

MEMORANDUM OF UNDERSTANDING
BETWEEN

THE VILLAGE OF COTTAGE GROVE
AND
THE COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT, INC.

FOR THE SHARED USE OF A PORTION OF THE
PARKS AND RECREATION STORAGE BUILDING

This MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF COTTAGE GROVE and COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. FOR THE SHARED USE OF A PORTION OF THE PARKS AND RECREATION STORAGE BUILDING (PARK/REC MOU) is entered into with an effective date of Sept. 12, 2012, by and between the VILLAGE OF COTTAGE GROVE (VILLAGE) and the COTTAGE GROVE VOLUNTEER FIRE DEPARTMENT INC. (CGVFD).

WHEREAS, on June 18, 2012, the VILLAGE BOARD accepted the June 13, 2012, recommendation of the VILLAGE PLAN COMMISSION for the VILLAGE PARKS AND RECREATION site plan for the Parks and Recreation Storage Building (STORAGE BUILDING); and

WHEREAS, the VILLAGE BOARD determined ULTIMATE CONSTRUCTION INC. OF COTTAGE GROVE was the lowest responsible bidder and was awarded the contract for the construction of the STORAGE BUILDING; and

WHEREAS, during the planning and review process, VILLAGE PARKS and RECREATION DIRECTOR Jacob Tisue was contacted about the possibility of adding additional space to the STORAGE BUILDING for use as CGVFD storage; and

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND OBLIGATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The VILLAGE has agreed to allow the CGVFD to utilize a portion of the STORAGE BUILDING subject to the following:
 - a. CGVFD shall separately contract with ULTIMATE CONSTRUCTION and shall be responsible for all costs associated with the additional two hundred and eighty (280) sq. ft. of space (CGVFD SPACE) to be added to the STORAGE BUILDING.
 - b. CGVFD will not allow any construction liens involving the CGVFD SPACE to be filed against the STORAGE BUILDING.
 - c. CGVFD shall only use the CGVFD SPACE for items utilized in conjunction with the COTTAGE GROVE FIREMAN'S FESTIVAL.
 - d. CGVFD shall be responsible for erecting walls/barriers to designate the limits of and the security for the CGVFD SPACE.

- e. CGVFD shall be responsible for any insurance for the contents to be stored in the CGVFD SPACE.
- f. CGVFD shall hold the VILLAGE harmless for any matter arising from the CGVFD SPACE.
- g. CGVFD shall abide by any rules for ingress, egress into the STORAGE FACILITY established by the VILLAGE.
- h. The rental for the CGVFD SPACE shall be \$1.00 per year.

2. MISCELLANEOUS

- a. Severability. In the event any provision of this PARK/REC MOU shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions.
- b. Amendments, Changes and Modifications. Except as otherwise provided herein, this PARK/REC MOU may not be effectively amended, changed, modified, altered or terminated by any party except by written amendment approved and executed by all the parties.
- c. Counterparts. This PARK/REC MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- d. Wisconsin Law. This PARK/REC MOU shall be deemed to have been made in the State of Wisconsin and its validity, construction, performance, breach and operation shall be governed by the laws of the State of Wisconsin.

COTTAGE GROVE VOLUNTEER
FIRE DEPARTMENT

Date: 9-11-12


By: 
Jason Helgeland

Date: 9-11-12


By: 
Ben Conklin

VILLAGE OF COTTAGE GROVE

Date: 9/12/12

By: 
Village President Diane Wiedenbeck

Date: 9/12/12

By: 
Village Parks and Recreation Director Jacob Tisue