

COTTAGE GROVE FIRE DISTRICT COMMISSION MEETING
Monday, April 24, 2023, 6:30 PM
Cottage Grove Town Hall, 4058 County Road N, Cottage Grove WI 53527

You may also join the meeting from your computer, tablet or smartphone at <https://www.gotomeet.me/Towncg/joint-fire-committee>

You can also dial in using your phone. United States: +1 (872) 240-3212
Access Code: 433-882-293

1. Call To Order
2. Determination Of Quorum And That The Agenda Was Properly Posted
3. PUBLIC APPEARANCES-Public's Opportunity To Speak About Any Subject That Is Not A Specific Agenda Item
4. Discuss And Consider The Minutes From The March 23, 2023 Meeting.

Documents:

[2023-03-23 JT FIRE AGENDA DRAFT MINUTES.PDF](#)

5. Discuss And Consider Repair Of Roof.

Documents:

[REPAIRS SCOPE OF WORK.PDF](#)

6. Chief's Report

Documents:

[CHIEFS REPORT 4-23.PDF](#)

7. Future Agenda Items.
8. Next Meeting Date.
9. Adjournment

ALL AGENDA ITEMS ARE SUBJECT TO ACTION

Notice: Persons needing special accommodations should call 839-5021 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.

COTTAGE GROVE FIRE DISTRICT COMMITTEE MEETING
Thursday, March 23, 2023, 6:30 PM
Cottage Grove Town Hall, 4058 County Road N, Cottage Grove WI 53527

DRAFT Minutes

- 1) Call to Order: **Chair David Peterson called the meeting to order at 6:32 P.M.**
- 2) Determination of Quorum and That the Agenda Was Properly Posted: **Committee members Kris Hampton, Steve Anders, David Peterson, Vince Wittig, and Chris Stoa were present, along with Chief Nick Archibald and Assistant Chiefs April Hammond-Archibald and Jess Robinson. The agenda was property posted both the Town and Village. DGEMS Chief Eric Lang was present virtually.**
- 3) PUBLIC APPEARANCES-Public's Opportunity to Speak About Any Subject That Is Not a Specific Agenda Item: **None**
- 4) Discuss and Consider the Minutes from the January 27,2023 meeting: **Motion by Stoa/Anders to approve the minutes as printed. Motion carried 5-0.**
- 5) Chief's Report: **Attached as Exhibit A. One crew response to a structure fire in Monona, and an engine and command car responded to a fire in McFarland last night.**
- 6) Discuss and Consider Purchasing New Air Compressor For Emergency Services Building: **Five quotes were reviewed. The Chief asked to add an auto drain for \$125.00. Motion by Anders/Wittig to approve purchasing a new air compressor and auto not to exceed \$3,500 to purchase an air compressor and auto drain, from Grainger, using the Town's discount. Motion carried 5-0.**
- 7) Discuss and Consider Consolidated Joint Fire Agreement: **Motion by Hampton/Stoa to approve the agreement and forward it to the municipal boards at their next meetings. Motion carried 5-0.**
- 8) Next meeting date: **Monday, April 24.**
- 9) Future Agenda Items: **Nothing discussed.**
- 10) Closed Session: This Closed Session Is to Negotiating Position Regarding Pleasant Spring Contract: The Cottage Grove Fire District Committee will enter into Closed Session 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: **Motion by Hampton/Wittig to enter into closed session for the reason stated above. Motion carried 5-0 by roll call vote.**
- 11) Reconvene into Open Session and Possible Consideration of Closed Session Items: **Motion by Hampton/Anders to reconvene to open session. Motion carried 5-0 by roll call vote.**
- 12) Adjournment: **Motion by Anders/Stoa to adjourn. Motion carried 5-0. The meeting ended at 7:30 PM.**

Minutes typed by Town Clerk-Treasurer Kim Banigan based on notes taken by Kris Hampton and the video recording



Germantown Office:
 W194 N11055 Kleinmann Drive
 Germantown WI 53022
 262-253-9550 * 800-871-5151
 Fax: 262-253-3664

Appleton Office:
 1605 Drum Corps Drive
 Menasha WI 54952
 920-996-9550 * 800-871-5151
 Fax: 920-968-1843

Madison Office:
 4740 McFarland Court
 McFarland WI 53558
 608-838-9900 * 800-871-5151
 Fax: 608-838-9381

Proposal No. _____ Sheet No. _____ Date April 20, 2023

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Proposal Submitted To

Work To Be Performed At

Name Village/Town of Cottage Grove
 Street 4030 County HWY N
 City, State Cottage Grove, WI 53527
 Telephone _____

Street 4030 County HWY N
 City, State Cottage Grove, WI 53527
 Date of Plans _____
 Architect _____

- _____ Set up required safety equipment at site needed to comply with OSHA construction guidelines (i.e. approved barricades, safety lines, rubbish chutes, etc.).
- _____ Great Lakes Roofing Corporation's written HAZZ/COMM Program and SDS sheets will be on job site at all times.
- _____ Clean up project work area and dispose of our debris safely.

SCOPE OF WORK: CREW TO INVESTIGATE AND REPAIR ALL OPEN AND OBVIOUS VOIDS SURROUNDING ACTIVE LEAK AREA USING APPROVED METHODS AND MATERIALS.

- * Rooftop needed equipment and materials to repair roofing system.
- * Pull back gravel to expose roof system.
- * Push back gravel to cover roof.
- * Clean up project area and dispose of our debris safely.

INVESTMENT: Work to be performed on a Time & Material Basis

Work estimated at: \$1,200 - \$1,800

Submitted by: Matthew Wurth

ACCEPTANCE

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.
 Any alteration or deviation from the above specifications involving extra costs and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work.

Owner/Customer: _____
 By: _____
 Title: _____
 Date: _____

Great Lakes Roofing Corporation reserves the right to withdraw this scope of work

A finance charge of 1.5% (18% annual) will be charged on all accounts past 10 days

Visit us online at: www.greatlakesroofing.net

Thank you for choosing Great Lakes Roofing Corporation (contractor) for your roofing needs. We appreciate the confidence you have placed in us!

Terms and Conditions

- Delivery date, when given, shall be deemed approximate and performance shall be subject to delays caused by weather, fires, acts of God and/or other reasons not under the control of the contractor including the availability of materials. The customer agrees to obtain all necessary permits required for the described work.
- Most flat roofs pond water. The contractor cannot and will not, under any circumstances, guarantee that your roof will not pond water.
- Customer acknowledges that it is often difficult or impossible to determine the extent of repairs before work begins. Owner agrees that if additional or different scope of work is required to complete the project, owner shall pay for the additional and/or different work on a time and materials basis.
- Any installation of plumbing, electrical, flooring, decorating or any other construction work that is requested and not specifically set forth herein will be billed & performed on a time & material basis. In the event hidden or unknown contingencies arise, all additional work will be performed and billed on a time & material basis. This includes any items the presence of which cannot be determined until roof work commences.
- Any/all stated "R values" are per insulation manufacturers' specifications
- We (contractor) agree that we will perform this contract in conformity with customary industry practices. The customer agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full.
- Payments are to be made as follows:
 - Due Upon Completion
- In order for any warranty to be effective, Owner must pay all sums owed to contractor under the agreement, including any work performed outside of scope. Upon completion of the project and payment in full, contractor shall provide owner with a copy of the warranty. **EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS OR IN THE WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CONTRACTOR.**
- Indemnification: Customer/Owner shall indemnify, defend and hold harmless contractor, its officers, employees, agents, directors, and representatives, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of customer's gross negligence or intentional misconduct of customer's officers, employees, agents, directors, and/or representatives.
- Contractor's liability on any claim of any kind for any loss, damage, injury, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work. **WITHOUT LIMITING THE GENERAL APPLICABILITY OF THE FOREGOING, CONTRACTOR SHALL IN NO EVENT HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REPUTATION OR LOSS OF GOODWILL, EVEN IF CONTRACTOR HAS BEEN ADVISED IN ADVANCE OF THE SAME.**
- Contractor's liability on any claim of any kind for any loss, damage, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work.
- **AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON**

OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

- **AS REQUIRED BY THE ILLINOIS MECHANICS LIEN ACT, THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING LABOR, SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY, FORMS OR FORM WORK BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.**
- Delays in payment shall be subject to interest rates of 18% per annum but in no event higher than the interest rate allowed by law. If the contractor is required to engage in the service of a collection agency or attorney, the customer agrees to reimburse contractor for any amounts expended in order to collect the unpaid balance, including without limitation, actual attorney fees and costs.
- Any unresolved controversy or claim arising from this contract shall be settled by arbitration, through the WI Better Business Bureau or any other arbitration the contractor chooses. This agreement sets forth the entire agreement between the parties.
- To the extent a party must pursue remedies in court for claims that are not covered by the agreement to arbitrate, the parties hereby waive their right to seek a jury. The parties also consent to personal jurisdiction and venue in the circuit court in Washington County, WI
- This agreement sets forth the entire agreement between the parties. Any and all prior agreements, warranties or verbal representations made are superseded by this agreement.
- This agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin, regardless of conflicts of law provisions.
- Failure of contractor to enforce any of these terms or conditions or to exercise any right accruing through the default of owner/customer shall not affect contractor's rights in case such default continues or in case of any subsequent default of owner/customer, and such failure shall not constitute a waiver of other or future defaults by owner/customer.
- Owner/customer agrees to the terms as stated above and acknowledges receipt of a copy.



The Cottage Grove Volunteer Fire Department Inc.
4030 Highway N • Cottage Grove, WI 53527



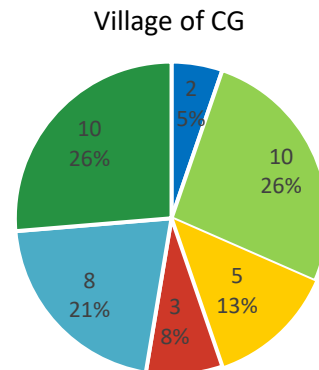
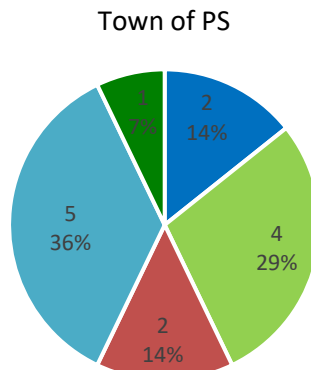
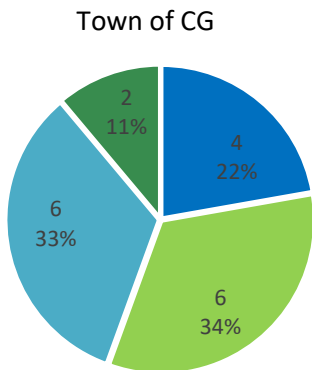
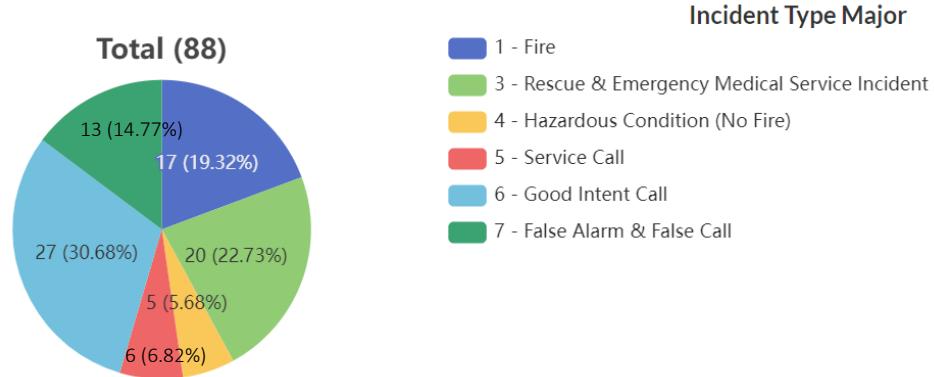
Chiefs Report

Staff Info

Total Staff: 45
 Officers: 10
 Driver Operators: 2
 Firefighters: 28
 Probationary: 5

88 Calls for service as of 4/20/2023. This is an average of .80 calls per day. If this pace were to continue the estimated number of calls at the end of the year would be 292.

38 Village of CG
 18 Town of CG
 14 Town of PS
 18 Mutual Aid



Apparatus Info: Tender 2 light replacement is mostly complete. Vehicle mounted mobile radios will be installed on May 1st.

Equipment Info: All portable radios have arrived and been put into the trucks. There are now enough radios for every seat in the trucks. Members will all have their own radios on the fireground. Firecatt is coming 4/25 and 4/26 to test all fire hose.



Emergency
911

The Cottage Grove Volunteer Fire Department Inc.

4030 Highway N • Cottage Grove, WI 53527



Business
(608) 839-4343

Training Information: Training for March was wildland fire training. The DNR came and provided a training on wildland fire behavior. April training will be a controlled wildland burn and makeup topics. We have several students in aerial operator class now. They will begin the practical portion of the class in early May.

Staff Milestones:

Dawson Covoloskie (4/2022): 1 Year

Ryan Greendeer (4/2021): 2 Years

Mattea Grumke (4/2022): 1 Year

Rob Kuckuk (4/2021): 2 Years

Erik Severson (4/1996): 27 Years

Pete Strommen (4/2021): 2 Years

Gavin Wendricks (4/2022): 1 Year

Other News: Two members completed Wisconsin Professional Honor Guard Training. We lost one member since our last meeting due to family and time commitments, but we added one new member. We received a Smokey the Bear costume and wildland PPE through the WI DNR grant.