town or any other person or acts or omissions which would otherwise make the Town strictly liable. All users of Flynn Hall hereby agree to indemnify the Town against and to hold the Town harmless from any and all claims or demands for such personal injury or property damage.

7. Requirements for All Users of Flynn Hall.

The Parties to this Agreement, and each of the others who use Flynn Hall, or any part thereof, agree to take all reasonable precautions to assure that her/his/its use of Flynn Hall, or any

part thereof, is safe and in accordance with applicable law. Each Party and user (collectively for this paragraph, "users") expressly covenants and agrees to meet the requirements contained herein, which are a condition of use. Users shall have the exclusive responsibility for complying with the following requirements during the time of and to the extent of their use of Flynn Hall:

- a. Users shall not use Flynn Hall, or any part thereof, in any manner that will increase risks covered by the insurance and/or result in an increase in the rate of insurance or a cancellation of any such insurance policy covering Flynn Hall, or any part thereof.
- b. Users shall not keep, use, or sell anything prohibited by any policy of fire insurance covering Flynn Hall, or any part thereof, and shall comply with all requirements of the insurers applicable to Flynn Hall, or any part thereof, necessary to keep in force the fire and liability insurance.
- c. Users shall not allow Flynn Hall to be used for any unlawful purpose.
- d. Users shall at all times fully comply with and obey each and every applicable rule, regulation, law, ordinance, statute and order of any governmental unit, body and court lawfully exercising authority over Flynn Hall, or any part thereof, its operation and use.

Any other use restrictions or limitations, other than those contained herein or existing at the time of execution of this Agreement, must be mutually agreed upon by all Parties to this Agreement.

8. General Provisions.

- a. **Captions.** The paragraph captions in this Agreement are for convenience only and shall not, in any way, limit or be deemed to construe or interpret the terms and provisions hereof.
- b. **Assignment.** This Agreement shall not be assigned, without written approval of all Parties hereto.
- c. **Severability.** If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall be construed to give effect as nearly as possible to the intent of the Parties.
- d. **Notices.** All notices that may be or are required to be given by either Party to the other shall be in writing and shall be personally delivered or sent by U.S. mail, properly posted and addressed, as follows:

If to the Town:	Town Chairperson Town of Cottage Grove 4058 CTH N Cottage Grove, WI 53527
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If to the Village: Village President
Village of Cottage Grove
221 E. Cottage Grove Rd.
Cottage Grove, WI 53527

If to the Lions: President
Cottage Grove Lions Club
P.O. Box 139
Cottage Grove, WI 53527

If to the Historical Society: President
Cottage Grove Historical Society
P.O. Box 46
Cottage Grove WI 53527

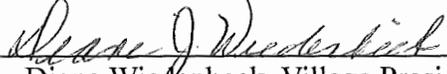
- e. **Counterparts.** This Agreement may be executed in counterparts to have the same effect as if executed in a single document.
- f. **Facsimiles.** Faxed signatures shall have the same effect as original signatures.
- g. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- h. **Waiver.** No waiver of any default shall extend to or affect any subsequent default or otherwise impair or limit any Party's available rights and/or remedies with respect to subsequent defaults.
- i. **Amendment.** To be effective, any amendments to this Agreement must be in writing. Oral amendments shall not be binding on or among the Parties.
- j. **Binding Agreement.** This Agreement constitutes the entire agreement, and supersedes any and all prior agreements among the Parties with respect to the subject matter herein, and shall be binding on the Parties and their successors and assigns.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by all Parties.

Village of Cottage Grove

Dated: 11/7/14

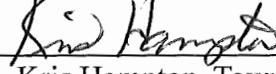
By: 
Diane Wiedenbeck, Village President

Dated: 11/7/14

Attest: 
Deb Winter, Village Clerk/Treasurer

Town of Cottage Grove

Dated: 10/22/14

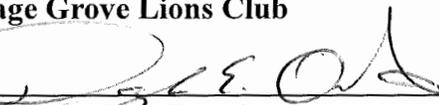
By: 
Kris Hampton, Town Chair

Dated: 10/22/14

Attest: 
Kim Banigan, Town Clerk

Cottage Grove Lions Club

Dated: 11/3/14

By: 
Lions Club President

Dated: 11/3/14

By: 

Cottage Grove Historical Society

Dated: 10/23/14

By: 
Historical Society President

Dated: 10/23/14

By: 



GENERAL Emergency Planning Guidance

Emergency planning efforts are essential for the safety of an organization's employees, customers, and operations. They produce guidance for an organization's members by defining leadership roles and assignments, decision making processes, and communication structures. Effective emergency response plans (ERPs) can help an organization manage expectations (before and during an emergency) and clarify responsibilities making response more efficient and increasing people's safety.

DCEM has developed this document to help organizations prepare for emergencies. A well written ERP must also be complemented by trained staff and appropriate resources. Emergency preparedness requires a commitment of time and resources from organizational leadership.

Developing an ERP:

- *WHO in the organization should develop the ERP ?* – Organization personnel who have a firm understanding of the organization's operations and a position that allows them the flexibility and autonomy to interact with all divisions within the organization.
- *WHAT should be in an ERP ?* – Guidance for an organization's leadership and members intended to facilitate decision making in a timely basis, support safety measures, and quickly organize emergency communication and coordination processes. (See attached *ERP Development Checklist*).
- *WHERE should an ERP apply ?* – All processes where the organization has responsibilities for member and customer safety should be addressed in the ERP. This include operations on-site and off-site (e.g. delivery personnel).
- *WHEN should an ERP be used ?* – Immediately following the discovery of a potential emergency or onset of an actual emergency.
- *WHY develop an ERP ?* – ERPs should be designed to guide organizations through emergencies to ensure the safety of an employees, customers, and operations.
- *HOW should it be developed ?* – The same way organizational policy is developed; utilizing input from appropriate levels / divisions of an organization and developing a written document summarizing the purpose, process, and desired outcome. It should have the approval of senior management and promulgated throughout the organization through regular training and testing.

Purposeful Consideration

Development –

There are many ERP templates available on-line. While potentially useful, often they are quickly completed and reviewed with little focus or attention. Generally unsubstantiated expectations of a three ring binder develop over time. Involving the right staff in an organized, planned ERP-development-process is critical to producing a realistic ERP applicable to an organization's specific operations.

User Application –

How an ERP is organized greatly affects a user's ability to apply and implement the procedures in the ERP. The attached *ERP Development Checklist* is designed to demonstrate both plan organization and suggested content.

Policy –

An ERP should be considered official policy of the organization and approved as such. This includes defining the intent and functionality of the ERP, referencing the ERP development process, and clarifying who is responsible for training on and maintaining the ERP.

Emergency Functions –

There are four general functions organizations need to perform well to respond to an emergency:

1. Identification / learning when hazards exist.
2. Notifying persons of the emergency and when to act.
3. Maintaining clear and consistent communications with its members and outside organizations.
4. Expediting decision making and management processes.

Many situations will require additional guidance beyond the four functions listed above. These situations should be listed in a manner that makes sense for users.

All Hazards –

ERPs should be written to address all conditions the organization will face including natural (e.g. severe weather), human caused (e.g. bomb threat), and technological (e.g. cyber) during both normal and off-hour emergencies. While there is no obvious limit to the hazards that could impact an organization, prioritizing the development of hazard-specific sections of the ERP should be based on a combination of the risk posed to the organization's personnel and operations and the frequency / prevalence of the hazard.

ERP Development Checklist

I. Purpose / Function –

- Clearly define when, where, and how the plan is expected to be used.
- Document how plan was developed (e.g. by safety committee, human resources department, ???)
- Reinforce the authority of the plan by documenting who approved of and is responsible for promulgating the plan.

II. Notification –

Pre-Event:

- List all sources of information the organization will monitor /subscribe (e.g. broadcast media web pages, local emergency text alerts, weather radio, etc.) to maintain situational awareness.

Post-Event:

- List all means the organization has to provide notification (e.g. email lists, text / cell phone numbers, phone numbers, automated calling software, public address / speakerphone systems, etc.).
- List (types of) hazards / events employees will be notified for (e.g. active shooter, severe weather, violation of restraining orders, etc.)
- Identify who is responsible for providing emergency notification.
- Identify thresholds for providing emergency notification to employees / customers / off-site employees of hazards.
- Identify procedures for providing emergency notification to employees / customers / off-site employees of hazards.
- Identify procedures for providing after-hours emergency notification to management / employees.

III. Communication Procedures

- Describe and list the means the organization will use to support emergency communications:
 - Conference calls.
 - Radios (frequency / channel #s).
 - Phone numbers (cell, home, work).
- Identify an individual / team / position that is responsible for supporting and maintaining communications processes.

- Identify individuals / positions responsible for establishing and maintaining contact with agencies outside the organization (e.g. fire/ems, calling 9-1-1, local emergency management, etc.).

IV. Management / Decision Making Structure –

- List all persons responsible for making decisions for the organization in emergency situations. This can include individuals, positions, or management groups (e.g. department heads).
- List an order of succession for the organization's decision makers.
- Describe process for coordinating accurate, current, and relevant information across the organization.
- Identify a (scalable) emergency management structure that will:
 - Support the collection and analysis of information.
 - Make decisions specific to the organization taking into account current and future conditions / needs.
 - Provide direction to employees and customers.

V. Situation Specific Guidance –

There are many organization- or location-based situations that require specific action. This section should document hazard-specific procedures. There is no limit to the types of hazards that can be included in this section. Suggested hazards to be addressed include:

- Severe weather procedures.
- Sheltering-in-place (e.g. for both haz-mat releases and severe weather)..
- Active shooter.
- Cyber disruption.
- Physical threat (e.g. bomb, armed person on premises).
- Violation (potential) of Temporary Restraining Orders.

This checklist is only guidance meant to assist any local organization develop an agency-specific emergency response plan. All emergency response plans should be vetted and approved by the local organization's leadership.

Please contact Dane County's Department of Emergency Management (608 / 266-4330) if you have any questions.