

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JANUARY 06, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, along with Clerk Kim Banigan, Treasurer Debra Abel, Highway Superintendent Dan Dresen, Deputy Jennifer Grafton and Fire Chief Nick Archibald.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the December 16, 2019 meeting with one correction to the vote on the motion in item II. B. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33539-33577 from Monona Bank as presented **MOTION CARRIED 5-0.**
 2. **MOTION** by Anders/DuPlayee to approve payment of December per diems as presented. **MOTION CARRIED 5-0.**
- E. Public Concerns: Richard Wood, 1965 W. Ridge Road, had heard rumors about plans to rebuild the Uphoff Road bridge, and wondered what the timeline was. Hampton said construction won't take place until 2022.
- F. Road Right of Way Permits: None.

II. BUSINESS:

- A. Discuss/Consider suggestions from contract deputies:
 1. Additional speed limit signs: Deputy Grafton recommended the following additional signs:
 - Two signs, one in each direction, about half-way through the 35-mph speed zone on Vilas Hope Road. She said motorists are seeing the 45mph sign ahead and speeding up in anticipation. Along with this there was discussion about checking with the State to see if the .3 mile between CTH BB and the 35-mph zone could also be reduced to clear up confusion and make enforcement easier. The Clerk will look into it.
 - One more sign in the westbound lane of the 35-mph zone on Gaston Road. Deputy Grafton said there is currently only one sign at the start of the speed zone, and she thinks one more would help with enforcement.
 - Two signs on Sandpiper in the southbound lane. She pointed out that there are signs on Raven Way and Meadowlark but nothing on Sandpiper in that direction.**MOTION** by Hampton/DuPlayee to direct the Highway Superintendent to install 5 signs as recommended by Deputy Grafton. **MOTION CARRIED 5-0.**
 2. Lighted stop signs: Deputy French had put in a request for a lighted stop sign at the intersection of Femrite Drive and County Hwy AB. It was noted that any signs on County Hwy AB would be the responsibility of the County. Dresen said lighted stop signs cost about \$1,800 each. Consensus was to talk to the County about possibly putting lighted stop signs at this intersection.
 3. Parking citations: Deputy Grafton said most of DCSO's contract municipalities are doing some kind of tear-off parking citation that includes an envelope to mail the fine

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back in. The fines would come directly to the Town rather than going through the TRAX system. A sample citation from Mazomanie was provided, and Windsor was mentioned as another place they are used. Discussion was that ordinance revisions may be needed to support the citations, and consensus was to ask Mazomanie and Windsor where they get their forms.

- B. Discuss/Consider revising TCG §11.02 Outdoor and Open Burning as recommended by the Fire Chief: The major change was that permit holders would no longer need to provide 48 hours of notice to the fire department before burning. Instead, they would call or go online the day of the intended burning to make sure no burning restrictions are in place. The proposed annual permit application would have several checkboxes for permit applicants to agree to the conditions of the ordinance. One language clarification was proposed to what was presented. **MOTION** by Fonger/Anders to schedule a public hearing for 7pm on January 20th, and put the revisions on the January 20th Town Board agenda for adoption. **MOTION CARRIED 5-0.**
- C. Discuss/Consider approval of a parade or race permit for Katie Seely, applicant for Ragnar Events, LLC – Relay race on May 16, 2020 of up to 450 runners between 7:30 A.M. - 4:30 PM, route to include County Highway BB, Vilas Road, Clark Street, Glacial Drumlin Trail crossings: An email from the EMS Chief indicated race organizers have already been in contact to arrange EMS Coverage, and another email from the Fire Chief indicated he had no concerns. An email from Deputy French suggested race organizers contact DCSO for help with road crossings. The applicant requested that the Town print and mail the required notices to affected property owners. The Clerk estimated direct costs to do this would be \$42.47. **MOTION** by Williams/DuPlayee to approve the permit and add the cost of producing and mailing the notices to the fee. **MOTION CARRIED 5-0.** **MOTION** by Hampton/DuPlayee to recommend that race organizers contact the DCSO for assistance at road crossings. **MOTION CARRIED 5-0.**
- D. Discuss/Consider Request for Proposals for Town legal services: Hampton reported that Atty. Susan Allen has left Stafford Rosenbaum, and that she advised that Stafford Rosenbaum probably did not have the capacity to continue to provide legal services to the Town. She had provided a list of four legal firms to send RFPs to. A few revisions were suggested for the RFP. **MOTION** by Hampton/Williams to approve the RFP as revised, and send to the four firms suggested by Atty. Allen, as well as to Stafford Rosenbaum. Proposals will be due at 12:00 noon on January 31st, and the Board will review them at their February 3rd meeting. **MOTION CARRIED 5-0.**
- E. Discuss/Consider how to use rebate gift cards received by the Town: A vendor has been sending purchase rebates to the Town in the form of Cabela's gift cards. Advice from the WTA attorney was that while public officials cannot receive them, they could be issued to employees in a raffle or as a bonus. If given as a donation, the town is limited to spending public resources for public purposes, so they could be given to any local organization that provides a public benefit to the citizens of the Town. Ideas included using as incentives or performance review rewards for non-public official employees, or donating to the Boy Scouts in thanks for their work in maintaining the community welcome signs and Town memorial garden. **MOTION** by Hampton/Anders to donate the Cabela's gift cards to the Boy Scouts in thanks for their work in maintaining the community welcome signs and Town memorial garden. **MOTION CARRIED 5-0.**

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- F. Discuss/Consider attendees for Dane County Emergency Management round table discussions on January 30, 2020: Fonger will attend, and suggested that Emergency Government Committee member Otto Kraus should also go if possible. **MOTION** by Hampton/Williams to approve Fonger and Kraus to attend and receive per diem payments. **MOTION CARRIED 5-0.**
- III. CLERK'S OFFICE UPDATE: The Clerk plans to attend a Census Complete Count training hosted by the Village of Windsor on January 9th and asked if anyone else wants to go. Hampton said he will go. The Clerk reported that the new phone system is scheduled to be installed tomorrow.
- IV. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Crews have been trimming trees and today they started picking up Christmas Trees. The new patrol truck is at Burke Truck for the box build-out. Alliant put new LEDs in all the street lights. Richard Wood asked about a pile of logs on W. Ridge Road. Dresen said they usually leave it there for residents to pick up. Mr. Wood said he has taken all he wants.
- V. BOARD REPORTS AND COMMUNICATIONS: Hampton said he received notice today of a DCTA membership meeting on January 15th. While it was too late to put on tonight's agenda, it will need to be posted if a quorum intends to attend. Anders, Hampton and DuPlayee all plan to go, so the Clerk will post it. He saw on the Village Board's agenda that they are talking about dates for a joint meeting with the Town Board.
- VI. COMMITTEE REPORTS: None.
- VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:04 P.M.

Kim Banigan, Clerk
Approved 01-20-2020

TOWN OF COTTAGE GROVE
PUBLIC HEARING AND TOWN BOARD MEETING
JANUARY 20, 2020

PUBLIC HEARING FOR REVISIONS TO TCG §11.02 OUTDOOR AND OPEN BURNING

- I. Notice of the public hearing was posted at the Town Hall and on the Town's internet site. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, along with Clerk Kim Banigan, Treasurer Debra Abel, Highway Superintendent Dan Dresen, and Fire Chief Nick Archibald. Others present are listed on the sign-in sheet available in the Clerk's office.
- II. Hampton called the meeting to order at 7:00 P.M. and asked if there were any comments or questions from the public, there were none.
- III. **MOTION** by DuPlayee/Williams to close the public hearing. **MOTION CARRIED 5-0.**

TOWN BOARD MEETING

- I. ADMINISTRATIVE
 - A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Attendance was as stated above for the public hearing.
 - B. Hampton called the meeting to order at 7:01 P.M.
 - C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the January 6, 2020 meeting as printed. **MOTION CARRIED 5-0.**
 - D. Finance Report and Approval of Bills:
 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33578-33615 from Monona Bank as presented **MOTION CARRIED 5-0.**
 2. **MOTION** by Anders/Fonger to approve payment of \$1,124.00 to General Engineering Company for December building permits. **MOTION CARRIED 5-0.**
 3. The Treasurer asked that January per diem reports be submitted by January 31st. She stated that the December tax settlement with the county is complete, and all of the school districts have been paid. The auditors will be here on February 7th to conduct the field portion of the 2019 audit.
 - E. Public Concerns: None.
 - F. Road Right of Way Permits: None.
- II. BUSINESS:
 - A. Review December police activities: There were 215 calls for service and 149 citations issued in December. Dresen reported that all of the additional signs approved at the last meeting were installed the next day.
 - B. Update from Dane County Towns Association Board President Jerry Derr on Association Business, WTA, TAC, and DCTA:
 - Mr. Derr described efforts by the Town Advocacy Council (TAC) and its legislative steering committee to influence the legislative agenda to benefit towns through public listening sessions and funding to support lobbying efforts. WTA currently has two contract lobbyists and one staff attorney who is rapidly becoming a lobbyist. He said 80% of the lobbyist's efforts are defensive, protecting rights of Towns.
 - Land use issues being addressed include reforms to island and balloon-on-a-string annexations.

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JANUARY 20, 2020

- The \$75 million Multimodal Local Supplement program included in the 2019-21 budget has received over \$1 billion in applications, \$28.7 million from Towns alone. The huge response underscores the need for funding of local road maintenance and improvements.
 - The Dane County Towns Association has been meeting with the Dane County Cities and Villages Association and holding a series of joint workshops. Fire service costs are up exponentially in Dane County.
 - Hampton asked if WTA, TAC or DCTA is working on anything to protect Town borders from annexation. Mr. Derr said several years ago there were efforts toward Charter Town legislation but the cities and villages lobbied against it. Hampton also mentioned action in Pennsylvania 40 years ago that froze boundaries, and wondered if any reviews of that are available. Mr. Derr said the topic is worth re-visiting.
- C. Discuss/Consider adoption of Ordinance 2020-01-20 Revising TCG §11.02 Outdoor and Open Burning: The Clerk said she has had good feedback from residents she has described the proposed revisions to. Williams thanked Chief Archibald for bringing the revisions forward. **MOTION** by Williams/DuPlayee to adopt Ordinance 2020-01-20 Revising TCG §11.02 Outdoor and Open Burning as presented. **MOTION CARRIED 5-0.**
- D. Discuss/Consider refunding special charges for 2020 collection of trash and recyclables for:
1. Parcels 0711-313-9550-2, 0711-313-8651-2, 0711-313-8050-9 annexed to the Village of McFarland: **MOTION** by DuPlayee/Williams to refund 2019 special charges for 2020 trash and recycling services, less three weeks' worth, for the three residential parcels annexed into the Village of McFarland. **MOTION CARRIED 5-0.**
 2. Parcel 0711-213-7144-0 at 2563 Bass Road: The Clerk said that while the building permit for this new home was issued in the spring of 2019, it is not complete and the owners do not expect to live there for several months. **MOTION** by Williams/DuPlayee to refund the entire amount of 2019 special charges for 2020 trash and recycling collection for 0711-213-7144-0. **MOTION CARRIED 5-0.**
- E. Discuss/Consider adoption of Budget Resolution 2019-01 amending the 2019 Budget of the Town of Cottage Grove: The amendment would account for board and committee action throughout 2019 to utilize unassigned and restricted funds to finance various projects and improvements. The Treasurer pointed out that while the Board authorized use of unassigned funds for expenses related to setting up an office at the Town Hall for the new Court Clerk, there was room in the 2019 budget for some of those expenses. **MOTION** by Fonger/DuPlayee to adopt Budget Resolution 2019-01 but reduce the amount from unassigned funds for judicial expenses to \$1,897.02. **MOTION CARRIED 5-0.**
- F. Discuss/Consider approval in Charter/Spectrum internet service for the Town Hall: An email chain shared by the Clerk showed that when the Town signed a contract with TDS last summer, it was expected that service would be available by now. With an additional computer in the office and additional security apps needed to satisfy Election Commission security requirements, the 3Mbps service from Frontier is inadequate. The proposal from Charter offered two options: 1) 200/10 Mbps internet with \$99 installation fee or 2) 400/20 Mbps internet with no installation. Both options include 1 phone line and no contract. **MOTION** by Williams/Anders to approve Option 1 at \$64.98/month + \$99 installation fee. **MOTION CARRIED 5-0.**

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- G. Discuss/Consider quote for installing 2 electrical receptacles in Town Hall lobby for early voting with ExpressVotes: The Clerk said that while the ExpressVotes do have batteries, they only last part way through the day. **MOTION** by Anders/DuPlayee to approve the quote from Electrical Solutions to add receptacles to the lobby area for \$362.00. **MOTION CARRIED 5-0.**
- H. Discuss/Consider approval of School Choice Proclamation: **MOTION** by Williams/DuPlayee to table. **MOTION CARRIED 5-0.**
- I. Discuss/Consider delegating supervision of town employees as per s. 60.37(1), Wis. Stat.: **MOTION** by Williams/DuPlayee to delegate supervision of town employees as per s. 60.37(1), Wis. Stat. to the Town Board Chair. **MOTION CARRIED 5-0.**
- III. CLERK'S OFFICE UPDATE: The Clerk reported that the new phone system is up and running and the new ExpressVote is here. Preparations are in the works for the February 18th Spring Primary.
- IV. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported that they finished picking up Christmas trees last Friday, and have been busy plowing snow. The oldest truck broke both rear leaf springs today.
- V. BOARD REPORTS AND COMMUNICATIONS: Hampton asked if Board members would be willing to have a discussion prior to ordering salt for the 2020-21 season about using more sand/salt mix to cut down on salt use and expense. Consensus was that the discussion could be had soon, no need to wait for next year.
- VI. COMMITTEE REPORTS: Williams reported that the Deer-Grove EMS Commission's review of the Chief went well. The Chief provided a report of 2019 runs that showed falls are the number one reason for calls, followed by unconscious/fainting.
- VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:17 P.M.

Kim Banigan, Clerk
Approved 02-03-2020

TOWN OF COTTAGE GROVE

4058 County Road N
Cottage Grove, WI 53527

BUDGET RESOLUTION 2019-01

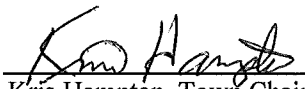
A resolution amending the 2019 budget of the Town of Cottage Grove, Wisconsin, adopted by a two-thirds majority vote of the entire membership of the TOWN BOARD.

BE IT RESOLVED by the TOWN BOARD of the Town of Cottage Grove that the following adjustments be made to the 2019 Town budget:

| Revenue | | | Expense | | | Explanation |
|-------------------------|------------------------------|--------------|-------------------------|--------------------------|--------------|--|
| 42320 | Promissory Note Proceeds | (286,000.00) | 52700 | Debt Service - Principal | (286,000.00) | Short Term Note Recorded On Balance Sheet |
| 41100 | Highway Maintenance Chrgs | 3,273.00 | 51760 | Gravel Expense | 300.00 | Larry Skaar Culvert Expense (Gravel) |
| | | | 51910 | Culvert Expense | 673.00 | Larry Skaar Culvert Expense |
| | | | 52000 | Highway Maint. Contracts | 2,300.00 | Village Binder and Surface Repairs (Wolf Paving) |
| 42260 | Development Funds | 7,723.40 | 50110 | Plan Commission Per Diem | 50.00 | Kennedy Hills Development Fund Reimbursement |
| | | | 50250 | Town Board Legal Expense | 4,473.00 | " " |
| | | | 51770 | Contractor Expense | 3,200.40 | " " |
| 41940 | Insurance Recoveries | 5,409.00 | 50770 | Emergency Bldg. Maint. | 1,942.00 | Overhead Door Repair |
| | | | 51770 | Contractor Expense | 3,467.00 | Guardrail Repair On Hope Road |
| 42010 | Sale of Highway Equip & Prop | (25,000.00) | 52550 | Highway Equipment Outlay | (25,000.00) | Trade-in Value of 2012 New Holland Tractor |
| 43000 | Hydrite Chemicals Funds | 1,204.00 | 50140 | Emergency Gov't Expense | 1,204.00 | Hydrite Funds Used For Workstation and Powerpole |
| 43060 | Unassigned General Fund | 1,897.02 | 50230 | Judicial Expenses | 1,897.02 | Computer and Office Supplies For Court Clerk |
| 43010 | Welcome Sign Funds | 993.50 | 50250 | Town Board Legal Expense | 993.50 | Legal Expenses For Easement Review Of Signs |
| 43010 | Welcome Sign Funds | 354.30 | 51770 | Contractor Expense | 354.30 | Easement Descriptions and Maps For Welcome Sign |
| 43070 | ESB Property Repair Fund | 4,445.00 | 50770 | Emergency Bldg. Maint. | 4,445.00 | LED High Bay Fixtures |
| 43060 | Unassigned General Fund | 28,245.62 | 51770 | Contractor Expense | 28,245.62 | Repaving Burve Road |
| | | | 52000 | Highway Maint. Contracts | (636,200.00) | North Star Road Capital Expenses |
| | | | 52570 | Local Highway Outlay | 636,200.00 | North Star Road Capital Expenses |
| 43070 | ESB Property Repair Fund | 1,858.75 | 50330 | Office Equipment Maint. | 1,858.75 | Phone System Installation |
| 43060 | Unassigned General Fund | 1,858.75 | 50770 | Emergency Bldg. Maint. | 1,858.75 | Phone System Installation |
| 43060 | Unassigned General Fund | 2,161.94 | 50720 | Town Hall Equipment | 2,161.94 | Install Hardware |
| 43060 | Unassigned General Fund | 1,391.00 | 50710 | Town Hall Maintenance | 1,391.00 | Install Generator Panel |
| Total Change In Revenue | | (250,184.72) | Total Change In Expense | | (250,184.72) | |
| | | | Net Change | | 0.00 | |

This resolution was duly considered and adopted by the Cottage Grove Town Board pursuant to a vote of 5 for and 0 against and 0 abstentions on this 20th day of Jan, 2020.

TOWN OF COTTAGE GROVE


Kris Hampton, Town Chair

ATTEST:


Kim Banigan, Town Clerk

AFFIDAVIT OF POSTING OF
TOWN OF COTTAGE GROVE RESOLUTION


STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, Kim Banigan, Cottage Grove Town Clerk, being first duly sworn, on oath, state as follows:

On January 21, 2020 the following was duly posted on the Town of Cottage Grove's internet site and on the Cottage Grove Town Hall Bulletin board, all in accordance with TCG 25.01(4) and Wis. Stats., §60.80.

**TOWN BOARD RESOLUTION 2020-01-20
REVISING TCG §11.02 OUTDOOR AND OPEN BURNING**

BUDGET RESOLUTION 2019-01



Kim Banigan, Town Clerk

Subscribed to and sworn before me
this 20th day of Jan, 2020



Signature of Town Chair person

or

(print name)
Notary Public, State of Wisconsin
My Commission expires: _____

ORDINANCE OF THE TOWN OF COTTAGE GROVE, WISCONSIN
Adopted pursuant to Sec. 25.01 of the Town of Cottage Grove Code

Title: Ordinance 2020-01-20 Revising TCG §11.02 Outdoor and Open Burning

| | |
|---|----------------------------------|
| Code Section(s) created, amended, or repealed | <u>11.02</u> |
| Presented to Board by | <u>Fire Chief Nick Archibald</u> |
| Committee Review by | <u>None</u> |
| Date(s) Public Hearing(s) held (if required) | <u>January 20, 2020</u> |
| Date adopted | <u>January 20, 2020</u> |
| Vote | <u>5-0</u> |
| Date of posting of adoption of ordinance | <u>January 21, 2020</u> |
| Date of publication of adoption of ordinance | <u>Not Necessary</u> |

The Town Board of the Town of Cottage Grove does ordain as follows:

TCG §11.02 Outdoor and Open Burning is hereby amended to read as follows:

11.02 OUTDOOR AND OPEN BURNING

(1) PURPOSE

This ordinance is intended to promote and safeguard the public health, safety and welfare of the citizens of the Town of Cottage Grove due to the air pollution and fire hazards of outdoor and open burning.

(2) DEFINITIONS

(a) "Air curtain destructor" means a solid waste disposal operation that combines a fixed wall open pit and a mechanical air supply, which uses an excess of oxygen and turbulence to accomplish the smokeless combustion of clean wood wastes and similar combustible materials.

(b) "Fire Pit" means an area cleared down to bare dirt and hollowed out at least six inches deep.

(c) "Fire Ring" means a barrier to keep the fire from escaping from a fire pit, such as stones, a tire rim, or commercially available fire ring at least 11 inches deep.

(d) "Campfire" means a small outdoor fire in a fire pit or surrounded by a fire ring, intended for recreation or cooking.

(e) "Outdoor Furnace" means a furnace, stove or boiler that is not located within a building intended for habitation by humans or domestic animals.

(f) "Fire Chief" means the Chief of the Cottage Grove Volunteer Fire Department.

(g) "Open burning" means combustion in which the by-products thereof are emitted directly into the ambient air, without passing through a stack or chimney, including the combustion occurring at a properly operated air curtain destructor. Open burning does not include the combustion which occurs in any enclosed or covered unit designed to prevent the escape of any burning materials.

(3) GENERAL PROHIBITION ON OPEN BURNING, OUTDOOR BURNING AND REFUSE BURNING.

Open burning, outdoor burning and refuse burning are prohibited in the Town limits unless the

burning is specifically permitted by this ordinance.

(4) PROHIBITED OUTDOOR AND OPEN BURNING

(a) Open burning of any wet combustible rubbish, garbage, oily substances, asphalt, rubber or plastic products, or other materials prohibited by Wis. Admin. Code §§ NR 429.04 or 502.11.

(b) Burning of explosive or dangerous material without a permit issued by either the Wisconsin Department of Natural Resources (WDNR), or the ~~Department of Industry, Labor and Human Relations (DILHR)~~ Wisconsin Department of Safety and Professional Services (WDSPS).

(c) Open burning in an air curtain destructor without first obtaining a permit from the WDNR and having received written approval from the town board.

(d) Open burning of any material whatsoever by businesses, excluding agricultural or silvicultural facilities, except where a wood burning site license under Wis. Admin. Code NR § 502.11(f), has been approved by the WDNR.

(e) Open burning of any material whatsoever by agricultural or silvicultural facilities, except for stumps, trees, limbs, brush and weeds, as described in Wis. Admin. Code NR § 502.11(2)(a).

(5) REGULATED OPEN BURNING

The following open burning activities are allowed, provided that the open burning is conducted by an individual with a valid Open Burning Permit and in compliance with all conditions set forth in the Open Burning Permit and in (6) through (8) below:

(a) Open burning of trees, stumps, brush, dry leaves, plant clippings, weeds, and other dry combustible materials generated on the property, including that from clearing and maintenance of rights of way

(b) Any non-enclosed or non-covered cooking fires or campfires.

(c) Open burning, or fires set for practice and instruction of fire fighters, or testing of firefighting equipment.

(6) OPEN BURNING PERMITS

(a) DEFINITIONS

1. "Open Burning Permit" means a yearly permit for daytime burning of materials permitted under section (5). ~~Once issued, this permit requires residents to register each open burn via telephone or online two days prior to burning; the permit holder is required to call the fire department burn line or visit the fire department's web site to check for any burning restrictions prior to burning on the day of the burn.~~

2. "Campfire Permit" means a yearly permit for recreational or cooking fires in a fire pit or surrounded by a fire ring.

(b) Open Burning Permits shall be required for all regulated open burning conducted within the limits of the Town, as described in (5).

(c) Open Burning Permits shall be issued by the Town Chair or his/her designee.

(d) Open Burning Permits shall not be required for any activity described in (5)(c), when these activities are conducted by the Cottage Grove Fire Department.

(e) Open Burning Permits shall only be issued to a person an adult with a vested interest in the land described on the permit.

(f) Open Burning Permits may be denied to any person found to be in violation of any provision of this ordinance for a period of up to one year from the date of the violation.

(g) Open Burning Permits shall detail all conditions that apply to the activity being permitted, and a copy of the permit shall be available at the burning site. A current copy of the burning permits is attached as Appendix 11-A with the same force and effect as if it were fully reprinted herein.

(7) STANDARD OPEN BURNING PERMIT CONDITIONS

The following conditions shall apply to any Open Burning Permit issued by the Town:

(a) A responsible adult with the physical and mental capacity to conduct any burning for which the Open Burning Permit is issued shall be in attendance at any fire until it is totally extinguished.

(b) All open burning shall be conducted in a safe manner, when wind and weather conditions are such that they do not create any fire hazards to adjacent properties and the open burning can be safely controlled. Open burning may be restricted due to weather conditions at the discretion of the Fire Chief.

(c) Except for campfires, or when specifically noted on the permit as a special condition, no open burning shall be conducted between sunset and sunrise.

(d) Campfires shall be extinguished by 10:00 P.M. on Sunday thru Thursday and 11:00 P.M. on Friday or Saturday, or shall be extinguished immediately upon the request of a neighbor due to smoke causing a nuisance on the neighboring property.

(e) No open burning shall be conducted within 20 feet from any structure, hay stack, or fuel storage location, or upon any surface within a right-of-way, public or private (except when burning is performed by Town or County staff in connection with clearing of the right-of-way).

(f) Adequate firebreaks shall be provided, and arrangements shall be made to notify the fire department in case of an emergency (i.e.: having a phone available to DIAL 911).

(g) The open burning shall not be in violation of any federal air control rules, or any state air pollution control rules that are required by applicable federal laws or regulations.

(8) OUTDOOR FURNACES

Subject to the other provisions of this ordinance and the terms of any permit issued under this ordinance, an outdoor furnace may be used in the Town only in accordance with the following provisions:

(a) The outdoor furnace shall not be used to burn any of the prohibited materials listed in section (4) of this ordinance.

(b) The outdoor furnace shall be located at least 250 feet from the nearest building which is not on the same property as the outdoor furnace unless written approval of the burning location is obtained from the owner of the nearest building that is not on the same property. A copy of the approval shall be provided to the Town Board prior to commencing burning.

(c) The outdoor furnace shall have a chimney that extends at least 15 feet above the ground surface or higher. The Town Board may approve a lesser height on a case-by-case basis if necessary to comply with manufacturer recommendations and if the smoke from the lower chimney height does not create a nuisance for neighbors.

(d) Outdoor furnace installations completed prior to January 8, 2010 will be considered grandfathered in for the purposes of (b) and (c) above.

(9) RIGHT OF ENTRY AND INSPECTION

(a) The Fire Chief or any authorized officer, agent, employee or representative of the Town who presents credentials may inspect any property for the purpose of ascertaining compliance with the provisions of this ordinance. Note: If the owner or occupant of the premises denies access to the property for this purpose, a special inspection warrant may be obtained in accordance with §§ 66.122 and 66.123 Wis. Stats. In the event of a fire emergency, the Fire Chief and members of the Fire Department may access property to extinguish uncontrolled fire in order to protect the safety of persons and property.

(10) PENALTY FOR VIOLATION

(a) In addition to, and separate from, the possible liability referred to in (b) and (c), violations of this ordinance shall be punishable as Class D forfeitures, TCG § 25.04.

(b) Any violation of this ordinance shall result in the permit being revoked, and the fire being extinguished.

(c) The permit holder, or responsible party where a permit was not obtained, will be liable for any and all costs incurred by the Town in responding to and extinguishing any outdoor or open burning which is in violation of this ordinance, and any other liability resulting from damage caused by the fire.

(11) EFFECTIVE DATE

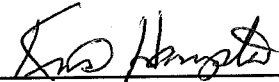
(a) Original ordinance adopted May 21, 2001

(b) Amended January 4, 2010 and January 6, 2014.

(c) This section shall take effect upon passage and posting and/or publication (if required).

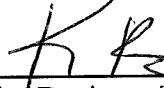
Adopted this 20th day of January, 2020, by a vote of 5 for, 0 against, with 0 abstentions.

TOWN OF COTTAGE GROVE



Kris Hampton, Town Chair

ATTEST:)



Kim Banigan, Town Clerk

AFFIDAVIT OF POSTING OF
TOWN OF COTTAGE GROVE RESOLUTION

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, Kim Banigan, Cottage Grove Town Clerk, being first duly sworn, on oath, state as follows:

On January 21, 2020 the following was duly posted on the Town of Cottage Grove's internet site and on the Cottage Grove Town Hall Bulletin board, all in accordance with TCG 25.01(4) and Wis. Stats., §60.80.

**TOWN BOARD RESOLUTION 2020-01-20
REVISING TCG §11.02 OUTDOOR AND OPEN BURNING**

BUDGET RESOLUTION 2019-01



Kim Banigan, Town Clerk

Subscribed to and sworn before me
this 20th day of Jan, 2020



Signature of Town Chair person

or

(print name)
Notary Public, State of Wisconsin
My Commission expires: _____

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
FEBRUARY 03, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, and Mike DuPlayee were present, along with Clerk Kim Banigan, Treasurer Debra Abel and Highway Superintendent Dan Dresen. Others present are listed on the sign-in sheet available in the Clerk's office.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by DuPlayee/Anders to approve the minutes from the January 20, 2020 meeting as printed. **MOTION CARRIED 4-0.**
- D. Finance Report and Approval of Bills:
 - 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33616-33646, and voiding of check #33614 (re-issued as #33616) from Monona Bank as presented **MOTION CARRIED 4-0.**
 - 2. **MOTION** by Anders/DuPlayee to approve January per diem payments as presented. **MOTION CARRIED 4-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: **MOTION** by Anders/Fonger to permit Wisconsin Power & Light Co/Intercon Construction to install new gas service at 2547 Bass Road. **MOTION CARRIED 4-0.**

II. BUSINESS:

- A. Plan Commission Recommendations:
- B. C&L Investment Partnership, applicant, Larry Skaar, Landowner –rezone of 11.69 acres of parcel 0711-303-9742-0 from AT-35 to UTR to hold for future commercial development: **MOTION** by Anders/DuPlayee to accept the Plan Commission's recommendation to approve the rezone of 11.69 acres of parcel 0711-303-9742-0 from AT-35 to UTR to hold for future commercial development. **MOTION CARRIED 4-0.**
- C. Discuss/Consider property owner's plans for repair or removal of the house at 2983 County Road BB to be executed by May 30, 2020. Mr. Cutrano had submitted his written intent to finish cleaning up the yard by May 30, 2020 and to address the issues listed in the Town's Notice of Violation dated October 11, 2019 by May 30, 2020. Mr. Cutrano was present at the meeting and re-iterated his written intents, stating that he has opted to repair rather than remove the house. He is working with a friend/contractor but does not have estimates yet. **MOTION** by Fonger/Anders to table for an update at the May 4, 2020 Town Board meeting. **MOTION CARRIED 4-0.** Hampton asked Mr. Cutrano to forward the estimate to the Clerk when he received it.
- D. Discuss/Consider Proposals for Town Legal Services: Proposals were received from William Cole of Axley Brynson, LLP and Matthew Fleming at Murphy Desmond Lawyers, S.C. **MOTION** by Anders/DuPlayee to schedule half hour interviews with each of the two firms starting at 6:00 P.M. on February 17th. **MOTION CARRIED 4-0.**
- E. Discuss/Consider approval of logo for Town trucks: A design by Mad City Signs was reviewed. **MOTION** by Hampton/Anders to ask Mad City Signs for alternative designs for the next meeting, with Town being more prominent and Highway Department rather than Public Works. **MOTION CARRIED 4-0.**

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
FEBRUARY 03, 2020

- F. Discuss topics for 2019 Annual Report and Newsletter: The Clerk had provided a list of topics typical from prior years, with a few new topics for this year including Census 2020. She questioned whether the detailed 2020 budget vs. actual report is necessary, consensus was to just print the summary with reference to the detailed report being available on the web site. There were no other suggested topics.
- G. Discuss agenda items for 2019 Annual Meeting: Hampton suggested discussing Town Board per diem payments, which have not been changed since 2000 (new rates went into effect in 2002). Other suggestions were to ask Capt. Tetzlaff and Crime Analyst Michael Walnoha of the Dane County Sheriff's Office to give updates, and an update on bridge replacements and repairs.
- H. Discuss/Consider approval of adding caller id service to the Town Hall main telephone number: The Clerk said it had come up in a conversation with the new Court Clerk that it would be advantageous to have caller ID on the main Town Hall phone number. The cost would be \$14.50/month. **MOTION** by Anders/DuPlayee to approve adding caller ID service to the Town Hall main phone number. **MOTION CARRIED 4-0.**

III. CLERK'S OFFICE UPDATE: Charter internet is up and running and working well.

IV. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: No report.

V. BOARD REPORTS AND COMMUNICATIONS

- A. Mike DuPlayee – Report on Cottage Grove Chamber of Commerce Annual Meeting: DuPlayee reported that Monona Schools and the Rugby Club gave interesting presentations. There are now 205 members, 45 of which are new in 2019.
- B. Mike Fonger – Report on Jan. 30th Emergency Management Discussions with Local Jurisdictions: Discussion included the shooting at Paradigm and flooding. Dane County Emergency Management has an impressive array of equipment and made a strong point that they are there to support us. Hampton asked for the status of updating our plan, Fonger said he and Otto Kraus will start going through it next month.
- C. Hampton will attend a WDOT meeting on February 12th to hear financing plans for the County AB/US Hwy 12 & 18 intersection improvements will be financed.

VI. COMMITTEE REPORTS: None.

VII. Adjournment: **MOTION** by DuPlayee/Anders to adjourn. **MOTION CARRIED 4-0.** The meeting ended at 7:53 P.M.

Kim Banigan, Clerk
Approved 02-17-2020

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
FEBRUARY 17, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Mike DuPlayee and Kristi Williams were present, along with Clerk Kim Banigan, Treasurer Debra Abel and Highway Superintendent Dan Dresen, Special Counsel Connie Anderson, Attorney Matthew Fleming and Attorney William Cole
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by DuPlayee/Fonger to approve the minutes from the February 3, 2020 meeting as printed. **MOTION CARRIED 4-0-1** (Williams abstained).
- D. Finance Report and Approval of Bills:
 - 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33647-33700, and voiding of checks #33655-33660 and 33681. **MOTION CARRIED 5-0.**
 - 2. **MOTION** by Anders/DuPlayee to approve payment of \$1,536.00 to General Engineering Company for January building permits. **MOTION CARRIED 5-0.**
 - 3. The Treasurer asked that February per diem reports be submitted by February 28th.
- E. Public Concerns: None.
- F. Road Right of Way Permits: **MOTION** by Anders/Fonger to permit Wisconsin Power & Light Co/Intercon Construction to replace natural gas at 4506 Greengrass Rd. **MOTION CARRIED 5-0.**

II. BUSINESS:

- A. Review January Police Activities: The monthly report showed 287 calls for service and 98 citations issued in January. Williams remarked that the number of citations by contract deputies was lower than usual. None of the deputies were present at the meeting.
- B. Discuss/Consider approval of a parade or Race Permit for Rachel Wilberding, applicant for American Parkinson Disease Assoc. - Half Marathon on April 18, 2020 to include Glacial Drumlin trail crossings: The Clerk stated that the application materials were in order and she has confirmation from Deer-Grove EMS that arrangements for coverage are in progress. The Deputies and Fire Chief have no concerns over the event. (See motion under next item.)
- C. Discuss/Consider approval for the American Parkinson Disease Assoc. to rent the Town Hall at the Town resident rate for marathon registration on April 17, 2020, and to utilize the Town Hall parking lot for marathon parking on April 18, 2020. **MOTION** by Williams/DuPlayee to approve the Parade or Race permit (under B above), the use of the Town Hall at Town resident rate, and the use of the Town Hall parking lot on April 18, 2020. **MOTION CARRIED 5-0.**
- D. Discuss/Consider adoption of revisions to the Employee Handbook (f.k.a. Personnel Policies and Procedures Manual): Meg Vergeront of Stafford Rosenbaum, LLP had reviewed the revisions discussed at the November, 18, 2019 meeting, and added language for a harassment policy. Williams questioned the striking of the introductory period language. The Clerk thought it was related to the new language about at will employees. Fonger questioned why the Town pays for CDL license expenses. **MOTION** by Hampton/DuPlayee to table until the March 3, 2020 meeting to get clarification on the striking of the introductory period language. **MOTION CARRIED 5-0.**

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
FEBRUARY 17, 2020

- E. Discuss/Consider approval of logo for Town vehicles: Four designs prepared by Mad City Signs were reviewed, **MOTION** by Fonger/Anders to approve design #2, with a stronger block font used for the words Est. 1848. **MOTION CARRIED 5-0.**
- F. Consider/Adopt motion to move into closed session pursuant to Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session AND pursuant to §19.85(1)(g) for the purpose of conferring with legal counsel 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 regarding a waiver request from Stafford Rosebaum LLP and Town's transition to new legal counsel: **MOTION** by Williams/Anders to move into closed session for the reason stated above. **MOTION CARRIED 5-0** by roll call vote. Dresen, Abel and Attys. Cole and Fleming left the room and the closed session began at 7:24 p.m.
- G. Consider/Adopt motion to reconvene to open session....
MOTION by Hampton/Williams to reconvene to open session. **MOTION CARRIED 5-0** by roll call vote. The closed session ended at 7:54 P.M. and Atty. William Cole re-joined the meeting.
...to take action from the closed session including:
 - 1. Action on waiver request from Stafford Rosenbaum, LLP.: **MOTION** by Hampton/Williams to agree to the waiver conditioned on confirmation that the protections of Town records now in the possession of Stafford Rausenbaum, LLP are completed as outlined in a February 4, 2020 letter to the Town from Stafford Rosenbaum, LLP Attorney Matthew Dregne. Attorney Connie Anderson is to serve as a liaison with Stafford Rosenbaum, LLC to assure that Town files have been transferred or destroyed, and that the password protections are in place as to all electronic records remaining on Stafford Rosenbaum, LLP's server. **MOTION CARRIED 5-0.**
 - 2. Action on retainer agreement for new legal counsel: **MOTION** by Hampton/DuPlayee to approve the Contract for Legal Services presented by Attorney William Cole of Axley Brynelson, LLP. **MOTION CARRIED 5-0.** The Town Chair and Clerk signed the contract to put it immediately into effect.
 - 3. Action on transition of current matters to legal counsel: **MOTION** by Hampton/DuPlayee to retain Atty. Connie Anderson as Special Counsel to complete the Kennedy Hills development process, and transfer all general and court legal matters to Atty. Cole and Axley Brynelson, LLP. **MOTION CARRIED 5-0.**
- H. Consider/Adopt motion to move into closed session pursuant to §19.85(1)(g) for the purpose of conferring with legal counsel 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 regarding subpoenas that may issue related to 4407 Vilas Hope Road: **MOTION** by Fonger/Williams to move into closed session for the reason stated above. **MOTION CARRIED 5-0** by roll call vote. The closed session began at 8:04 P.M. and all those in attendance remained for the closed session.
- I. Consider/Adopt motion to reconvene to open session to take action from closed session regarding subpoenas that may issue related to 4407 Vilas Hope Road. **MOTION** by DuPlayee/Anders to reconvene to open session. **MOTION CARRIED 5-0** by roll call vote. The closed session ended at 8:23 P.M. and there was no resulting action taken.

III. CLERK'S OFFICE UPDATE: None

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
FEBRUARY 17, 2020

IV. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: None.

V. BOARD REPORTS AND COMMUNICATIONS

A. Hampton reported that construction of the County AB and 12&18 roundabouts and bridge is scheduled to begin in July of 2022, with a price tag of \$36 million. Access for CoParts off of Luds Lane is scheduled to be built this year and dedicated to the Town upon completion. At some point the WDOT will want a letter of support from the Town. He has a new proposal from City of Madison planning staff for a potential boundary agreement, and will ask the Plan Commission for their input at their next meeting.

B. Fonger reported that he and Otto Kraus will begin work on the Town's Emergency Plan soon.

VI. COMMITTEE REPORTS: None.

VII. Adjournment: **MOTION** by DuPlayee/Anders to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:28 P.M.

Kim Banigan, Clerk

Open session minutes approved 03-02-2020

7:54 PM closed session minutes approved and made an open record on 03-02-2020

8:04 PM closed session minutes approved but not made an open record on 03-02-2020

TOWN OF COTTAGE GROVE
TOWN BOARD CLOSED SESSION MINUTES
FEBRUARY 17, 2020

- I. Consider/Adopt motion to move into closed session pursuant to Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session AND pursuant to §19.85(1)(g) for the purpose of conferring with legal counsel 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 regarding a waiver request from Stafford Rosembaum LLP and Town's transition to new legal counsel: **MOTION** by Williams/Anders to move into closed session for the reason stated above. **Fonger, Anders, Hampton, Williams and DuPlayee all voted aye.** The closed session began at 7:24 p.m. Town Clerk Kim Banigan and Special Counsel Connie Anderson were also present.
- II. The first topic was a waiver request from Stafford Rosenbaum, LLP to allow Atty Larry Konopacki, who now represents the Village of Cottage Grove, to work on joint fire agreements between the Town and Village on the Village's behalf. Discussion was two-fold: 1) Board members did not see a reason why the agreements need revising, and Hampton said this was the opinion of the Joint Fire Committee when it was brought up to them. 2) Concerns over Town records in the possession of Stafford Rosenbaum that Atty. Konopacki could potentially access. Anderson did not think that Atty. Konopacki has any substance of knowledge about the agreements, and said this could be an opportunity to develop a positive relationship with the new Village Attorney. However, she recommended that accepting the waiver should be conditioned on the Town receiving satisfactory assurance that Town records in Stafford Rosenbaum's possession have either been destroyed, password protected with access only to Atty. Paul Kent, or transferred to the new Town Attorney. Anderson offered to serve as a liaison in this process due to her long-standing relationship with both the Town and Stafford Rosenbaum.
- III. The second topic was a discussion of Attorney interviews held earlier this evening. Consensus was that Atty. William Cole of Axley Brynelson would be the best fit.
- IV. Consider/Adopt motion to reconvene to open session: **MOTION** by Hampton/Williams to reconvene to open session. **MOTION** by Hampton/Williams to reconvene to open session. **MOTION CARRIED 5-0** by roll call vote. The closed session ended at 7:54 P.M.

Kim Banigan, Clerk

Approved and made an open record 03-02-2020

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
MARCH 02, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Mike DuPlayee and Kristi Williams were present, along with Clerk Kim Banigan, Treasurer Debra Abel and Highway Superintendent Dan Dresen.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s):
 - 1. **MOTION** by Williams/DuPlayee to approve the minutes from the February 17, 2020 meeting as printed. **MOTION CARRIED 5-0.**
 - 2. **MOTION** by Williams/DuPlayee to approve the minutes of both closed sessions from February 17, 2019 as presented, keeping the minutes of the 8:04 P.M. closed session closed, and making the minutes of the 7:24 P.M. closed session an open record. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 - 1. **MOTION** by DuPlayee/Anders to approve payment of bills corresponding to checks #33701-33730 and voiding check #33691. **MOTION CARRIED 5-0.**
 - 2. **MOTION** by Anders/DuPlayee to approve payment of January per diems as presented, including payment of one per diem for Hampton for covering the office for two hours on February 21. **MOTION CARRIED 5-0.**
- E. Public Concerns: A resident who did not provide his name thanked the Board for the recent changes to the burning ordinance.
- F. Road Right of Way Permits: **MOTION** by Anders/Fonger to permit Wisconsin Power & Light Co/Intercon Construction to install natural gas at 3818 County Road AB. **MOTION CARRIED 5-0.**

II. BUSINESS:

- A. Plan Commission recommendations:
 - 1. Discuss/Consider recommendation regarding Certified Survey map to combine parcels 0711-153-9310-6 and 0711-153-9320-4, both owned by Charles and Betty Devine at 2342 Uphoff Road. Zoning is SFR-1 and no rezone is needed: **MOTION** by Anders/Williams to accept the Plan Commission's recommendation to approve the CSM identified as Office Map 5333-19B dated 08-09-2019. **MOTION CARRIED 5-0.**
 - 2. Discuss/Consider recommendation regarding Certified Survey Map to divide parcel 0711-342-8725-0 on the east side of North Star Road into two parcels, one for sale. Current parcel zoned FP-1 and no rezone is needed: **MOTION** by Anders/Williams to accept the Plan Commission's recommendation to approve the CSM identified as Office Map #200110 dated 02-12-2020. **MOTION CARRIED 5-0.**
- B. Discuss and consider request by Sanford West at 1879 Meadowview Trail to correct blockage of private drainage ditches as per s. 88.94, Wis. Stats.: Hampton stated Mr. West had contacted him about a ditch on property adjacent to his that is not draining properly into the Koshkonong Creek, causing backups onto surrounding lands. Hampton shared photos provided by Mr. West, and said he had spoken with an FSA representative and Jason Tuggle from Dane County Land and Water Resources about the issue. Tuggle suggested the matter could be handled under s. 88.94, Wis. Stats. Sanford and Vicki West were present, and also

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
MARCH 02, 2020

provided a written statement from Darrell Lange who owns land to the north of the West's land. Mr. Lange has not been able to farm his land in the area of the ditch for two years due to wet ground, and believes clearing the blockage would help the high water levels.

MOTION by Williams/DuPlayee to refer the matter to Atty. Cole to make contact with the owner of the ditch about resolving the blockage. **MOTION CARRIED 5-0.**

- C. Discuss/Consider adoption of revisions to the Employee Handbook (f.k.a. Personnel Policies and Procedures Manual): Williams stated that her concerns about the removal of the Introductory Period have been addressed. The Clerk pointed out a blank that needed to be filled in on page 4 regarding who to contact when requesting accommodations for a disability. Consensus was to make the Clerk the contact person. The Clerk also pointed out that in her review of the handbook, Stafford Rosenbaum Legal Assistant Meg Vergeront had crossed out the in pay status language in relation to overtime on page 11. The Clerk had attached minutes from 2015 when this language was stricken by Atty. Connie Anderson, but ultimately left in by the Board. Dresen said it doesn't amount to much extra cost since public works employees rarely take vacation in the winter, and that employees expected to leave their families to plow snow on holidays should receive extra compensation. Abel noted that the policy for Holiday Pay does provide for time and one-half payment if employees are called out on holidays. **MOTION** by Fonger/Anders to adopt the revisions to the Employee Handbook as presented, filling in the blank on page 4 with 'Clerk' and leaving the in pay status language on page 16 stricken. **MOTION CARRIED 5-0.**
- D. Discuss/Consider approval of quote to replace transition stairs on play structure at Capital View Park: Hampton and Dresen reported that the stairs are rusted with sharp edges exposed. Original plans to re-coat proved impractical, so replacement is the other option. **MOTION** by Hampton/DuPlayee to accept the quote from Lee Recreation, LLC to replace the stairs at a cost of \$1,274.00 from unassigned funds. **MOTION CARRIED 4-0-1** (Williams abstained).
- E. Discuss and consider whether to sell road grader: Hampton and Dresen said the grader is rarely used. Discussion was that while it is not a huge expense to keep, proceeds of its sale could be put to better use (Anders thought it might make sense to keep it since it doesn't cost much to maintain). **MOTION** by Fonger/DuPlayee to list the grader for sale on Wisconsin Surplus once a reserve price can be determined. **MOTION CARRIED 4-1** (Anders opposed).
- F. Discuss/Consider attendees for Educational Forum on Processing Conditional Use Permits on March 5, 2020 at the Verona Town Hall: Five members of the Plan Commission are planning to go. Williams and DuPlayee would also like to go. **MOTION** by Williams/Hampton to approve two Town Board members to attend. **MOTION CARRIED 5-0.**
- G. Consider/Adopt motion to move into closed session per Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session: boundary agreement discussion: **MOTION** by DuPlayee/Anders to move into closed session for the reason stated above. **MOTION CARRIED 5-0** by roll call vote. Dresen and Abel left, and the closed session began at 7:46 P.M.
- H. Consider/Adopt motion to reconvene to open session to take any action necessary from closed session: **MOTION** by Fonger/Anders to reconvene to open session. **MOTION CARRIED 5-0 by roll call vote.** The closed session ended at 8:07 P.M. and there was no resulting action taken.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
MARCH 02, 2020

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Hampton reported that the new F-550 was delivered last Friday and taken to Burke Truck to have the box installed. Seasonal weight limits are expected to go into effect later this week.

IV. BOARD REPORTS AND COMMUNICATIONS

A. DuPlayee said the February Chamber of Commerce meeting had about 50 attendees, and he is surprised at the number of members coming from the west side of Madison.

V. COMMITTEE REPORTS: None.

VI. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:17 P.M.

Kim Banigan, Clerk
Approved 03/27/2020

I. ADMINISTRATIVE

- A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Due to the COVID-19 emergency, public participation in person was limited so the meeting was broadcast using gotomeeting.com. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Mike DuPlayee and Kristi Williams were present, along with Clerk Kim Banigan and Highway Superintendent Dan Dresen.
- B. Hampton called the meeting to order at 2:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Hampton/Anders to approve the minutes from the March 2, 2020 meeting as printed. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 - 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33731-33785. **MOTION CARRIED 5-0.**
 - 2. **MOTION** by Anders/DuPlayee to approve payment of \$947.00 to General Engineering Company for February building permits. **MOTION CARRIED 5-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: Dresen reported that he had approved a permit for emergency repairs to leaking gas service at 4533 Greengrass Road.

II. BUSINESS

- A. Discuss/Consider Proclamation of State of Emergency: **MOTION** by Fonger/Williams to adopt Town Board Resolution 2020-03-27 Declaration of State Emergency. **MOTION CARRIED 5-0.**
- B. Discuss/Consider Employee Policy for State of Emergency: Hampton said his understanding from reading the summary of the Families First Coronavirus Response Act is that the Town must provide 80 hours of additional sick leave for COVID-19 related absences. There was discussion about the following:

Item 8. There was consensus to strike the language "*to be used in the order listed*" regarding requiring employees to use vacation, personal and sick leave if absent to take care of their own minor children in the event of school/daycare closures.

Item 16. There was consensus to strike the language "*Email your Department Head immediately upon beginning work and immediately before finishing work. Your Department Head will assign tasks to be completed remotely*" in regards to employees working remotely.

Item 17. There was consensus to remove the language "*The Town of Cottage Grove has EAP (Employee Assistance Program) available to all staff. Contact your immediate supervisor for information on how to access the benefit.*"

MOTION by Williams/DuPlayee to approve the Employee Policy for State of Emergency with the changes noted above. **MOTION CARRIED 5-0.**

- III. Discuss/Consider waiver of conflict of interest regarding representation Axley Brynelson, LLP's representation of Meise Construction, Inc. in obtaining a Variance and Conditional Use Permit in the Town of Cottage Grove: Plan Commission member Troy Eickhoff was attending remotely and questioned why the Town would consider such a waiver. Discussion was that Meise's use of the an attorney for representation in obtaining a Variance and Conditional Use Permit is not unusual or unreasonable, and the waiver does include a provision that Meise Construction would need to seek

other counsel in the even to litigation or enforcement action regarding of a Variance and Conditional Use Permit so that Axley Brynelson, LLP could represent the Town. DuPlayee said he had reservations similar to Eickhoff's about signing the waiver. **MOTION** by Fonger/Anders to approve signing the waiver. **MOTION CARRIED 3-2** (Hampton and DuPlayee opposed).

IV. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen said that due to COVID-19 social distancing requirements, there would not be group road inspection, but rather provided a list of the roads he suggested maintenance of in 2020 and asked Board members to conduct inspections independently and get back to him by April 10th. Hampton said Board Members may collect one per diem for doing the inspection.

V. BOARD REPORTS AND COMMUNICATIONS

- A. Hampton asked when the Board wanted to meet gain. Consensus was on an as needed basis as called by the Town Chair until the COVID-19 emergency is cleared up. Hampton said he does see that he will need to call meetings of the Plan Commission to deal with pending matters.
- B. Anders reported that Gas Probe 9 at the former Natvig landfill has had methane hits at 6.7-6.8%, which exceeds the 5% mandatory action level by the DNR. Plans for another monitoring well near the residence at 3677 Graham Paige are in play, including negotiations for an access agreement with the property owner.

VI. COMMITTEE REPORTS: None.

VII. Adjournment: **MOTION** by DuPlayee/Anders to adjourn. **MOTION CARRIED 5-0**. The meeting ended at 2:42 P.M.

Kim Banigan, Clerk

TOWN OF COTTAGE GROVE
TOWN BOARD RESOLUTION 2020-03-27
DECLARATION OF STATE OF EMERGENCY

WHEREAS, the World Health Organization designated the 2019 novel Coronavirus outbreak as a Public Health Emergency of International Concern; the United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the entire United States to aid the nation's healthcare community in responding to the 2019 novel Coronavirus "COVID-19." COVID-19 is a contagious, and at times fatal, respiratory disease; the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States, significantly affect the lives and health of our people, as well as the economy, and is a disaster that impacts the health, security and safety of the public; and

WHEREAS, on or about March 13, 2020, the State of Wisconsin and the federal government declared a State of Emergency, due to the COVID-19 pandemic; and

WHEREAS, the COVID-19 Pandemic has impacted, or is expected to impact the Municipality, Wisconsin; and

WHEREAS, because of emergency conditions, the Governing Body is unable to meet with promptness; and

WHEREAS, pursuant to sections 323.11 and 323.14(4)(b) of the Wisconsin Statutes it is necessary and expedient for the health, safety, welfare and good order of the municipality to proclaim that emergency conditions exist; and

WHEREAS, the emergency has caused the municipality to extend, commit and exhaust its pertinent available resources; and

WHEREAS, the Municipality requests State assistance and advises the State of Wisconsin of our emergency conditions:

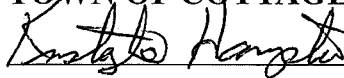
NOW, THEREFORE BE IT RESOLVED that the Town Board of the Town of Cottage Grove hereby declares a State of Emergency due to the COVID-19 Pandemic, and

- Authorizes emergency purchases of goods and materials
- Authorizes emergency purchases of services
- Authorizes emergency costs to the labor force

This Declaration shall take effect immediately and shall continue in effect until ~~_____~~, 2020 at 11:59 p.m. or such earlier time as a quorum of the Town Board convenes and rescinds the Declaration.

This resolution was duly considered and adopted by the Cottage Grove Town Board pursuant to a vote of 5 for and 0 against and 0 abstentions on this 27 day of March, 2020.

TOWN OF COTTAGE GROVE



Kristopher Hampton, Town Chair

ATTEST.



Kim Banigan, Town Clerk

TOWN OF COTTAGE GROVE EMPLOYEE EMERGENCY POLICY

All actions will be in place immediately and until further notice.

March 27, 2020 - Will be updated as the situation RAPIDLY evolves.

The Town of Cottage Grove is responsible for maintaining a host of operations during all times of crisis and emergency to the best of its ability. If all staff is out sick, our public service systems could be compromised. The Town will be implementing the following steps immediately to help prevent the spread and infection rate of COVID-19.

New policy:

1. Employees are no longer allowed to bring or purchase for delivery, open food items that are shared between the staff. Examples are cookies, cake or pizza. Employees may bring prepackaged items such as individually wrapped granola bars or bottled soda.
2. Avoid community dispensers such as a common coffee pot or fountain. If you choose to use these items, make sure to wash your hands immediately after touching the location.
3. Hand Sanitizer stations have been added to the public entrances of Town Hall. Please use liberally each time you pass through.
4. Proper hygiene is critical. Wash your hands, refrain from touching your face, coughing and sneezing should be into the elbow. Tissues should be disposed of appropriately.
5. Practice CDC recommended social distancing (6 feet). Please refrain from physical contact with others (handshaking/hugging).
6. All employees assigned a vehicle for use during work must sanitize the vehicle upon entering and exiting and immediately wash your hands.
7. All public areas that are touched repetitively during the day will need to be wiped down regularly with a CDC approved sanitizer. Any time an employee uses one of these areas, they should wash their hands. Alternatively, they may choose to use hand sanitizer before and after use.
8. If an employee must take a leave of absence to care for their own minor children in the event of school/daycare closures, those employees will be required to use vacation, personal, and sick leave for the absence.
9. If an employee must take unpaid leave, the Town will continue to pay the employer contribution of premiums during an unpaid leave due to a pandemic declared emergency, as if the employee were not on leave. However, employees must reimburse the Town for Town paid employee required premium contributions paid on their behalf during that leave. Likewise, the Town will continue to pay the employer contribution of premiums during a paid leave and employee contributions will continue to be deducted from an employee's pay.

TOWN OF COTTAGE GROVE EMPLOYEE EMERGENCY POLICY

10. Department Heads may grant up to 15 work days in a row (per emergency event) as an unpaid leave of absence. No unpaid leave shall be granted unless the employee has exhausted all vacation, personal, and sick leave. Paid or unpaid leave of absences that are greater than 15 working days shall be reviewed by the department head for potential necessary extension on a case by case basis. During unpaid leave, no benefits shall accrue and no benefits shall be paid except as required by law.
11. If you have travel planned in the coming weeks, we suggest you cancel or reschedule. Employees who choose to go on vacation using a public form of mass transit (such as a cruise), or travel to an area (international or domestic) that is deemed to have “community transmission” of COVID-19 by the CDC at the time of your return, will be automatically quarantined from work for the current CDC recommended period of time (14 days). Vacations must have been scheduled before March 12, 2020. The employee must use vacation, personal, and sick leave for the absence. Please see <https://wwwnc.cdc.gov/travel/notices> for warning levels of countries across the World and <https://www.cdc.gov/coronavirus/2019-ncov/cases-in-us.html> for states that have sustained community transmission of COVID-19.
12. All vacations not presently approved are subject to approval at the Town’s discretion; we are anticipating an increasing likelihood of community quarantine at this time and need staff here to deal with possible challenges that may present. All efforts will be made to accommodate current approved vacations, however, please be aware that may change if the work force is depleted below minimum staffing levels.
13. Work required travel out of Wisconsin is suspended until further notice. If you have reservations in place, please take all steps required to cancel and obtain refunds where possible.
14. All employees will be restricted to their own computer and phone and not allowed to use other employees’ phones or computers. If this is not an option, sanitize the shared surfaces before and after each use whenever possible.
15. Host/attend as many meetings as possible via electronic means rather than in-person.
16. Employees with the ability to work remotely may be asked to do so limiting exposure to the work force. Remote access will be set up upon request from your Department Head or the Town Chairperson. All employees working via remote access must track their hours and tasks. If the work force is depleted beyond minimum staffing levels you will be required to return to work. Town issued laptops may not be used for personal purposes without prior written permission from your Department Head or the Town Chairperson.
17. Staff may be assigned to other departments during the emergency. We ask that you do your best. The emergency may create stressful situations, if you are feeling overwhelmed please seek assistance.
18. If an employee feels they may have been infected with a cold or flu, they should stay home until symptoms have subsided and have been fever free for 24 hours. Notify your supervisor at least (30) minutes before the start of your regular shift. All employees will make every effort to avoid any and all abuses of sick leave. The Department Head will require a physician’s certificate to substantiate the

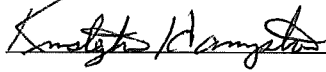
TOWN OF COTTAGE GROVE EMPLOYEE EMERGENCY POLICY

illness of an employee at any time if there is documentation of, or the suspected abuse of sick leave benefits by the employee and a physician certification may be required when returning to work. Abuse of sick leave will result in disciplinary actions as outlined in the Employee Manual.

19. Any employee who comes in with visible symptoms of an illness will be sent home.
20. Sick leave used appropriately and without abuse during the effective time period of this policy will not affect the sick leave incentive provision of the Employee Manual.
21. This policy supersedes only the sections of the Employee Manual which conflict with anything described above. All other provisions of the employee manual and/or contracts remain intact and in effect concurrent with the pandemic emergency policy.
22. This policy is being implemented under the extraordinary circumstances presented by COVID-19 and is subject to change at any time by the Town.

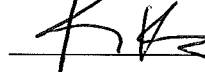
This policy was duly considered and adopted by the Cottage Grove Town Board pursuant to a vote of 5 for and 0 against and 0 abstentions on this 27th day of March, 2020.

TOWN OF COTTAGE GROVE

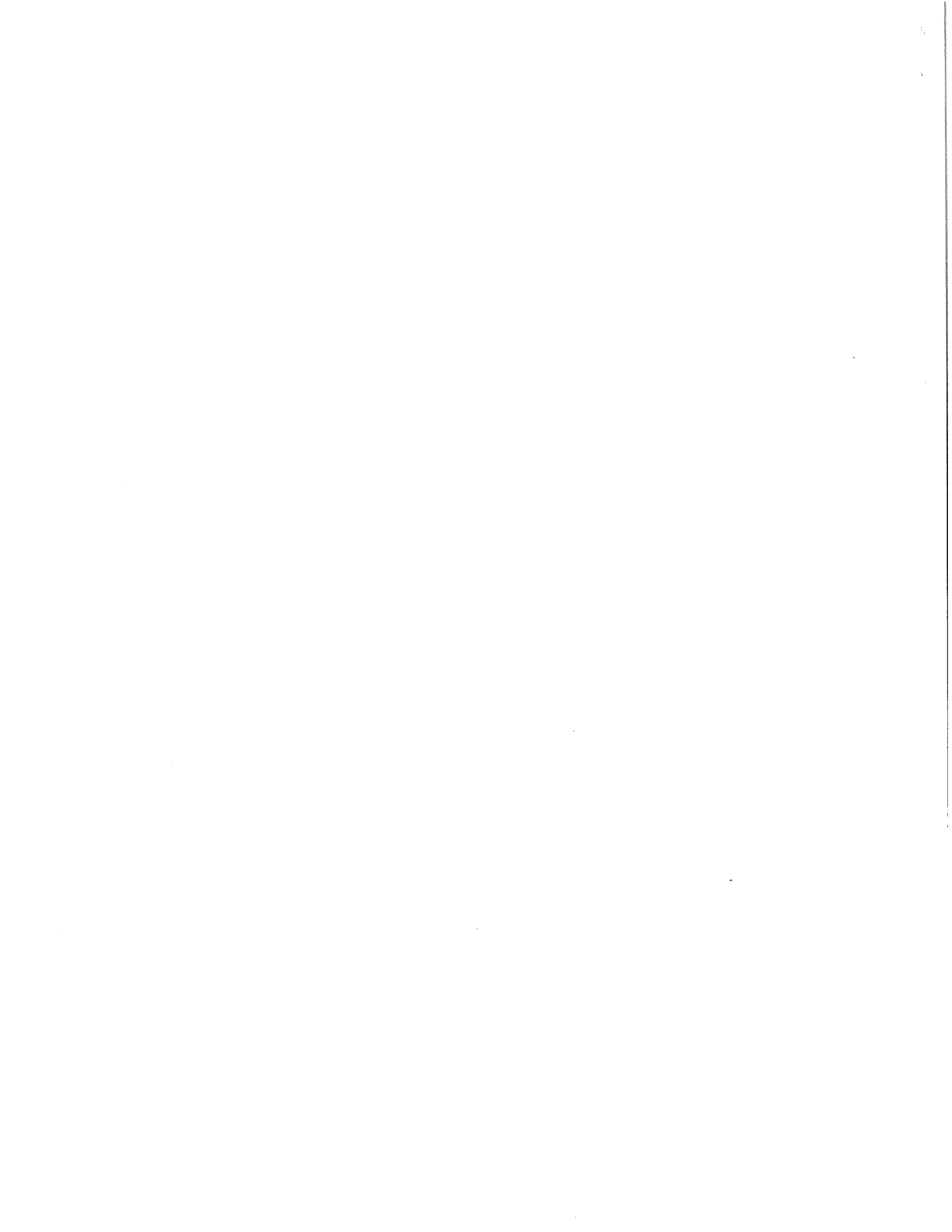


Kristopher Hampton, Town Chair

ATTEST:



Kim Banigan, Town Clerk



TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
APRIL 20, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Due to the COVID-19 emergency, public participation in person was limited so the meeting was broadcast using gotomeeting.com. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Mike DuPlayee and Kristi Williams were present, along with Clerk Kim Banigan, Treasurer Debra Abel and Highway Superintendent Dan Dresen.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/Anders to approve the minutes from the March 27, 2020 meeting with a correction in item IV. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33786-33838 as presented, with check #33786 voided. **MOTION CARRIED 5-0.**
 2. **MOTION** by Anders/DuPlayee to approve payment of \$3,290.79 to General Engineering Company for March building permits. **MOTION CARRIED 5-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: None.

II. BUSINESS

- A. Review March Police Activity: No deputies were present. The monthly report showed 273 calls for service and 75 citations issued in March. An email from Deputy French said they have been operating under limited contacts with the health orders and using protective gear when in close contact. There were some weight limit, burn ban enforcement and car/deer crashes. A new phone system was installed at the police station. There have been other deputies and detectives working there to spread workers out, which provides the added benefit of a stronger police presence in Cottage Grove. He expressed thanks for donations of PPE from the community.
- B. Plan Commission Recommendations:
 1. Discuss/Consider recommendation regarding application by H Storage, LLC involving parcels 0711-334-9242-0, 0711-334-9280, 0700-334-8800-0 at 3190 County Highway N. Dennis Richardson represented H Storage, LLC:
 - a) Remove current/define new deed restrictions on 4.78 acres zoned Heavy Commercial: Hampton read off the permitted uses recommended by the Plan Commission. There were questions about what was included in off-site parking and Williams thought vehicle repair or maintenance service could be rather broad and questioned how many vehicles it might involve. **MOTION** by Anders/DuPlayee to accept the Plan Commission's recommendation to approve lifting the current deed restrictions and imposing new restrictions to limit permitted uses to:
 - Agriculture and accessory uses (livestock not permitted)
 - Contractor, landscaping or building trade operations
 - Indoor Sales
 - Light Industrial
 - Off-site parking
 - Office uses

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
APRIL 20, 2020

- Outdoor sales, display or repair
- Outdoor storage
- A transportation, utility or communication or other use required by law
- Utility services
- Vehicle repair or maintenance service
- Veterinary clinics
- Ware housing and distribution services

MOTION CARRIED 5-0.

- b) Rezone 3.0 acres from FP-35(General Farmland Preservation) to Heavy Commercial: Richardson noted that this area had already been used commercially even though it has not been zoned for it. The prior owners had been renting it from Dane County. **MOTION** by Anders/DuPlayee to accept the Plan Commission's recommendation to approve the rezone of 3.0 acres from FP-25 to HC, limited to the same permitted uses as in a) above. **MOTION CARRIED 5-0.**
 - c) Rezone 32 acres from FP-35 to FP-1(Small lot Farmland Preservation): **MOTION** by Anders/DuPlayee to accept the Plan Commission's recommendation to approve the rezone of 32 acres from FP-35 to FP-1. **MOTION CARRIED 5-0.**
2. Discuss/Consider recommendation regarding application by Christopher G Miller to combine 1.98 acres of parcel 0711-353-9004-0 owned by Viney Acres LLC with parcel #0711-344-9890-0 at 3186 Kinney Road, including:
 - a) Rezone of 1.98 from FP-35 to RR-2 (Rural Residential)
 - b) Rezone 1.56 acres from SFR-1 (Single Family Residential) to RR-2
 - c) Rezone 33.85 acres from FP-35 to FP-1

Chris Miller was present and explained that the property is too wet and steep to build on, he just wants to add it onto his existing lot. **MOTION** by Fonger/Williams to accept the Plan Commission's recommendation to approve of all three of the rezones described in a) through c) above. **MOTION CARRIED 5-0.**

3. Discuss/Consider recommendation regarding Design Review of revised site plans for Copart facility on parcel 0711-304-8640-0 on US Hwy 12 & 18: The following representatives of CoPart attended remotely, however Board members had no questions for them: Dan Privette of CoPart, Brian Deckow, Project Manager, Perspective Design, Inc., Attorney Angie Black, Carlson Black O'Callaghan & Battenberg LLP, Chris White and Bob Harley, Engineers with RA Smith. **MOTION** by Anders/Fonger to accept the Plan Commission's recommendation to approve the site plan as presented, requiring the berm to be built and leaving the hill and trees on the east end as long as possible. All exterior lighting to be dark sky compliant, and a knox box to be installed for emergency services use. **MOTION CARRIED 5-0.**

- C. Discuss/Consider waiving or reducing 2020-21 alcohol beverage license renewal fees: Three of the four tavern owners in the Town had requested a fee waiver, and one shared a Facebook post from the Milwaukee Tavern League stating that the City of Milwaukee is waiving fees. The Clerk provided correspondence from another Clerk who had gotten minimum fees from the Department of Revenue. Discussion was to pro-rate fees based on months that the taverns could not be in operation, if anything. **MOTION** by Williams/DuPlayee to table until the May 4th meeting. **MOTION CARRIED 5-0.**

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
APRIL 20, 2020

- D. Discuss/Consider quote for bridge repairs: Dresen had obtained a quote from R.G. Huston Company, Inc. to repair four bridges at a total cost of \$118,475. The 2020 Budget includes \$80,000 for bridge repairs. Dresen had also contacted Lunda Construction, however they did not have anyone available to look at the bridges before mid-May, and would be looking at a fall project. R.G. Huston is ready to start now. **MOTION** by Fonger/Williams to accept the quote from R.G. Huston to repair the Ridge Road North and South Bridges, North Jargo Road Bridge, and Vilas Road Bridge for a total cost of \$118,475, with the cost exceeding the 2020 budget for bridge repairs coming out of unassigned funds. **MOTION CARRIED 5-0.**
- E. Discuss/Consider postponing the Annual Town Meeting: Advice from the Wisconsin Town's Association was reviewed. **MOTION** by Fonger/Williams to postpone the Annual Town Meeting until a time not less than 60 days after the end of the public health emergency declared on March 12, 2020, as allowed under 2019 Wisconsin Act 185. **MOTION CARRIED 5-0.**
- F. Update from Town Attorney on blockage of private drainage ditches along Koshonong Creek: Sanford and Vicki West attended remotely for this topic. Advice from Town Attorney William Cole was reviewed. Consensus was for the Wests to provide pictorial evidence for the DNR to determine the cause of the obstruction. According to Atty. Cole's advice, if the cause was concluded to be manmade or negligently created, the complaining landowner could make a written request for the offending landowner to remove the obstruction. If the request was not honored, the Town could order it to be removed and potentially assess the offending landowner for the costs of removal.
- G. Discuss/Consider revision/extension of Lease Agreement by and between DJH Land Holdings, and the Town of Cottage Grove for 2560 Nora Road.
- H. Discuss/Consider revision/extension of Lease Agreement by and between the Town of Cottage Grove and R.G. Huston Co., Inc. for 4091 CTH N.
- Hampton explained that G. and H. are a result of a request from the Hustons to re-do the leases after their reorganization of responsible entities and to essentially make the two lease costs the same. **MOTION** by Fonger/DuPlayee to approve both of the revised leases as presented. **MOTION CARRIED 5-0.**
- I. Consider/Adopt Resolution 2020-04-20 Appointing the Clerk to a three-year term: **MOTION** by Williams/Anders to adopt Resolution 2020-04-20 to appoint Kim Banigan as Town Clerk for a three-year term as Clerk beginning at midnight on April 30, 2020. **MOTION CARRIED 5-0.**
- J. Discuss/Consider getting quotes to outfit meeting room for virtual meetings. The Clerk said that Town Engineer Tom TeBeest had offered to provide recommendations based on Town and Country Engineering's setup and those he has seen at other municipalities. **MOTION** by DuPlayee/Williams to seek TeBeest's recommendations. **MOTION CARRIED 5-0.**

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE:

- Dresen reported that the request for quotes for 2020 road maintenance projects is ready and notice of the RFQ is set to publish on April 22nd, with bid opening on May 8th and Board consideration on May 18th. Anders was concerned about reports that second installment tax settlement with the County and State road aid payments may be delayed. Discussion was that road maintenance projects would be funded by borrowing anyway, and the Town has sufficient unassigned funds to bridge any gap.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
APRIL 20, 2020

- The new speed bump for Sandpiper Trail is here, they are waiting for signs. Deputies advised two potential locations, one just north of Nightingale, and one about half way between Mourning Dove and Nightingale. Board members thought the second option might be preferable.
- The crew has been shouldering and will start mowing parks next week.
- Both Fabik Cat and Airing Equipment have provided similar appraisals of the grader. Dresen will list it on Wisconsin Surplus soon with a reserve equal to the appraisal amounts.
- The new one-ton truck in Burke Truck's shop for production of the box. The new patrol truck is in still waiting.

IV. CLERK'S OFFICE UPDATE: There were a total of 1507 voters for the Spring Election and Presidential Primary: 233 voted early in the Clerk's office, 1,035 voted by mail and 239 voted on election day. Only four poll workers had ever worked an election before, the rest of the usual poll workers opted out due to the COVID-19 threat. Those who stepped up in their place did a great job, including three members of the National Guard. The Clerk was not happy with the turmoil caused by the political roller-coaster the week prior to the election, or with the Wisconsin Election Commission's failure to provide guidance regarding absentee ballots received after election day without postmarks.

V. BOARD REPORTS AND COMMUNICATIONS

- A. Fonger – update on meetings with Dane County Emergency Management: Fonger said things have been quiet with Dane County Emergency Management since the first couple weeks of the COVID-19 emergency. He said of the 1,000 beds available, only 300 are in use, and the extra ventilators have not been needed, although it is probably a good idea to stockpile for future needs. He heard that Hydrite Chemical is wondering what to do with their annual donation to Emergency Government given that the Town and Village are not meeting jointly. Consensus was to have the Clerk contact the Village President and Emergency Government Chair to see if a joint meeting can occur.

VI. COMMITTEE REPORTS

- A. Deer-Grove EMS Commission: Williams reported that at a virtual commission meeting in April, it was reported that medical calls are down and there are fewer accidents. Emergency rooms are reporting half their usual traffic. Some of the special events DGEMS usually provides services for have been cancelled. Otherwise, everything is going well for the service.

VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:12 P.M.

Kim Banigan, Clerk
Approved 05/04/2020


TOWN OF COTTAGE GROVE

RESOLUTION 2020-04-20
A RESOLUTION APPOINTING THE TOWN CLERK
FOR A THREE-YEAR TERM

BE IT RESOLVED that the Town Board of the Town of Cottage Grove, Dane County, Wisconsin hereby appoints Kim Banigan to the office of Town Clerk for the term of office of three years to begin at 12:00 midnight on April 30, 2020 and expire at 12:00 midnight on April 30, 2023.

Adopted this 20th day of April, 2020 by a vote of 5 for and 0 against.

TOWN OF COTTAGE GROVE



Kristopher Hampton, Town Chair

ATTEST:



Kim Banigan, Clerk

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
MAY 4, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Due to the COVID-19 emergency, public participation in person was limited so the meeting was broadcast using gotomeeting.com. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Mike DuPlayee and Kristi Williams were present, along with Clerk Kim Banigan, Treasurer Debra Abel and Highway Superintendent Dan Dresen.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the April 20, 2020 meeting with a correction in item I. C. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 - 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33839-33877 as presented, and voiding of check #33803. **MOTION CARRIED 5-0.**
 - 2. **MOTION** by Anders/Williams to approve payment of April per diems as presented. **MOTION CARRIED 5-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: None.

II. BUSINESS

- A. Plan Commission Recommendations:
 - 1. Discuss/Consider approval of request by Donald and Marilyn Viney to re-designate 37.4 acres (parcel #0711-311-8000-1) from the Commercial Development Area to the Agricultural Preservation Area in the Comprehensive Plan: Don and Marilyn Viney participated via gotomeeting.com. **MOTION** by Williams/ DuPlayee to accept the Plan Commission's recommendation to approve re-designating 37.4 acres (parcel #0711-311-8000-1) from the Commercial Development Area to the Agricultural Preservation Area. **MOTION CARRIED 5-0.**
 - 2. Discuss/Consider application by Don & Marilyn Viney to rezone 5.14 acres of parcel 0711-311-8000-1 on Siggelkow Road from AT-35 to RR4, with remaining 30.89 acres rezoned to FP-1: Hampton noted that the zoning map submitted since the Plan Commission saw it includes dedication of the road right-of-way to the Town so the new residential lot now measures 3.645 acres. **MOTION** by Hampton/Anders to accept the Plan Commission's recommendation to approve rezoning 3.645 acres of parcel 0711-311-8000-1 on Siggelkow Road from AT-35 to RR4, with remainder of the rezoned to FP-1 (based on 1. above). It was noted that the lot size does exceed the 2-acre maximum due to geographical features and trees. **MOTION CARRIED 5-0.**
- B. Discuss/Consider property owner's plans for repair or removal of the house at 2983 County Road BB to be executed by May 30, 2020 (tabled from 02-03-2020): The Clerk reported that she had reminded the property owner of the Board's request for a copy of the repair quote and plans to review progress tonight but had not received anything. The property owner was not present. Fonger reported seeing yard work in progress over the weekend. Consensus was to re-visit at the June 1st meeting, when all repairs should be complete.
- C. Discuss/Consider waiving or reducing 2020-21 alcohol beverage license renewal fees (tabled from last meeting): Based on information provided by tavern owners, the Clerk had provided resolutions to reduce fees by the cities of Green Bay and DePere, and a draft ordinance to be

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
MAY 4, 2020

considered by the Village of Marshall. League of Municipality advise showed the minimum fees can be reduced to. Fonger said the Town's \$600 in fees amounts to about \$50/month, and he could see reducing it for 3-4 months' worth due to COVID-19 closures. **MOTION** by Fonger/Williams to reduce the Class B Liquor fee to \$300 only for the 2020-21 license year and leave the Class B Beer fee at \$100. **MOTION CARRIED 5-0.** The Clerk said a resolution may be needed to confirm this.

- D. Review 2020-21 non-metallic mining permit renewal applications and set date for public hearing: Board members reviewed the applications and did not have any requests for additional information. **MOTION** by Anders/DuPlayee to schedule the public hearing for 7:00 PM on June 1st. **MOTION CARRIED 5-0.**
- E. Discuss/Consider approval of estimate of charges for gas probe installation at 3662 Graham Paige Road: Soils & Engineering Services had estimated the charges to install the gas probe at \$2,690, and Tina Sebold of Strand Associates recommended adding a \$660 contingency. **MOTION** by Hampton/DuPlayee to approve costs not to exceed \$3,500 for gas probe installation at 3662 Graham Paige Road, funds to come from unassigned funds. **MOTION CARRIED 5-0.**
- F. Discuss revisions to TCG Chapter 06 – Emergency Government Operations and Emergency Response Standard Operating Guidelines: Fonger had drafted his suggested revisions to the two documents, and asked others to consider them before the next meeting. Fonger also reported that Town resident Randy Gaber has expressed interest in serving on the Emergency Government Committee. Gaber is a former Assistant Chief of the Madison Police Department and discussion was that he would be a good fit.
- G. Discuss/Consider quotes to remove trees at Jargo Road/Hubred Ln: Dresen had obtained two estimates to cut down the trees:
- The Tree Trimmer: \$3,000
 - Reon Rounds Tree Service: \$3,800, with an \$4,800 option to add removal of the trees.
- MOTION** by Williams/Hampton to accept the quote from The Tree Trimmer. **MOTION CARRIED 5-0.**
- H. Discuss/Consider approval of 2020-21 Committee Appointments: The only change to appointments compared to the 2019-20 term was Mark Kudrna to replace Wilmer Larson, who has retired from the Plan Commission. **MOTION** by DuPlayee/Williams to approve the 2020-21 committee appointments as presented, along with the appointment of Randy Gaber to the Emergency Government Committee, should he accept. **MOTION CARRIED 5-0.**
- I. Discuss/Consider approval of a letter in support of reconstructing the US Hwy 12/18 and County Road AB intersection: **MOTION** by Williams/Fonger to approve the letter as drafted. **MOTION CARRIED 5-0.**

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported that the City of Mondovi sent someone to look at the grader up for auction on Wisconsin Surplus. Road bids will be opened this Friday. Workers have been replacing the wooden seats on park benches. Williams asked how they plan to control garlic mustard. Dresen said it will be mowed in a couple weeks.

IV. CLERK'S OFFICE UPDATE: Town Engineer Tom TeBeest provided some good ideas for outfitting the meeting room for virtual meetings. Before sourcing components individually, the Clerk and Chairman decided to also get quotes on a business class solution. The Clerk will have at least two quotes for the next meeting. Fonger asked if it will be necessary to continue with virtual

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
MAY 4, 2020

meetings once the COVID-19 emergency is over. The Clerk said it has been useful but not necessary to have the recordings of the meetings, and they could be posted on the web site for residents to view later. She also thought the Board and Plan Commission would find more use than they think for a large display computer.

V. BOARD REPORTS AND COMMUNICATIONS: Hampton reported that the Treasurer will attend a virtual meeting about COVID-19 related potential FEMA funding on Thursday afternoon. He, the Clerk and Tom TeBeest had a virtual preliminary meeting with the Wittes regarding plans for neighborhood development on Wittewood Lane.

VI. COMMITTEE REPORTS: None.

VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 7:52 P.M.

Kim Banigan, Clerk
Approved 05-18-2020

TOWN OF COTTAGE GROVE
PUBLIC HEARING AND TOWN BOARD MEETING
MAY 18, 2020

PUBLIC HEARING FOR PROPOSED REVISIONS TO TCG CHAPTER 06 – EMERGENCY
GOVERNMENT OPERATIONS

- I. Notice of the public hearing was posted at the Town Hall and on the Town's internet site. Due to the COVID-19 emergency, public participation in person was limited so the meeting was broadcast allowing virtual participation using gotomeeting.com. Town Chair Kris Hampton and Supervisors Mike Fonger, Steve Anders, Mike DuPlayee and Kristi Williams were present, along with Clerk Kim Banigan, Treasurer Debra Abel and Highway Superintendent Dan Dresen.
- II. Hampton asked if there were any questions or comments, there were none.
- III. **MOTION** by Williams/ DuPlayee to close the public hearing. **MOTION CARRIED 5-0.** The public hearing ended at 7:02 P.M.

TOWN BOARD MEETING

- I. ADMINISTRATIVE
 - A. Notice and attendance of the meeting were as stated above for the public hearing.
 - B. Hampton called the meeting to order at 7:02 P.M.
 - C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the May 4, 2020 meeting as printed. **MOTION CARRIED 5-0.**
 - D. Finance Report and Approval of Bills:
 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33878-33901 as presented. **MOTION CARRIED 5-0.**
 2. **MOTION** by Anders/ DuPlayee to approve payment of \$5,810.92 to General Engineering Company for April building permits. **MOTION CARRIED 5-0.**
 3. The Treasurer asked for May per diem reports by May 27th, and reported that from the FEMA webinar she learned that the Town does not have any expenses that qualify for COVID-19 reimbursement at this time. The funds are meant mostly for sanitation and Emergency Government related expenses.
 - E. Public Concerns: Ben Nelson, 4594 Sandpiper Trl. was a remote attendee and said that even with the speed bump on Sandpiper, speeding in front of his house is still a concern. Dresen said the speed bump will be moved closer to the park later in the summer. Fonger asked if a second one should be considered. Mr. Nelson suggested a stop sign at Sandpiper and Nightingale. Hampton suggested looking into permanent speed bumps first.
 - F. Road Right of Way Permits: **MOTION** by Anders/ DuPlayee to approve two permits: 1) TDS/West Shore Group to install a fiber drop at 4675 Meadowlark St. and 2) Alliant to install new gas and underground electric service at 2608 Gaston Rd. **MOTION CARRIED 5-0.**
- II. BUSINESS
 - A. Review April police activities: None of the deputies were present. The monthly report showed 108 calls for service and 27 citations issued in April. Comments that fewer speeding tickets were issued because people are not driving as much and deputies are not stopping as many due to COVID-19.
 - B. Discuss/Consider adoption of Resolution 2020-05-18 Revising 2020-21 Class B Liquor License Renewal Fee Due to the Covid-19 Pandemic: **MOTION** by Fonger/Williams to adopt Resolution 2020-05-18 as presented. **MOTION CARRIED 5-0.**

TOWN OF COTTAGE GROVE
PUBLIC HEARING AND TOWN BOARD MEETING
MAY 18, 2020

- C. Review and Approval/Denial of Developer's Satisfaction of Various Conditions of Approval for the Preliminary Plat of Kennedy Hills: Developer David Riesop, his representative David Dinkel and engineer Cleveland Gombar were present. Town Legal Counsel Connie Anderson and engineer Tom TeBeest attended virtually. Atty. Anderson had prepared a memo for the board outlining the outstanding issues (Attached as Appendix A).
- Intersection of Kennedy Road and County Highway BB. The developer has requested that the completion date for the intersection improvements be pushed back from August 2020 to August 2021. Anderson said it is strongly recommended that the developer be the one completing the improvements rather than the Town, and provided her recommended conditions should the Town Board agree to the postponement of the completion date. **MOTION** by Hampton/DuPlayee to accept the recommendation of legal counsel to approve changing the completion date of improvements to the intersection of Kennedy Road and County Highway BB to August 2021, to be effective (1) when County confirms its approval in writing; and, (2) when Developer signs Development Agreement approved by Town Board that specifies (i) the August 15, 2021 deadline, (ii) completion in accordance with County requirements and specifications (which need to be provided to Town Engineer), and (iii) security in a form and amount that will allow performance by the Town if the Developer fails to perform. **MOTION CARRIED 5-0.**
 - Temporary Cul-de Sacs: The Developer has proposed building temporary cul de sacs made of compacted sand, gravel and dirt and located outside the boundary of the plat for those roads that Developer plans to extend in the First Addition to Kennedy Hills. The timing for the First Addition to Kennedy Hills is dependent on market conditions. DGEMS Chief Eric Lang's approval letter for Kennedy Hills indicated that the temporary cul de sacs should be made of asphalt. Atty. Anderson added that since the cul de sacs would be outside of the plat, an easement document will be necessary. Hampton noted that the Viney subdivision has a temporary T-handled turnaround. Gombar said that the cul-de-sacs would be used by haul trucks for dirt pile access during construction of storm water facilities after the binder layer is put on the roads, and suggested that if a hard surface as required for the cul-de-sacs, it should be at a later point. Dinkel thought any paving of the temporary cul de sacs would be a waste of money because they would have to be torn up when construction of the first addition begins. He said there would be adequate stone base to support any load. Fonger did not see a need to pave them. TeBeest recommended that to be consistent with the Viney subdivision, he would accept a T-handled turnaround on Scenic Oak Drive and a paved cul-de-sac on Wood Ridge Trail, both with a minimum 2-inch binder layer until the future phase goes through. He recommended not putting any gravel on the road until dirt moving is complete so it wouldn't get contaminated with topsoil. To address concerns about sediment into the infiltration basin, TeBeest suggested holding off on the engineered fill until earth moving operations are complete, then going ahead with the base course of stone and the binder layer of asphalt before any homes are built. Hampton asked TeBeest if he would prefer to see the base sit over a winter before the binder coat is put upon? TeBeest answered that ideally he would like to see the binder set over a winter before the surface is put on. **MOTION** by Hampton/Williams to accept the Town Engineer's recommendation to require the temporary cul de sac on Wooded Ridge Trail to have binder put on the same time as it is put on the roads. A temporary T-handled turnaround would be allowed on Scenic Oak Drive, but it would also need the binder coat at the same time as the roads. **MOTION CARRIED 4-1** (Fonger opposed).

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- The Developer had provided the Village Action Report regarding approval under ETJ. **MOTION** by Hampton/DuPlayee to acknowledge Village ETJ approval. **MOTION CARRIED 5-0.**
- Developer Agreement: Atty. Anderson had provided a draft of the Developer Agreement to date, along with a list of open items that will be addressed once the Town Engineer submits his final report, which is pending additional information needed from the developer. No Town Board action is needed at this time.
- Easements and updated plat map: Atty Anderson noted that since Outlot #1 is larger and lots and open space are a bit smaller due to a larger area needed for storm water facilities than originally anticipated, revised preliminary plat pages need to be reviewed by the Town. Anderson stated that the submission from the developer marked 2020-03-03 Plat Sheets and Overlay does not satisfy the requirements of the preliminary plat approval as set forth in Town Board Resolution 2019-08-19. Specifically she recommended requiring the developer to provide the Town Clerk and the Town Engineer with updated **HARD COPIES** and electronic copies of the updated preliminary plat submission (including items such as contour maps, building envelopes and availability of septic field and alternate for each residential lot based on revised lot locations) consistent with the changes required by the County regarding the stormwater management facilities and the Town Engineer's comments on his letter that was incorporated in Town Board Resolution 2019-08-19. She further recommended requiring the developer to prepare and submit both **HARD COPIES** and electronic copies of the 2-page final plat to the Town Engineer and Town Clerk so that the Town Engineer can review same for consistency with the conditions of approval in Town Board Resolution 2019-08-19. Anderson also stated that she will draft separate easements/deed restrictions to be reviewed by the Town Board and the developer for: (1) the two temporary cul de sacs, (2) drainage easement along the northern boundary of Lot 10 and (3) Outlot 1 regarding stormwater management facilities. **MOTION** by Hampton/DuPlayee to acknowledge and concur with Town Legal Counsel and Town Engineer's position regarding that submission marked as 2020-03-03 Plat Sheets and Overlay is incomplete without information identified in recommendations above. **MOTION CARRIED 5-0.** **MOTION** by Hampton/Williams to require the Developer to satisfy the above recommendations of Legal Counsel prior to Town Board consideration of the final plat. **MOTION CARRIED 5-0.**
- Declaration of Covenants and Restrictions: Atty Anderson had provided the covenants as drafted by the developer. Dinkel had raised two questions:
 1. Aesthetics / architectural requirements related to 10% brick/stone: Atty. Anderson said if the developer had an alternative, it could certainly be considered, but she urged the Town Board not to allow the documents to be silent, which would provide no enforceable standard for any developer who might complete this project. Dinkel felt that good architectural design could substitute for this, and provided photos of homes in the Village of Deerfield as examples. He asked the developer be given architectural control as it is in his best interest to have an attractive development. Discussion was that the requirement should be consistent with the Viney subdivision (30%). Fonger thought 10% was enough. **MOTION** by DuPlayee/Anders to require 20% brick/stone on the front of each residence. **MOTION CARRIED 4-1** (Fonger opposed).

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2. 1500 square foot requirement: Dinkel said that size is the main function of cost, and the idea is to build this phase out quickly so the next phase can be opened. He estimated that a 1500 square foot home + lot would cost \$400,000. He felt his was too high of a standard and would scare buyers off. Discussion returned to keeping with the standards set for the Viney subdivision. TeBeest said those were 1700 square feet for single story, 2000 for 2 story, and 1700 for main floor of raised ranch, bi-level or tri-level. **MOTION** by Hampton/DuPlayee to approve minimums of 1500 square feet for single story, 1600 for 2 story, and 1600 for main 2 floors of raised ranch, bi-level or tri-level. **MOTION CARRIED 4-1** Anders opposed. Dinkel said the developer is fine with that.

- Stormwater Management Agreement: Atty. Anderson stated that this is between the developer and the County, the Town does not have any responsibility or enforcement other than the standards in the development agreement. No action is needed by the Town Board.
- TDR Documents: Dinkel said the developer is working with the County on the documents. Atty. Anderson noted that the TDR purchase agreements have expired. She emphasized that the Town needs a chance to review them BEFORE they are executed. No action is needed by the Town Board at this time.
- Erosion Control and Stormwater Facilities: Atty. Anderson stated that the County has indicated there will be approval of the plans once documents have been signed and surety is provided. TeBeest needs to review them and prepare his report for the next meeting. No action is needed by the Town Board at this time.

Atty. Anderson said that concludes the issues ready to address at this time. She will finalize the relevant documents for signatures and we will be ready to go once the remaining engineering materials are submitted. Hampton asked to include in the development agreement that construction by either the developer or the homeowners cannot start earlier than 7:00 A.M.

- D. Discuss/Consider an early start of approved stormwater plan and street grading for Kennedy Hills: TeBeest said that due to the number of outstanding items he would recommend not granting an early start until those things are in hand. Dinkel stated the developer is OK with targeting a start immediately following the June 1st meeting. **MOTION** by Williams/DuPlayee to table until June 1st. **MOTION CARRIED 5-0.**

Gombar questioned the requirement that plans for improvements to the County BB / Kennedy Road intersection be approved by the County before the Town signs off on the final plat or grants an early start. He does not see any way that will occur soon due to the review process required. So far he has submitted a schematic drawing, which the County has reviewed, but he estimated they are 5 plans away from an approved plan. Hampton said they have had a year to work this out with the County. The Town just wants to see what they are doing and The Town Engineer needs to review it. Gombar said he will send over what has been provided to the County so far and they will continue to work through it. (See motion related to this under the first bullet point in C. above.)

- E. Discuss/Consider quotes for 2020 re-paving and sealcoating projects: The following quotes were received:

TOWN OF COTTAGE GROVE
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| | Cost for all projects | |
|--------------------------|-----------------------|---------------|
| | Sealcoating | Re-Paving |
| Fahrner Asphalt | \$ 59,029.00 | |
| Payne & Dolan | | \$ 260,164.05 |
| Scott Construction, Inc. | \$ 59,030.00 | |
| Wolf Paving | | \$ 237,300.00 |

Dresen said Wolf Paving was the obvious choice for re-paving projects, and due to the total cost being considerably under budget, he suggested adding Pierce Road to the project list. Anders asked if any other roads could be better served but Dresen said the budget would only re-pave small portions of any other road that could use it. **MOTION** by Anders/Williams to accept Wolf Paving’s quote for re-paving, and add Pierce Road to the project list. **MOTION CARRIED 5-0.**

- A. Dresen recommended Fahrner Asphalt for sealcoating projects based on the poor condition or roads seal coated by Scott Construction last year. It was noted that Fahrner’s quote includes more material for essentially the same cost. **MOTION** by Fonger/DuPlayee to accept Fahrner Asphalt’s quote for re-paving, including sweeping for a total cost of \$60,551.00. **MOTION CARRIED 5-0.**
- B. Discuss/Consider quotes to outfit meeting room for virtual meetings: Three proposals were submitted.
 - Eric Muchka and Erin Tresner of Fearings were participating virtually to explain their quote. Their base quote included a wall-mounted 86” 4K display connected to a computer the Town would need to supply (the Clerk estimated a cost of \$500 based on her inquiry to Horstman IT), a camera on the North wall, with ceiling mounted microphones and speakers at a cost of \$14,964. Options included a second camera for \$1,889.47, a wireless connection option for \$1,170.98, a control panel for \$4,765.66 (table mounted) or \$4,503.62 (wall mounted), and a 98” display for \$4,454.50. The Town would need to subscribe to an online meeting service.
 - Cal Mazzara of Wisconsin Audio Video was also participating virtually. His quote included a 72” wall mounted display and computer, two wall-mounted cameras, ceiling mounted microphones and speakers, and a controller with monitor for \$30,243.76. The Town would need to subscribe to an online meeting service.
 - Gordon Flesch had submitted a quote for a Ricoh D7500 75” 4K multi-touch display suitable for computer connectivity and use as a white-board. The unit included a camera and microphone and could be on a stand or wall mounted (both at additional cost). Pricing was on a 60-month lease basis at \$300.40/month, plus \$99.00/month for proprietary a Virtual Meeting Room service.

Questions from the Board were regarding expected lifetime of the equipment and references. Responses were that newer technology is always coming out but the quoted equipment should function for many years. Muchka and Mazzara agreed to send references. **MOTION** by Williams/DuPlayee to table until June 1st. **MOTION CARRIED 5-0.**

- C. Discuss/Consider of CSM for C&L Investment Partnership, applicant, Larry Skaar, Landowner for land division under rezone petition #11512: **MOTION** by Hampton/Anders to approve the CSM identified as Office Map #90822CSM date stamped 03/06/20 by Dane County. **MOTION CARRIED 5-0.**

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- D. Discuss/Consider adoption of Ordinance 2020-05-18 revising TCG Chapter 06 – Emergency Government Operations: **MOTION** by Williams/DuPlayee to adopt Ordinance 2020-05-18 revising TCG Chapter 06 – Emergency Government Operation as presented. **MOTION CARRIED 5-0.**
 - E. Discuss/Consider waiving of interest and penalties on 2019 tax bills until October 1, 2020 as allowed by 2019 Wisconsin Act 185 and Dane County 2020 Res 020: Discussion was that the Town does not get the interest or penalties on real estate taxes, the County does. The Treasurer reported that there is only around \$200 in delinquent personal property taxes, which would not add up to much interest. **MOTION** by Anders/Williams directing the Clerk to draft a resolution based on the WTA’s model for adoption at the June 1st meeting. **MOTION CARRIED 5-0.**
 - F. Discuss/Consider attendees for DCTA virtual Annual meeting on May 20th: **MOTION** by Hampton/DuPlayee to allow for 4 attendees. **MOTION CARRIED 5-0.**
- III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported that the City of Mondovi bought the grader for \$51,000. Trees have been removed at the Hubred Ln/W. Jargo Rd. intersection, and culverts on W. Jargo Rd. will be replaced the week of Memorial Day. They are working on bucket patching the roads scheduled for sealcoating. The Village Public Works Director touched base about cooperatively re-paving Clark Street in 2021.
- IV. CLERK’S OFFICE UPDATE: The Clerk said we will need to consider when to re-open the office based on updated orders related to the COVID-19 pandemic. She said most people have been very understanding about the office closure and it has been a good opportunity to educate people about the resources available on the web site and facebook page.
- V. BOARD REPORTS AND COMMUNICATIONS:
- A. Hampton reported that stormwater control for the Village’s 5th addition to Westlawn failed under recent heavy rains and flooded adjacent Town properties. Hampton has been in contact with the Village President and Public Works Director and Jason Tuggle with Dane County.
 - B. Hampton shared a letter from Steven Walters at 4569 Kennedy Road asking where Town residents can take yard waste now that the County compost site is shut down. Board comments were that burning and home-composting are options.
 - C. Anders warned that the July bills from DaneCom will be higher than expected because Harris did not properly bill the County for the second half of 2019.
- VI. COMMITTEE REPORTS: None.
- VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 9:14 P.M.

Kim Banigan, Clerk
Approved 06-01-2020

TOWN OF COTTAGE GROVE

RESOLUTION 2020-05-18 REVISING 2020-21 CLASS B LIQUOR LICENSE RENEWAL FEE DUE TO THE COVID-19 PANDEMIC

WHEREAS, the Town Board wishes to establish revised renewal application fees for Class Liquor Licenses for the 2020-2021 license year in response to the COVID-19 pandemic,

NOW THEREFORE BE IT HEREBY RESOLVED THAT:
The Town Board imposes the following renewal application fees for Class B Beer and Class B Liquor Licenses:

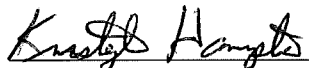
| | <u>Current Fee</u> | <u>2020-2021 Renewal Fee</u> |
|-----------------|--------------------|------------------------------|
| Class B Beer: | \$100.00 | \$100.00 (no change) |
| Class B Liquor: | \$500.00 | \$300.00 |

BE IT FURTHER RESOLVED THAT:

Renewal fees established above for Class B Liquor Licenses issued shall be effective only for the license year commencing after adoption of this resolution (2020-2021), and shall return to the current fees above unless there is subsequent resolution by the Town Board.

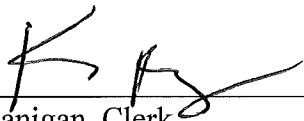
Adopted this 18th day of May, 2020 by a vote of 5 for and 0 against.

TOWN OF COTTAGE GROVE



Kristopher Hampton, Town Chair

ATTEST:



Kim Banigan, Clerk

AFFIDAVIT OF POSTING OF
TOWN OF COTTAGE GROVE RESOLUTION

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, Kim Banigan, Cottage Grove Town Clerk, being first duly sworn, on oath, state as follows:

On May 19, 2020 the following was duly posted on the Town of Cottage Grove's internet site and on the Cottage Grove Town Hall Bulletin board, all in accordance with TCG 25.01(4) and Wis. Stats., §60.80.

**TOWN BOARD RESOLUTION 2020-05-18
REVISING 2020-21 CLASS B LIQUOR LICENSE RENEWAL FEE
DUE TO COVID-19 PANDEMIC**



Kim Banigan, Town Clerk

Subscribed to and sworn before me
this 19th day of May, 2020.



Signature of Town Chair person

or

(print name)
Notary Public, State of Wisconsin
My Commission expires: _____

TOWN OF COTTAGE GROVE
PUBLIC HEARING AND TOWN BOARD MEETING
JUNE 1, 2020

PUBLIC HEARINGS FOR 2020-21 Alcohol Beverage License and Non-Metallic Mining Permit renewals

- I. Notice of the Alcohol Licensing public hearing was published in the legal section of the Wisconsin State Journal on May 27, 29 and 30th. Notice of both public hearings was posted at the Town Hall and on the Town's internet on May 30th. Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, and Highway Superintendent Dan Dresen.
- II. Hampton called the Public Hearings to order at 7:00 P.M. and asked if there were any public comments or questions regarding any of the applicants.
- III. Non-Metallic Mining Permit renewals: Christine Moerke, 2252 USH 12 & 18, voiced her concerns over a single wire fence recently erected outside the berm between her home and the mining site at 2294 US Hwy 12 & 18. She is worried that the fence is not visible and could pose a hazard to someone riding a bicycle. She also said that the fence and signs on it warning of an active mine detract from the value of her property, which she is trying to sell. The mining site operator told her the fence was required by the County. She then contacted Dan Everson at Dane County, who she said told her the fence did not need to be in that location, it could be around just the area being actively mined. Ms. Moerke wants the fence moved. She also complained that the trees required to be planted on top of the berm never fully grew in, and questioned when the effects of the mining site on the water table were last studied.

Mine Operator Wade Cattel joined the public hearing virtually and confirmed that the fence was put up in response to a requirement of the County, which also requires the signs. He said the trees on the berm are alive and growing, however, Moerke said they are not providing the protection they are supposed to be. Hampton asked Cattel to meet him at the site in the morning to view the fence.
- IV. There were no public concerns over 2020-21 Alcohol Beverage License Renewals.
- V. **MOTION** by DuPlayee/Anders to close the public hearing. **MOTION CARRIED 5-0.** The public hearing ended at 7:19 P.M.

TOWN BOARD MEETING

- I. ADMINISTRATIVE
 - A. Notice of the meeting was posted at the Town Hall and on the Town's internet site. Attendance was the same as for the public hearings above.
 - B. Hampton called the meeting to order at 7:19 P.M.
 - C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the Town Board meeting held on May 18, 2020 with a correction to the motion in item II E. and typos in the third bullet point under item II C. **MOTION CARRIED 5-0.**
- II. Finance Report and Approval of Bills:
 - A. **MOTION** by Hampton/DuPlayee to approve payment of bills corresponding to checks #33902-33917 and voiding check #33899 from Monona Bank as presented. **MOTION CARRIED 5-0.**
 - B. **MOTION** by Williams/DuPlayee to approve payment of May per diems as presented. **MOTION CARRIED 5-0.**

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- C. The Treasurer reported that while working from home due to schools being closed has worked well, she has made arrangements to allow her to work in the office on Tuesdays and Thursdays. She is hoping summer school will open in August.

III. Public Concerns: None.

IV. Road Right of Way Permits: **MOTION** by Anders/Williams to approve a permit for Wisconsin Power & Light/Intercon Construction to install new gas service at 2518 Bass Rd. **MOTION CARRIED 5-0.**

V. BUSINESS:

A. Discuss/Consider approval of July 1, 2020– June 30, 2021 Alcohol Beverage Licenses:

1. Combination Class B Beer and Class B Liquor Licenses: **MOTION** by Fonger/Williams to approve July 2020-June 2021 Class B Beer and Liquor Licenses for the following establishments, approved premises as described on the respective applications:

Ball of Fun, LLC, d.b.a. Doubleday's
Debra Stueber, Agent
4586 Baxter Road, Cottage Grove, WI 53527

Door Creek Golf Course, Inc.,
Phillip C. Frederickson, Agent
4321 Vilas Road, Cottage Grove, WI 53527

Nora's Tavern, Inc.
Timothy Kluever, Agent
1843 HWY 12 & 18, Deerfield, WI 53531

MOTION CARRIED 5-0.

2. Operators and Managers Licenses: The list of applicants is attached as Appendix A. A memo from the Clerk indicated no concerns over background checks of any of the applicants. Door Creek Golf Course has not submitted any applications yet. **MOTION** by DuPlayee/Williams to approve July 2020-June 2021 licenses for all operator's and manager's license applicants with applications currently filed. **MOTION CARRIED 5-0.**

B. Discuss/Consider approval of July 1, 2020– June 30, 2021 Non-metallic Mining Permits: **MOTION** by DuPlayee/Fonger to approve a July 2020-June 2021 Non-Metallic Mining permits, with the same conditions as the expiring license year, for:

Nonmetallic Mining Site: **2294 US Highway 12 & 18**

(both non-conforming area and area subject to Dane County CUP #2045)

Operator: Wade Cattell, Raymond P. Cattell, Inc., 2401 Vondron Road, Madison, WI 53718
Landowner: Rocky Rights LLC, 2401 Vondron Road, Madison, WI 53718

Nonmetallic Mining Site: **Gaston Road Quarry – 2543 Gaston Road**
(non-conforming site)

Operator: Brad Huston, R.G. Huston Company, Inc.
2561 Coffeytown Road, Cottage Grove, WI 53527

Landowner: Dale and Dwight Huston
2561 Coffeytown Road, Cottage Grove, WI 53527

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Nonmetallic Mining Site: **Skaar Pit – 3355 County Road N**
(Subject to Dane County CUP #2300)

Operator: Brad Huston, R.G. Huston Company, Inc.
2561 Coffeytown Road, Cottage Grove, WI 53527

Landowner: Skaar Pit, LLC
2561 Coffeytown Road, Cottage Grove, WI 53527

MOTION CARRIED 5-0.

- C. Update on repairs of the house at 2983 County Road BB: The property owner had send an email earlier today requesting an extension through the summer to complete the work, stating that his contractor has been unable to start due to COVID-19 and he cannot afford to do the work right now. Board members have observed progress on cleaning up the yard and repairing some windows. **MOTION** by Anders/DuPlayee to give him until July 1, 2020 to complete the repairs. **MOTION CARRIED 5-0.**
- D. Review of 2019 financial statements: Jeff Osvog from Johnson Block Company presented the 2019 Financial Highlights (Appendix B). He stated that Town's financial statements have once again earned his firm's unmodified opinion that they fairly represent the Town's position in all material respects. The required audit communication included the standard advice given to small municipalities regarding deficiencies of resources to prepare financial statements. Fonger took issue with this but Osvog said the audit firm is required by law to provide this advice. He then briefly discussed the following reports:
- A summarized balance sheet showed total assets of \$3,607,094, largely comprised of cash and investments and taxes receivable, and total liabilities at \$408,406 including \$282,632 in short-term notes payable. The Town's total fund balance of \$1,320,830 is divided into five classes: Non-spendable (prepaid expenses and non-current receivables), Restricted (by a third party), Committed (sick leave liability), Assigned (by the Town board), and Unassigned. The Unassigned balance is 33% of budgeted expenses for 2020, which exceeds the Town's policy of 20-25%.
 - A summarized income statement showed total revenues of \$2,544,916, which was about \$95,000 over budget. Total expenditures were \$2,940,475, which was about \$169,000 under budget. Net change in fund balance was \$219,197. General obligation debt totaled \$634,417, including \$612,000 borrowed in 2019 to improve North Star Road. The Town is at just 2.76% of its debt capacity.
 - Charts and graphs illustrated revenue and expenditure categories and trends over the period of 2015-2019.

2019 Revenues consisted of 61.1% taxes, 13.6% Intergovernmental, 10.1% Public Charges for Services, 6.5% Intergovernmental Charges for Services, 4.0% Licenses and Permits, 2.3% Investment Income, 1.3% Miscellaneous, 1.1% Fines, Forfeitures and Penalties.

Expenditures showed a spike for capital outlay in 2019 due to reconstruction of North Star Road. 2019 Expenditures consisted of 37.8% Public Works, 26.5% Public Safety, 24.9% Capital Outlay, 9.2% General Government, 0.9% Debt Service, 0.3% Culture, Recreation and Education and .2% each for Conservation and Development and Health and Human Services.

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- E. Discuss/consider quotes to outfit meeting room for virtual meetings (tabled from May 18th meeting): Hampton reported the results of his efforts to check references. The Clerk reported what she learned about the optional extras with the Fearing's quote, and recommended that if the Fearing's quote is accepted, the wireless presentation system be included. She did not think the other options were necessary at this time, and could be added later. Fonger did not think it was necessary to spend that kind of money, he had heard from virtual participants that the current system worked fine. Other discussion was that virtual meetings will continue to be necessary and there will be other benefits to having the large display. **MOTION** by Hampton/DuPlayee to accept the quote from Fearing's, including option #1 for the wireless presentation system, for a total cost of \$16,854.46, along with up to \$500.00 for a mini computer to go behind the display, all to come from Unassigned Funds. **MOTION CARRIED 4-1** (Fonger opposed).
- F. Discuss/consider budget line item for removal of trees at Jargo Road/Hubred Ln.: **MOTION** by Hampton/Fonger to use Unassigned Funds to cover the \$3,000 expense for the unplanned removal of the trees needed for replacement of a culvert. **MOTION CARRIED 5-0**
- G. Discuss/consider use for Routes for Recovery Grant funding: The Clerk provided a list of COVID-19 related expenses so far, and said staff will continue to track them. There is also a sub-grant for election related expenses and she will take advantage of any sanitation and PPE supplies offered by the State or County. The Treasurer suggested hand sanitizer stations in parks, but there was no interest in pursuing that. **MOTION** by Fonger/DuPlayee to file COVID-19 related expenses on the grant due dates. **MOTION CARRIED 5-0.**
- H. Discuss/consider adoption of Resolution 2020-06-01 Waiving Interest on Property Tax Payment Installments Due on Or After April 1, 2020. Fonger questioned what the end date for the waiver is, discussion was it is defined under Act 185. **MOTION** by Fonger/DuPlayee to adopt the resolution as presented. **MOTION CARRIED 5-0**
- I. Discuss/consider approval or request by UW Survey of The Health of Wisconsin (SHOW) and Department of Health Services to use the Town Hall as a COVID-19 antibody testing site: **MOTION** by Williams/DuPlayee to allow this use of the Town Hall for three rounds of testing as described in the request. They must use the South entrance and avoid court dates, and pay the incentive fee as offered in the request (\$1,000 per round of testing). **MOTION CARRIED 5-0.**
- J. Set date for Annual Town Meeting: **MOTION** by Fonger/DuPlayee to reschedule the Annual Town Meeting for Monday July 13th at 7:00 PM. **MOTION CARRIED 5-0.**
- K. Consider/adopt motion to move into closed session per Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session: boundary agreement discussion: **MOTION** by DuPlayee/Anders to move into closed session for the reason stated above. **MOTION CARRIED 5-0 by roll call vote.** The closed session began at 8:29 PM.
- L. Consider/adopt motion to reconvene to open session to take any action necessary from closed session: **MOTION** by DuPlayee/Anders to reconvene to open session. **MOTION CARRIED 5-0 by roll call vote.** The closed session ended at 8:35 PM and there was no resulting action taken.

VI. CLERK'S OFFICE UPDATE: None.

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VII. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: The culvert at W. Jargo and Hubred Lane has been replaced, and they have been busy bucket patching and mowing parks. Someone has been dumping yard clippings in ditches.

VIII. BOARD REPORTS AND COMMUNICATIONS: Hampton has plans to meet with the Town Engineer and Village Public Works Director tomorrow to review Village stormwater control measures/failures in the Sandpiper and Thrush Lane areas. Dresen shared photos showing water being pumped from a Village retention area into Town ditches.

IX. COMMITTEE REPORTS:

- A. Deer-Grove EMS Commission: Williams reported that Greg Frutiger is the new Commission Chair, and Hampton is secretary.
- B. Joint Town/Village Fire Department Committee: There will be unexpected expenses related to disposal of old pfas and acquiring new. Melissa Ratcliff is the new committee Chair, DuPlayee is Secretary.
- C. Plan Commission: Town Planner Mark Roffers will draft a resolution to recommend changes to the Comprehensive Plan for the Commission to consider in June.

X. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:47 P.M.

Kim Banigan, Clerk

Approved 06-15-2020

APPENDIX A
For approval 06-01-2020

2020-21 Operator's License Applicants

(Door Creek Golf Course has not submitted any applications yet)

| New/Renewal | Background | Servers Cert. | Full Name | Establishment |
|--------------------|-------------------|----------------------|----------------------|----------------------|
| Renewal | ok | yes | Bernadette L. Archer | Doubledays |
| Renewal | ok | yes | Becky J. Kratochwill | Doubledays |
| Renewal | ok | yes | Nancy A. Moen | Doubledays |
| Renewal | ok | yes | Mark A. Stueber | Doubledays |
| Renewal | ok | yes | Riva M. Stueber | Doubledays |
| Renewal | ok | yes | Brittany J. Calvert | Nora's Tavern |
| Renewal | ok | yes | Tammy L. Fuller | Nora's Tavern |
| Renewal | ok | yes | Michael J Imhoff | Nora's Tavern |
| Renewal | ok | yes | Jaimee L. Linnerud | Nora's Tavern |
| Renewal | ok | yes | Jason M. Schmidt | Nora's Tavern |
| Renewal | ok | yes | Michelle L. Shapiro | Nora's Tavern |
| Renewal | ok | yes | Jason M. Simle | Nora's Tavern |
| Renewal | ok | yes | Pamela J. Sines | Nora's Tavern |
| Renewal | ok | yes | Rebecca A. Slater | Nora's Tavern |
| Renewal | ok | yes | Alison M Viney | Nora's Tavern |
| Renewal | ok | yes | Marcia L. Wood | Nora's Tavern |

2020-21 Manager's License Applicants

(Door Creek Golf Course has not submitted any applications yet)

| New/Renewal | Background | Full Name | Establishment |
|--------------------|-------------------|-------------------|----------------------|
| Renewal | ok | Gary F. Stueber | Doubledays |
| Renewal | ok | Sheryl L. Kluever | Nora's Tavern |

APPENDIX B

TOWN OF COTTAGE GROVE
2019 FINANCIAL STATEMENT HIGHLIGHTS
For the Year Ended December 31, 2019

Presented By:



Certified Public Accountants
9701 Brader Way, Suite 202
Middleton, Wisconsin
(608) 274-2002
Fax: (608) 274-4320

2019 AUDIT OVERVIEW

Content of Audit Report

- Independent Auditor's Report – our report is unmodified
- Government-Wide Financial Statements
 - Report Governmental Activities
 - Full-accrual basis of accounting.
 - Governmental Fund Financial Statement identified below are converted
- Fund Financial Statements
 - Contains financial statements on individual funds
 - Governmental Funds – Measure resources available for current use. Funds include Major Funds (General Fund) and Non-Major Funds (Cemetery).
 - Fiduciary Funds – Custodial Fund for tax collections.
 - Major differences in accounting compared to government-wide financial statements:
 - Debt (Proceeds and Expenditures in governmental funds)
 - Capital Assets (Long-term Asset vs. Expenditure) and Depreciation Expense.
- Notes to the Financial statements
 - Contains Summary of Significant Accounting Policies
 - Footnotes related to Significant Financial Statement Accounts (Cash, Capital Assets, Debt, Pension)
- Required Supplementary Information (RSI) and Supplementary Information (SI)
 - Budget to Actual Comparison Schedules (General Fund)
 - Wisconsin Retirement System (WRS) Schedules

Other Reports

- Department of Revenue Municipal Financial Report – Form CT
 - Used to determine state shared revenues and state transportation aids
 - Required by DOR and DOT
 - Town prepared and submitted in 2019

Required Audit Communications to the Town Board

- Audit Matters Requiring Communication to the Governing Body
 - Standard communication that includes the list of audit adjustments proposed
- Significant Deficiencies-Required reporting on internal controls
 - Drafting of Financial Statements
 - Standard communication for small municipalities

TOWN OF COTTAGE GROVE
2019 Financial Statement Highlights

| | 2019 | 2018 |
|--|--------------|--------------|
| General Fund | | |
| Assets | | |
| Cash and Investments | \$ 2,704,583 | \$ 1,478,719 |
| Taxes Receivable | 845,557 | 1,789,247 |
| Other Assets | 56,954 | 45,586 |
| Total Assets | \$ 3,607,094 | \$ 3,313,552 |
| Liabilities | | |
| Accounts Payable | \$ 99,379 | \$ 116,650 |
| Accrued Liabilities | 26,445 | 23,571 |
| Short-Term Notes Payable | 282,632 | 282,362 |
| Total Liabilities | 408,456 | 422,583 |
| Deferred Inflows of Resources | | |
| 2019 Tax Levy - 2020 Revenue | 1,877,808 | 1,789,336 |
| Total Deferred Inflows of Resources | 1,877,808 | 1,789,336 |
| Fund Balance | | |
| Total Fund Balance | 1,320,830 | 1,101,633 |
| Total Liabilities, Deferred Inflows of Resources, and Fund Balance | \$ 3,607,094 | \$ 3,313,552 |
| Detail of General Fund Balance | | |
| Nonspendable | \$ 15,095 | \$ 10,561 |
| Restricted | 9,296 | 7,768 |
| Committed | 17,413 | 13,198 |
| Assigned | 187,531 | 120,442 |
| Unassigned | 1,091,495 | 949,664 |
| | \$ 1,320,830 | \$ 1,101,633 |

Unassigned Fund Balance is 33% of 2020 expenditures.

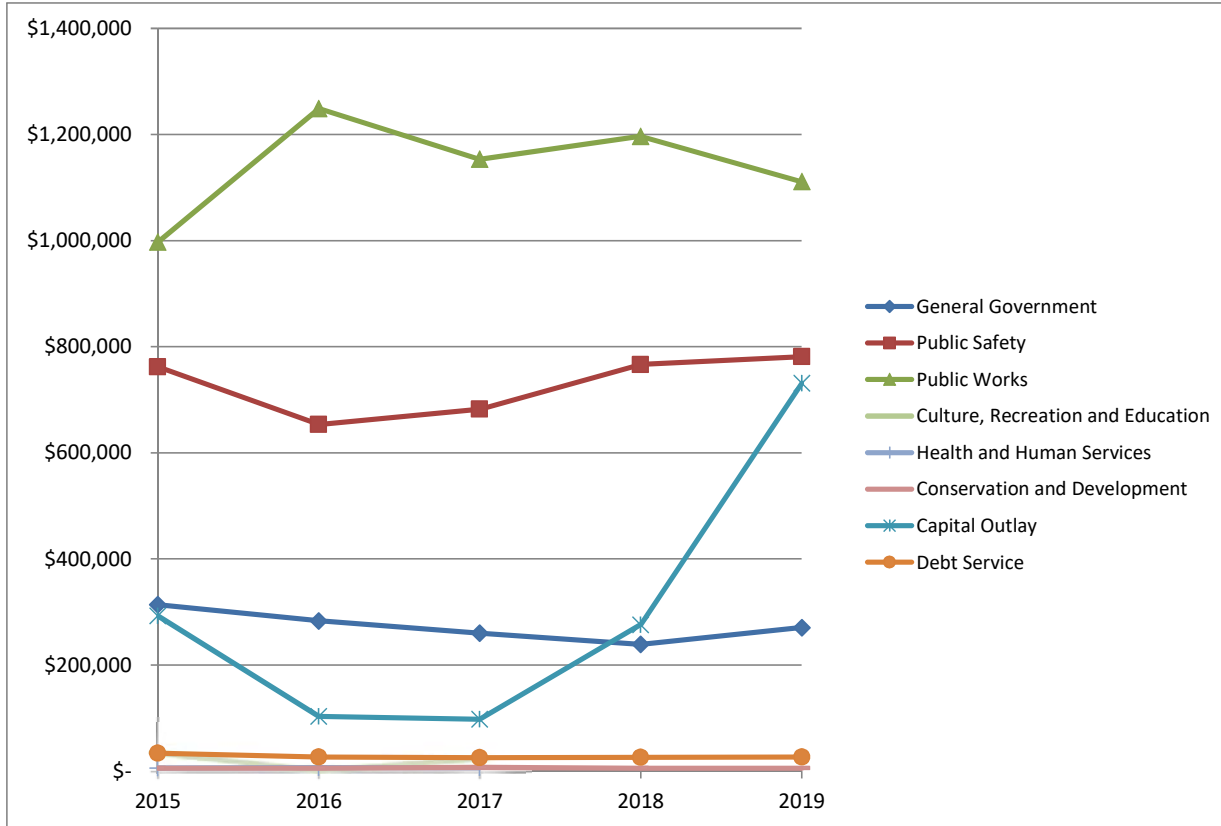
TOWN OF COTTAGE GROVE
2019 Financial Statement Highlights (Continued)

| Summarized Income Statement | 2019 Budget | 2019 Actual |
|------------------------------------|----------------|----------------|
| Revenues | \$ 2,449,206 | \$ 2,544,916 |
| Expenditures | 3,109,616 | 2,940,475 |
| Other financing sources (uses) | 616,000 | 614,756 |
| Net change in fund balance | \$ (44,410) | \$ 219,197 |

| General Obligation Debt | 2019 | 2018 |
|---|---------------|---------------|
| Outstanding Long-Term General Obligation (G.O.) Debt December 31 | \$ 634,417 | \$ 44,440 |
| Total G.O. Debt Capacity December 31 | \$ 23,015,540 | \$ 21,737,800 |
| % of Debt Capacity | 2.76% | 0.20% |

**TOWN OF COTTAGE GROVE
General Fund Expenditures**

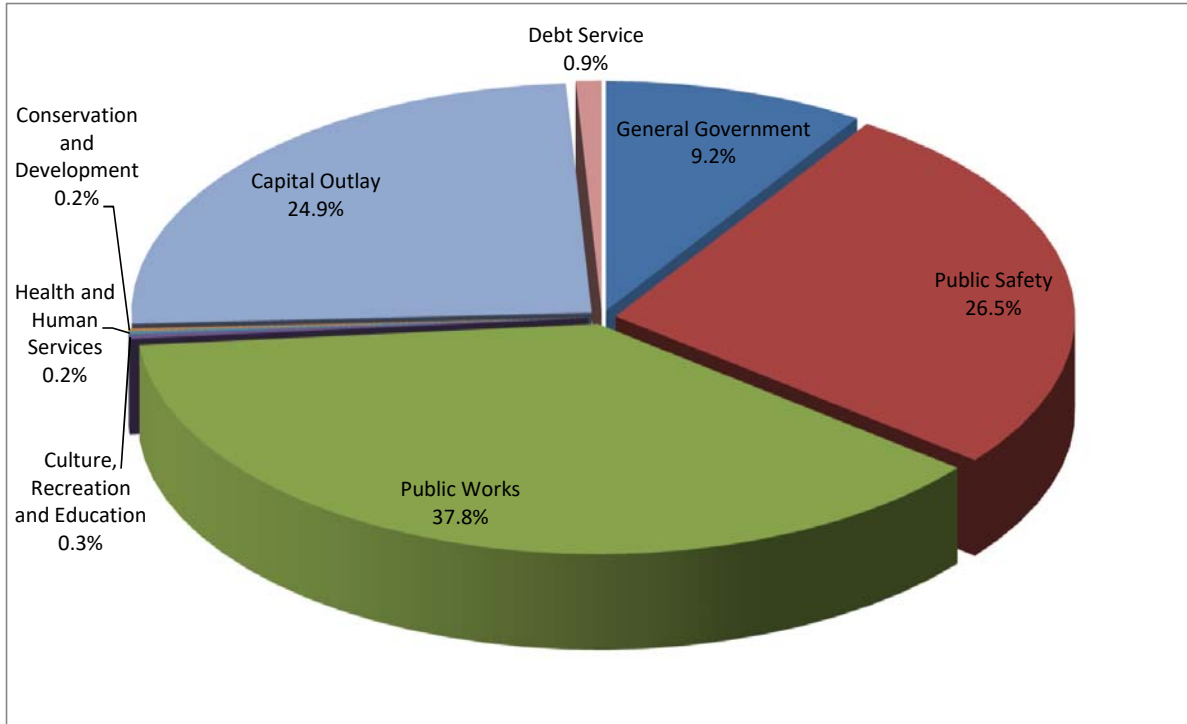
Actual 2015-2019



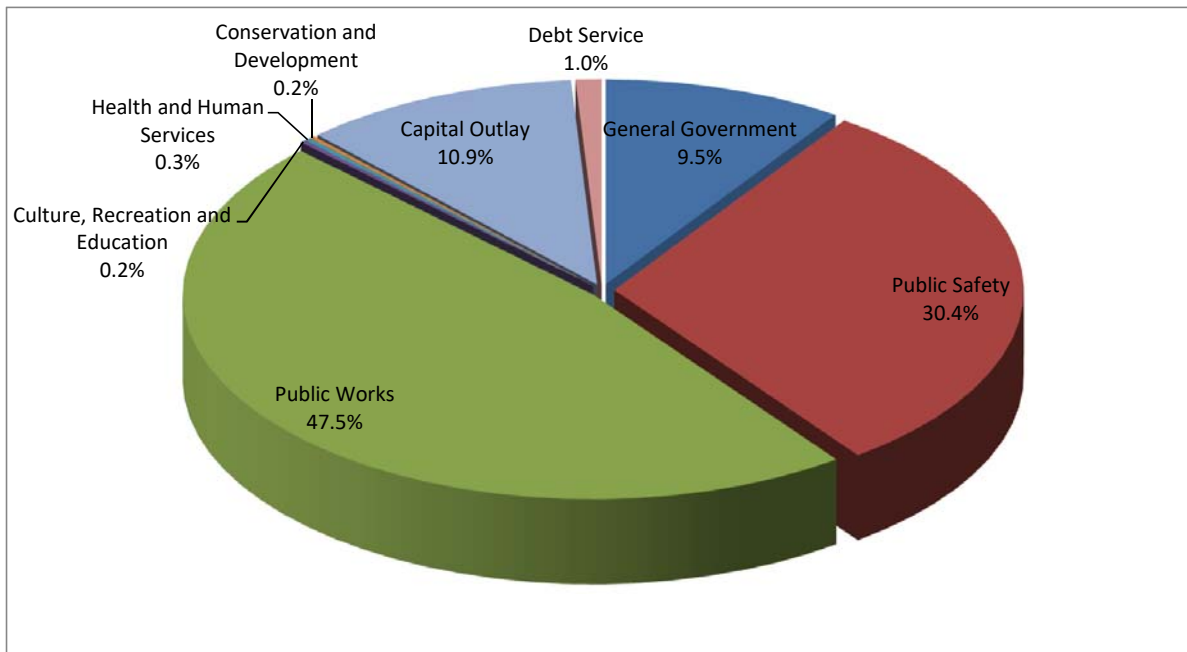
| | 2015 | 2016 | 2017 | 2018 | 2019 |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| General Government | \$ 313,407 | \$ 283,184 | \$ 259,859 | \$ 239,004 | \$ 270,487 |
| Public Safety | 762,078 | 653,493 | 681,956 | 766,187 | 780,943 |
| Public Works | 997,083 | 1,248,791 | 1,153,201 | 1,196,304 | 1,110,850 |
| Culture, Recreation and Education | 34,594 | 3,144 | 24,398 | 5,641 | 9,202 |
| Health and Human Services | 5,690 | 6,192 | 6,202 | 6,206 | 6,206 |
| Conservation and Development | 5,300 | 5,300 | 6,903 | 5,320 | 5,329 |
| Capital Outlay | 292,239 | 102,962 | 97,425 | 275,859 | 731,037 |
| Debt Service | 33,886 | 26,337 | 25,181 | 25,707 | 26,421 |
| Totals | \$ 2,444,277 | \$ 2,329,403 | \$ 2,255,125 | \$ 2,520,228 | \$ 2,940,475 |

TOWN OF COTTAGE GROVE

2019 General Fund Expenditures
Total Expenditures: \$2,940,475

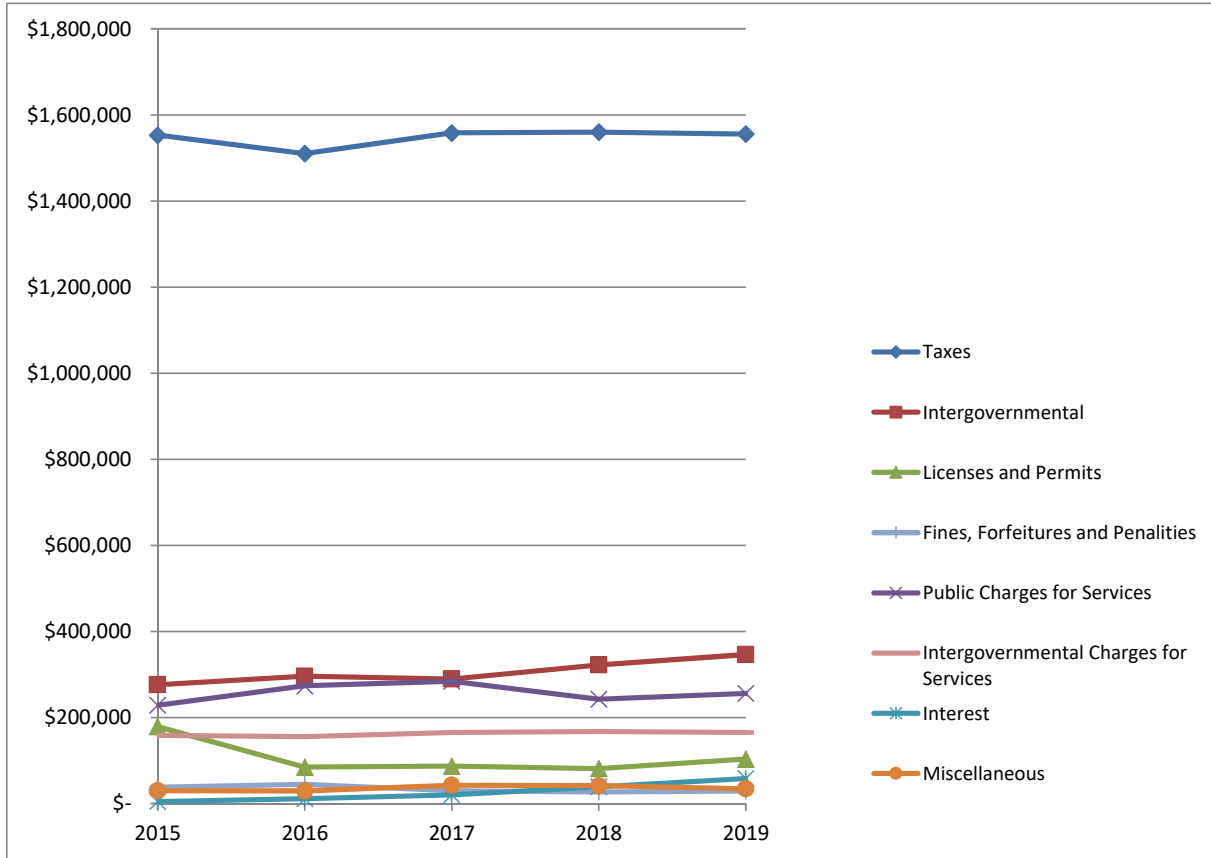


2018 General Fund Expenditures
Total Expenditures: \$2,520,228



**TOWN OF COTTAGE GROVE
General Fund Revenues**

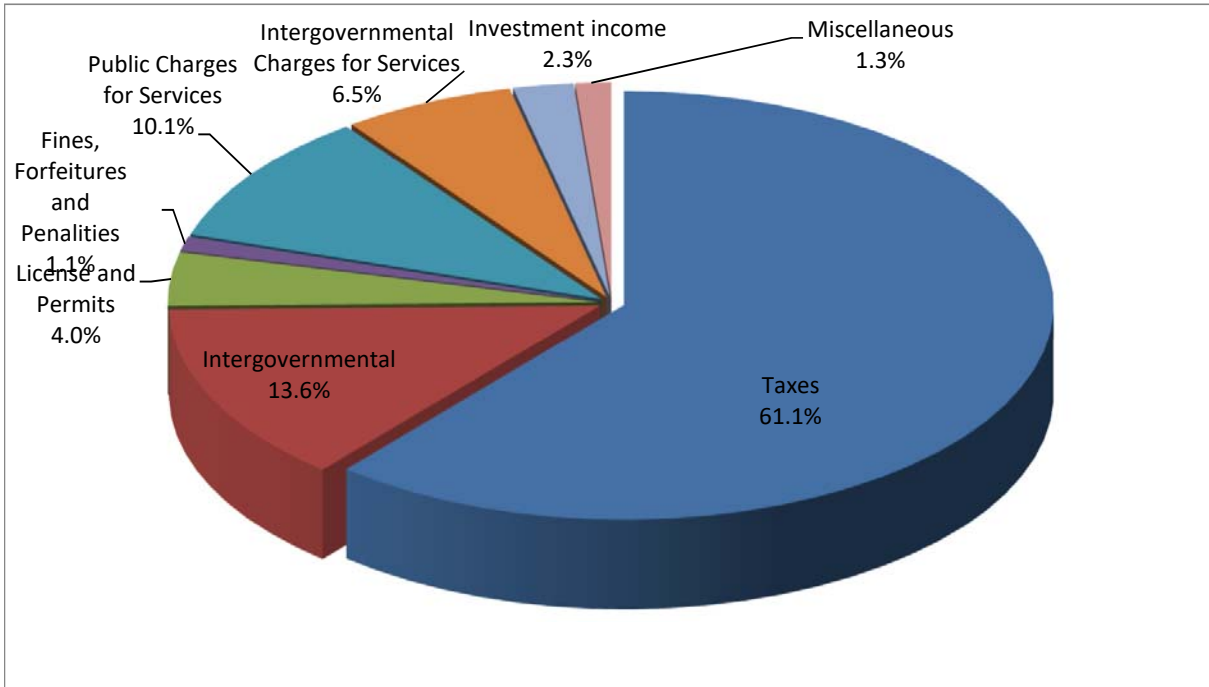
Actual 2015-2019



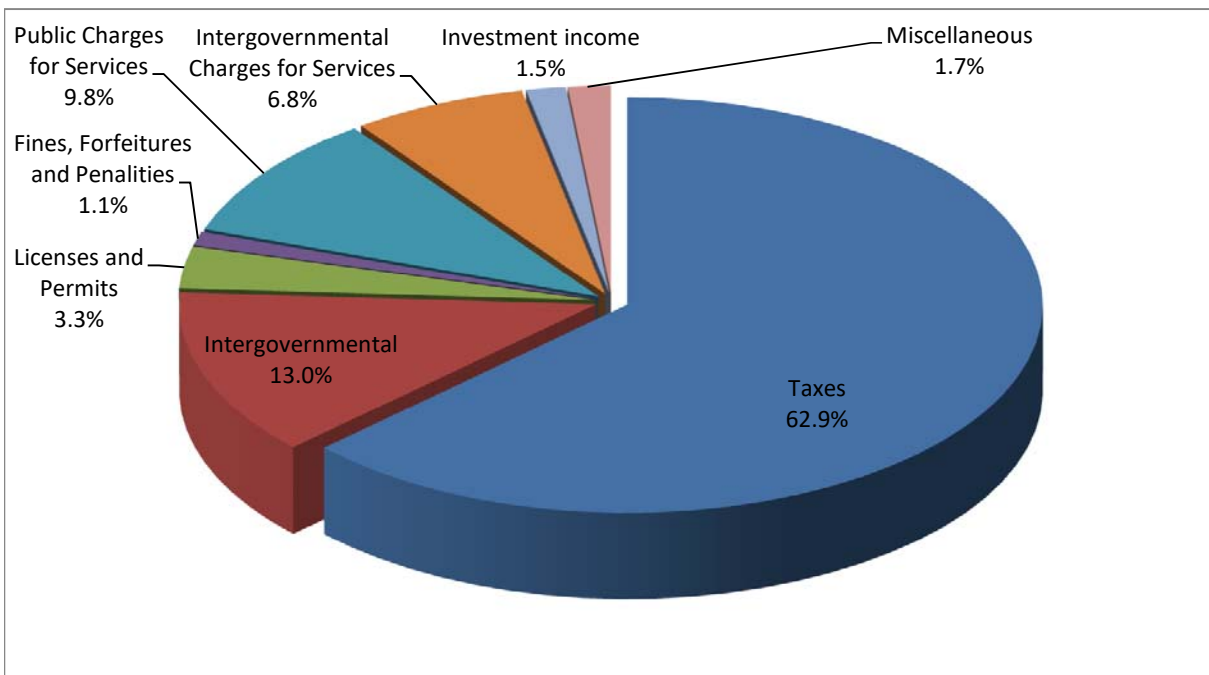
| | 2015 | 2016 | 2017 | 2018 | 2019 |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Taxes | \$ 1,552,498 | \$ 1,510,270 | \$ 1,557,765 | \$ 1,559,788 | \$ 1,555,439 |
| Intergovernmental | 275,907 | 295,389 | 289,300 | 321,552 | 346,035 |
| Licenses and Permits | 178,277 | 84,232 | 86,492 | 81,011 | 102,806 |
| Fines, Forfeitures and Penalties | 37,725 | 44,321 | 29,347 | 27,036 | 28,497 |
| Public Charges for Services | 228,561 | 273,016 | 283,833 | 242,150 | 255,655 |
| Intergovernmental Charges for Services | 158,437 | 155,472 | 164,464 | 167,516 | 164,620 |
| Interest | 4,307 | 11,058 | 19,969 | 38,284 | 57,670 |
| Miscellaneous | 29,717 | 29,286 | 42,518 | 41,197 | 34,194 |
| Totals | \$ 2,465,429 | \$ 2,403,044 | \$ 2,473,688 | \$ 2,478,534 | \$ 2,544,916 |

TOWN OF COTTAGE GROVE

2019 General Fund Revenues
Total Revenues: \$2,544,916

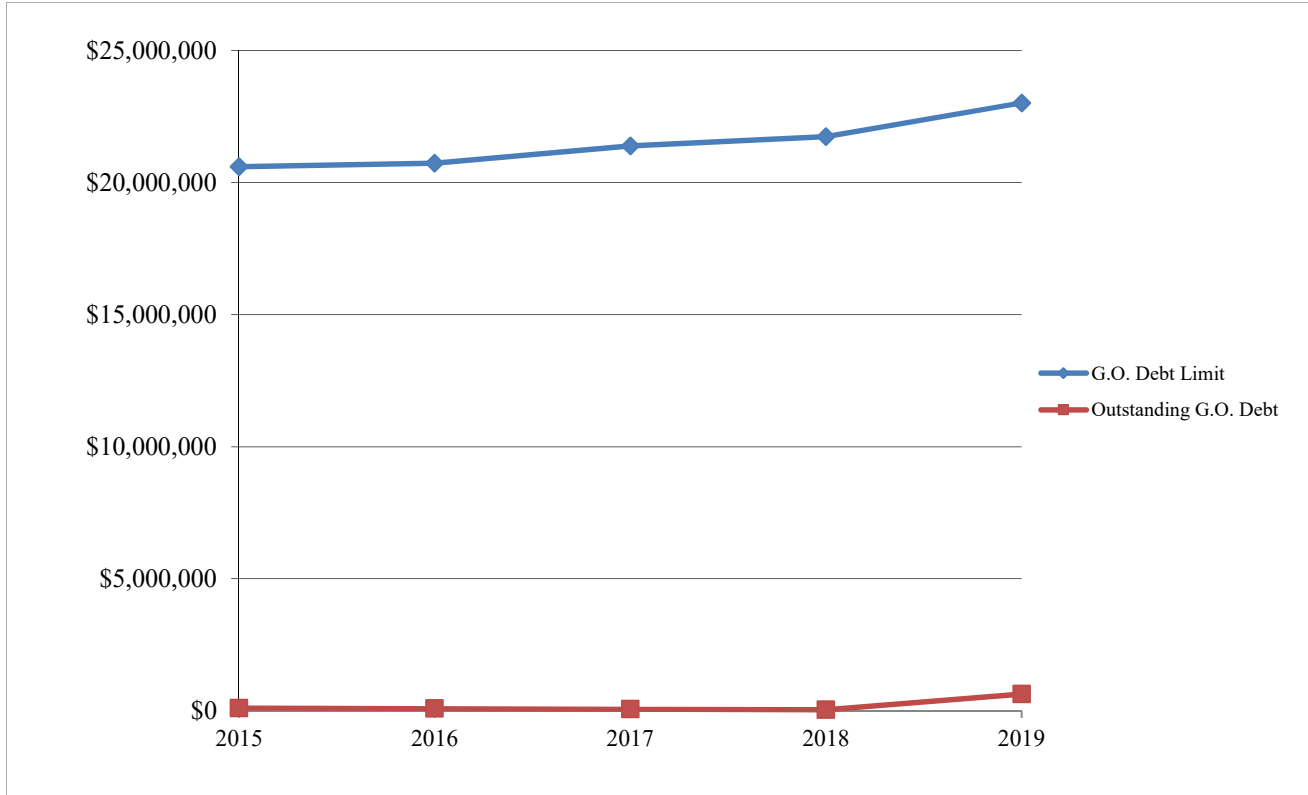


2018 General Fund Revenues
Total Revenues: \$2,478,534



TOWN OF COTTAGE GROVE

**G. O. Debt vs. Capacity
Actual 2015-2019**



| | 2015 | 2016 | 2017 | 2018 | 2019 |
|-----------------------|----------------|----------------|----------------|----------------|----------------|
| G.O. Debt Limit | \$ 20,602,715 | \$ 20,731,690 | \$ 21,390,310 | \$ 21,737,800 | \$ 23,015,540 |
| Outstanding G.O. Debt | 109,195 | 87,348 | 66,077 | 44,440 | 634,417 |
| Difference | \$ 20,493,520 | \$ 20,644,342 | \$ 21,324,233 | \$ 21,693,360 | \$ 22,381,123 |
| % Available | 99.47% | 99.58% | 99.69% | 99.80% | 97.24% |
| Equalized Value | \$ 412,054,300 | \$ 414,633,800 | \$ 427,806,200 | \$ 434,756,000 | \$ 460,310,800 |
| Growth | \$ 27,795,600 | \$ 2,579,500 | \$ 13,172,400 | \$ 6,949,800 | \$ 25,554,800 |
| % Growth | 7.23% | 0.63% | 3.18% | 1.62% | 5.88% |

TOWN OF COTTAGE GROVE

TOWN BOARD RESOLUTION 2020-06-01

Waiving Interest on Property Tax Payment Installments Due on or After April 1, 2020

WHEREAS, in December, 2019, a novel strain of coronavirus known as COVID-19 was detected, and COVID-19 has continued to spread throughout the world, including to the United States and the State of Wisconsin (“COVID-19 Pandemic”); and

WHEREAS, because of the COVID-19 Pandemic, on March 24, 2020, Secretary-designee Andrea Palm of the Wisconsin Department of Health Services issued Emergency Order #12, Safer at Home Order (“Safer at Home Order”) requiring that everyone in Wisconsin stay at their home or place of residence except in limited circumstances until April 24, 2020; and

WHEREAS, on April 16, 2020, Secretary-designee Palm extended the Safer at Home Order, with certain modifications, to May 26, 2020, pursuant to Emergency Order #28; and

WHEREAS, the federal, state, local and individual responses to the COVID-19 Pandemic and the uncertainty as to the effectiveness of those responses in mitigating the duration of the COVID-19 Pandemic have created economic hardship and uncertainty in the local business community, households throughout the community, and for every property taxpayer in the Town of Cottage Grove; and

WHEREAS, in response to the COVID-19 Pandemic, on April 15, 2020, the Wisconsin Legislature enacted 2019 Wisconsin Act 185 (“Act 185”), which Governor Evers signed on April 16, 2020; and

WHEREAS, Dane County Resolution 2020 RES 2020 (“The County Resolution”) enables, for purposes of Section 105(25) of Act 185, any taxation district in the County to waive interest and penalties on installment payments of property taxes due and payable after April 1, 2020, in a manner consistent with Act 185; and

WHEREAS, the plain language of Section 105(25) of Act 185 allows for either a general or a “case-by-case” finding of hardship to qualify for the above referenced waiver of interest and penalties; and

WHEREAS, The County Resolution authorizes the waiver of interest and penalties for all property taxpayers in the county on a finding of general hardship based upon current and anticipated economic conditions; and

WHEREAS, this Resolution is intended to be “similar” to The County Resolution for purposes of Section 105(25) of Act 185; and

WHEREAS, the interest rate on delinquent general property taxes, special charges, special assessments, and special taxes included in the tax roll for collection is 1.0% per month or fraction of a month pursuant to Wisconsin Statute § 74.47(1).

NOW THEREFORE BE IT RESOLVED that pursuant to Section 105(25) of Act 185, the Town/Village Board hereby finds and authorizes the following:

1. Because of the COVID-19 Pandemic, the various federal laws and regulations implemented as a result of the COVID-19 Pandemic, the various emergency orders and regulations implemented by state and local governments, and Act 185, the Town/Village Board finds that all property taxpayers are experiencing hardship as that term is used in Section 105(25) of Act 185.

2. The Town of Cottage Grove waives the interest that would otherwise accrue on late property tax installments due and payable after April 1, 2020 as provided in Section 105(25) of Act 185 and enabled by The County Resolution.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board and other appropriate public officers and agents of the Town of Cottage Grove with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Adopted this 1st day of June, 2020 by a vote of 5 in favor, 0 against and 0 abstaining.


Kris Hampton, Town Chair

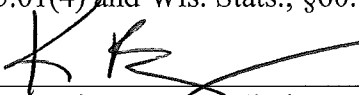
ATTEST:


Kim Banigan, Town Clerk

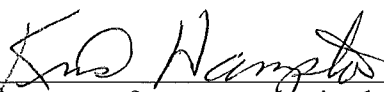
AFFIDAVIT OF POSTING OF TOWN OF COTTAGE GROVE RESOLUTION

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, Kim Banigan, Cottage Grove Town Clerk, being first duly sworn, on oath, state as follows:
On June 5, 2020 the above resolution was duly posted on the Town of Cottage Grove's internet site and on the Cottage Grove Town Hall Bulletin board, all in accordance with TCG §25.01(4) and Wis. Stats., §60.80.


Kim Banigan, Town Clerk

Subscribed and sworn to before me this 5th day of June, 2020


(Signature of person authorized to administer oaths)

My commission expires _____, or is permanent

Notary Public, or _____
Official title, if not a notary)

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JUNE 15, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, and Highway Superintendent Dan Dresen. Atty. William Cole was present virtually through item II B.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the Public Hearings and Town Board meeting, including closed session minutes from June 1, 2020, with an addition to the motion under item V. I. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 - 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33918-33945 from Monona Bank as presented. **MOTION CARRIED 5-0.**
 - 2. **MOTION** by Anders/DuPlayee to approve payment of \$2,341.25 to General Engineering for May building permits. **MOTION CARRIED 5-0.**
 - 3. The Treasurer asked that June per diem reports be submitted by July 1st.
- E. Public Concerns: None.
- F. Road Right of Way Permits: **MOTION** by Anders/Fonger to approve a permit for Alliant Energy/Intercon Construction to install new gas service at 2574 Gaston Road. **MOTION CARRIED 5-0.**

II. BUSINESS:

- A. Review May Police Activities: No Deputies were present. The monthly report showed 160 calls for service and 42 citations issued in May.
- B. Discuss/Consider adoption of Resolution 2020-06-15 Confirming Town's Intent to Participate in Negotiation and Arbitration Process for the Expansion of The Dane County Solid Waste Facility Located At 7102 U.S. Highways 12&18 in the City of Madison: **MOTION** by Williams/Fonger to adopt the resolution, filling in Kris Hampton as the appointee to the local negotiating committee. **MOTION CARRIED 5-0.** Atty. Cole said since the expansion is only upward, he did not expect a lot of issues for the Town. He mentioned possible additional traffic and dust/debris/odor from the higher elevations. Anders said the higher elevation could have an impact on daylight for homes in the area. It was questioned whether the compensation range should be extended compared to the current agreement to compensate for this. Julie Acker, 3725 County AB, said there are times the odor is so bad it comes into her house. The County offered to install extra filters but she was concerned about the additional electricity they would require. Comments were that the County needs to be looking now for a new site as the upward expansion would not buy that much time. Hampton said that Atty. Cole should attend negotiations as his legal advisor.
- C. Discuss/Consider approval of July 1, 2020– June 30, 2021 Operator's and Manager's licenses for Door Creek Golf Course: **MOTION** by DuPlayee/Fonger to approve 2020-21 Operator's and Manager's licenses for all of the applicants on the list attached as Exhibit A. **MOTION CARRIED 5-0.**

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JUNE 15, 2020

- D. Discuss/consider approval of a second driveway onto W. Jargo Road for 1825 Leon Ln.: Dresen said he has no concerns over a new driveway in the indicated location, there is already a gravel path there, they just need to install a culvert. **MOTION** by Fonger/Williams to approve the second driveway as requested. **MOTION CARRIED 5-0.**
- E. Discuss/Consider approval of CSM for 3190 CTH N: **MOTION** by DuPlayee/Anders to approve the CSM identified as FN 119.1147.3 dated 3/12/2020. **MOTION CARRIED 5-0.**
- F. Discuss/Consider approval of CSM for 3186 Kinney Rd.: Anders wanted a notation on the CSM to indicate that the lot could never be subdivided. **MOTION** by DuPlayee/Fonger to approve the CSM dated June 3, 2020 as presented. **MOTION CARRIED 4-1** (Anders opposed).
- G. Discuss/Consider election worker wages: The Clerk said that currently all election workers start at minimum wage with a \$0.50 increase for each year of service, capped at \$12.00 per hour. She suggested increasing the hourly rate to \$15.00 for Chief Inspectors and any Deputy Clerk performing election duties, to better compensate them for the extra responsibility. She also suggested that possibly a higher starting wage would attract more young election workers who may have childcare expenses, etc. **MOTION** by Fonger/Williams to increase the hourly wage for Chief Inspectors and any Deputy Clerk performing election duties to \$15.00. **MOTION CARRIED 5-0.**
- H. Discuss/Consider Revaluation Proposal Summary from Associated Appraisal Consultants: A revaluation proposal summary provided by Associated Appraisal Consultants offered a full revaluation at \$85,000 or an exterior revaluation at \$79,000, both in addition to the usual maintenance charge of \$9,100 for 2021, with a \$100 increase in subsequent years. Anders questioned why there is a maintenance charge in a revaluation year, the Clerk will check into it. **MOTION** by Fonger/Williams to have a full revaluation for the 2021 assessment year with work starting in 2020 so as to have an earlier Board of Review Date in 2021. Payment will be made from Unassigned Funds. **MOTION CARRIED 5-0.** The Clerk will ask Associate Appraisal to draft a formal contract for approval at the next meeting.
- I. Discuss whether to stay with temporary speed bumps or install permanent ones: Hampton said Town Engineer Thomas TeBeest estimated that permanent speed bumps would run about \$10,000 each. Dresen asked if the Board is opposed to stop signs, and Mark Kudrna, 4454 Baxter Road, said stop signs would accomplish the same thing without potentially damaging vehicles. Hampton said stop signs are not meant to control speed. Dresen said the temporary speed bumps they are using require new holes to be drilled every time they are moved or re-installed in the spring, which, even when refilled with tar, potentially compromise the road by allowing water and salt to penetrate it. Discussion was that of the two roads that currently have temporary speed bumps, Sandpiper would better lend itself to stop signs than Damascus would. Plans were made to put the topic of stop signs vs. permanent speed bumps on Sandpiper Trail on the agenda for July 6th, and put the general topic of speed bumps on the Annual Meeting agenda, with the Clerk providing notification through both the web site and Facebook.
- III. CLERK'S OFFICE UPDATE: Fearings estimated they are about 3 weeks out on installing the A/V system in the meeting room.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JUNE 15, 2020

- IV. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Bridge maintenance work began today, and milling and re-paving projects are set to start this week. They are about half done mowing ditches.
- V. BOARD REPORTS AND COMMUNICATIONS: Hampton reported that the A/C unit a Flynn Hall is leaking.
- VI. COMMITTEE REPORTS: None.
- VII. Adjournment: **MOTION** by DuPlayee/Anders to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:18P.M.

Kim Banigan, Clerk
Approved 07-06-2020

EXHIBIT A

For approval 06-15-2020

2020-21 Operator's License Applicants

| New/Renewal | Background | Servers Cert. | Full Name | Establishment |
|--------------------|-------------------|----------------------|---------------------|------------------------|
| Renewal | ok | yes | Bradley G. Bliss | Door Creek Golf Course |
| Renewal | ok | yes | Alexandra N. Counts | Door Creek Golf Course |
| New | ok | yes | Skyler M. Imhoff | Door Creek Golf Course |
| Renewal | ok | yes | Kendra L. Kreklow | Door Creek Golf Course |
| New | ok | yes | Marcella A Pasquesi | Door Creek Golf Course |

2020-21 Manager's License Applicants

| New/Renewal | Background | Full Name | Establishment |
|--------------------|-------------------|-----------------------|------------------------|
| Renewal | ok | Robert A. Purvis, Jr. | Door Creek Golf Course |

TOWN OF COTTAGE GROVE
BRIDGE REPLACEMENT OPERATIONAL PLANNING MEETING
JUNE 29, 2020

Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com. Town Chair Kris Hampton called the meeting to order at 7:02 P.M.

I. Introductions: Town Chair Kris Hampton, Supervisors Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, and Highway Superintendent Dan Dresen. David Pantzloff and Amanda Inman from Ayres Associates, Inc. also attended in person. Supervisor Steve Anders and WisDOT Project Manager Mark Westerveld attended virtually. Mike Fonger arrived at 7:13 P.M. Williams left at 8:30 P.M.

II. Project Background:

A. Contract scope: Reconstruction of Bridge 3625-00-02 on Uphoff Road over Koshkonong Creek and Bridge 3625-00-03 on Femrite Drive over Door Creek (all as one package for economy). Unique aspects include:

- Uphoff: Curve alignment, banked curve, trail proximity.
- Femrite: Marshy, and in the ETJ of the City of Madison.

B. Schedule:

- Engineering in 2020-21 with Plans, Specifications and Estimates completed by August of 2021, bid letting in December of 2021, construction in 2022. (See detailed agenda attached as Exhibit A for detailed milestones).
- Construction should be timed to minimize impact on school busses as much as possible, however strict schedules usually lead to higher bids. It generally takes 2 to 2 1/2 months to build a bridge like this, will take longer if the same contractor is building two at the same time.
- Organized users of the Glacial Drumlin Trail should be notified, although the trail itself will not be affected.

C. A Public Involvement Meeting will be held later this year or maybe even in January.

D. Funding: 80% State funding, with half of the Town's 20% back from the County if the Town so petitions (The following are slightly different from what was discussed at the meeting but were confirmed afterwards.)

- Uphoff State funding (Construction and Engineering) is capped at \$432,900.
- Femrite State funding (Construction and Engineering) is capped at \$341,880.

III. Key Considerations

A. Utilities:

- Uphoff: fiber optic lines along trail that should not be disturbed, Alliant will need to move a pole that is in the road right-of-way. (Ayres spoke with Alliant after the meeting and the line through the project area is fed from both directions and can therefore be de-energized during construction. It is likely the pole will not need to be moved due to construction.)
- Femrite: Possible Alliant underground electric. This is still being coordinated.

IV. DNR Concerns

- "Fish Window" in spring will need to be observed.
- Ownership of the intersecting right-of-way with Uphoff Road and the Glacial Drumlin Trail is unknown. There may be a need to attain ROW from the DNR.

TOWN OF COTTAGE GROVE
BRIDGE REPLACEMENT OPERATIONAL PLANNING MEETING
JUNE 29, 2020

- See Exhibit A for other concerns noted on the detailed agenda but not discussed at the meeting.

V. Hydraulics:

- A. Uphoff: 100-year storm flow is 1200 cubic ft./sec, 2-year storm flow is 616 cubic ft./sec. The 100-year storm velocity with the existing bridge is 7 feet/second in a 100-year storm, the proposed bridge would be 5.8 ft/sec due to the wider opening, which means less erosion on the shoreline or on the bridge. There is 4.7 feet of navigational clearance on the current bridge, the new bridge would have an increased clearance to 6.3'.
- B. Femrite: 100-year storm flow is 1494 cubic ft./sec., 2-year storm flow is 200 cubic ft/sec, so it is very flashy. Velocity in a 100-year storm are 1.65/second with the existing bridge, would be similar at 1.59 feet/second with the new bridge. Navigational clearance would be increase by 1.6' to 6'.

VI. Roadway and Structure

A. Uphoff:

- Single-span concrete flat slab bridge, 30' wide with 260' project length - See Exhibit A for specifications. Approaches will exceed the 100' limit (50' on either side of bridge) so an approach length justification will be needed. The existing bridge is 28.7' wide. Westerveld said the approved width is 29'. He said the bottom line to whether the Town could be stuck with the cost of the additional foot of bridge depends on whether or not the project comes under or over the funded cost and change management is needed. Submittal of the approach length justification could trigger that closer scrutiny of the project details.
- Average Daily Traffic (ADT) is 50 cars per day. A guardrail would be required for 400 or more. Existing guardrail is the rail on the bridge with 20' additional on each end. Since guardrails are not required with the new bridge, the cost would be on the Town. The minimum length is approx. 90 feet off either end of the bridge, at an estimated cost of \$30,000. Consensus was to NOT install a guardrail. Pantzlaff said once the project is complete, the Town could attach beam guard at a later time.
- The superelevation (tilting of road at curve) matches the current design at 2 feet from one side to the other (.06). The purpose of it is to increase design speed (this bridge has a 25-mph design speed). Pantzlaff asked if the tilt has caused any problems, consensus was that it has not.
- Depending on what type of railing is put on, salt may deteriorate concrete. DOT has been recommending a concrete parapet which may create a "widow maker". Pantzlaff also suggested an open railing with inexpensive aluminum flashing to direct water away from the bridge. Consensus was to specify the flashing be put on the downstream side.
- In the absence of a posted speed limit, state statute says the road has a 55 mph speed limit. With a 25-mph design, generally advisory speed signs are required when more than 15 mph less than the speed limit. Westerveld said signage would not be necessary for this short of a bridge, however the Town could decide to sign it and even submit the cost along with the project if the project comes in under the SMA.
- The cost of any right-of-way acquisition would be entirely the Town's. Westerveld can provide a list of accredited acquisition agents. A fee title acquisition may be needed for this bridge.

TOWN OF COTTAGE GROVE
BRIDGE REPLACEMENT OPERATIONAL PLANNING MEETING
JUNE 29, 2020

- The slab bridge with no beams underneath allows an additional 1.5 feet of clearance.
- Dry hydrant will be a non-participating item. The Town will need to supply materials, the contractor can install it at the Town's expense.

B. Femrite:

- Two alternatives were presented: A 150-foot-long project with a box beam bridge and a 400-foot-long project with a slab bridge. (See Exhibit A for specifications). The slab bridge alternative is slightly lower in cost even with the additional roadway reconstruction.
- Both would be 4" of asphalt over 8" of base, however discussion was to use 12" of base. It was noted that Femrite Drive used to be a state highway, so there is concrete underneath the asphalt.
- Temporary Limited Easements (TLE) may be needed. With the shorter option, more right of way may be needed for marsh excavation.
- Bridge width for both options is 28' (current bridge is 26.3').
- Shorter option would have 35 mph design speed.
- Longer option would have 25 mph design speed.
- Since ADT is 435, guardrail will probably be required and funded.
- The longer option has a higher profile to accommodate flooding and a longer anticipated lifetime. Pantzlaff believed the City of Madison would prefer the longer option due to it being a higher quality bridge. Madison should be consulted before the Public Involvement meeting. If they want anything beyond what is funded, they will need to pay for it.
- The let total of both options exceeds SMA, so change management will most likely be required.
- Consensus indicated a preference for the slab bridge due to the higher clearance and open railing with flashing.
- While the design speed of the profile within the project area is 25mph-35mph (depending on the alternative), the Town confirmed the roadway speed limit is 45 mph. Therefore, 45 mph will be used when designing the length of need for guardrail.
- Inman asked Westerveld if the DOT would have heartburn over choosing the longer bridge. Westerveld said an approach length justification would be required, but since the cost of the two alternatives is so close, he would assume it would be OK, although the DOT scrutinization is unpredictable.
- There is a tree in the right-of-way that would be removed.

C. Other notes:

- The Town is not interested in salvaging the old beams.
- Dresen will erect signs to indicate work in progress.
- Payment schedule can be discussed at the next meeting.

VII. Adjournment: **MOTION** by DuPlayee/Fonger to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:45 P.M.

Kim Banigan, Clerk
Approved 07/20/2020

ID 3625-00-02

Uphoff Road over Koshonong Creek

Town of Cottage Grove, Dane County

Operational Planning Meeting Agenda

ID 3625-00-03

Femrite Drive over Door Creek

Meeting Date & Time:

Monday, June 29, 2020 @ 7:00pm

Call-in Number: (872) 240-3412

Access Code: 535-400-381

Meeting Minutes in RED

Location:

Cottage Grove Town Hall, 4058 County Road N, Cottage Grove, WI 53527

Attendees: See Sign-In Sheet

A. Introductions

B. Project Background

a) Contract scope

b) Schedule

i) Current milestones: 08/2021 PS&E, 12/2021 Letting

(1) Environmental Doc signed = 11/2020

(2) DSR signed = 01/2021

(3) Plat/Real Estate = 02/2021 (completed 4 months = 06/2021)

(4) Draft PS&E submitted = 06/2021

(5) Final PS&E submitted = 08/2021

(6) **Construction to take 4 months; prefer to start with Uphoff (confirm at PIM). Both bridges closed at the same time.**

ii) School buses or farming an issue?

iii) Soil borings to be done following OPM, then 30% plans September 2020

iv) PIM anticipated in October 2020 (Ad to go in WI State Journal)

c) Funding

i) Uphoff: State funding limited to \$390,000, not incl. E&C (\$487,500 LET cost); **not over SMA limit**

ii) Femrite: State funding limited to \$308,000, not incl. E&C (\$385,000 LET cost); **over SMA limit**

C. Key Considerations

a) Utilities

i) Uphoff: Both CenturyLink and Sprint have fiber optic lines along the Glacial Drumlin Trail, and Sprint might also have lines attached to the existing bridge. An overhead line also follows the roadway on the south side. Coordination will continue to determine which lines are impacted, if any.

ii) Femrite: No utilities marked, but Alliant might have underground electric in the area

- b) DNR Concerns
 - i) Presume a fish window in the spring (request initial comments after OPM)
 - ii) Migratory birds – winter letting means contractor responsible for netting
 - iii) Presume no Northern Long-eared Bat or Bumblebee concerns
 - iv) DNR possibly owns the intersecting r/w with Uphoff and the Glacial Drumlin Trail. If so, we would need some r/w take to construct the end of the project.
- c) Roadway and Structure
 - i) Uphoff Rd
 - (1) Alternative A: Single-span concrete flat slab bridge on 5-foot tall sill type (A1) concrete abutments
 - (a) Bridge length = 45'
 - (b) At-grade profile
 - (c) Project length = 260'
 - (d) 15-degree skewed abutments
 - (e) Straight-back wing walls
 - (f) 25 mph design speed (matches existing)
 - (g) Superelevated
 - (h) Low proposed ADT so no guardrail shown, though always recommended for safety
 - (i) TLE right-of-way take likely
 - (2) Add a dry hydrant. Contact Nick Archabald (Fire Chief) at 608-577-8169 to coordinate.
 - (3) 10' lanes, 2' shoulders, 4" asphaltic surface over 8" BAD 1¼-Inch
 - (4) Match existing superelevation (appears to be approx. 0.06)
 - (5) Ayres to check with DNR on minimum allowable navigational clearance (5', existing, or other?)
 - (6) SMA for Uphoff approved 29' bridge clear width; existing = 28.7'; traffic volume requires 24'
 - (7) Use open railing for bridge - Add drip edge to bridge
 - (8) Advisory speed signing not needed (but would be funded if added)
 - ii) Femrite Drive
 - (1) Alternative A: Single-span concrete box beam bridge on 5-foot tall (A5) concrete abutments
 - (a) Bridge length = 38'
 - (b) At-grade profile
 - (c) Project length = 150'
 - (d) 15-degree skewed abutments
 - (e) Angled wing walls
 - (f) 35 mph design speed (matches existing)
 - (g) Normal crown (2% cross slope)
 - (h) No guardrail shown to show minimal design
 - (i) TLE right-of-way take likely

(2) Alternative B: Single-span concrete flat slab bridge on 5-foot tall (A5) concrete abutments

PREFERRED ALTERNATIVE (less costly and better bridge)

- (a) Bridge length = 38'
- (b) Raised profile
- (c) Project length = 400'
- (d) 15-degree skewed abutments
- (e) Angled wing walls
- (f) 25 mph design speed
- (g) Normal crown (2% cross slope)
- (h) 55 mph guardrail shown to show max. design
- (i) TLE right-of-way take likely

(3) Town confirmed speed limit on Femrite is 45 mph (Ayres to revise guardrail length)

(4) Town prefers 4" asphaltic pavement over 12" gravel (6" BAD 1¼-Inch, 6" BAD 3-Inch)

(5) Town said there is concrete under the existing asphalt pavement

(6) Ayres will add geogrid to the project to mitigate any marshy soils

(7) Use open railing for bridge – Add drip edge to bridge

(8) Existing bridge roadway width = 26.3'; Traffic volume requires 28'

Notes/Discussion Items:

- Traffic Counts:
 - i) Uphoff Road: current ADT for the project is 50 veh/day. Design ADT is 55 veh/day.
 - ii) Femrite Drive: current ADT for the project is 435 veh/day. Design ADT is 480 veh/day.
- Verify flood history and floating debris
 - i) **Uphoff: Debris exists; model reasonable**
 - ii) **Femrite: No debris; model reasonable**
- Need contact for traffic control during borings **Dan Dresen, 608-516-5208, publicworks@towncg.net**
- Specific construction schedule to aim for (avoid planting/harvesting, school, etc)? **No specific schedule but note special races/events along the bike path during the summer (ex: Hot to Trot, Parkinson's run). Be sure contractor is aware of the events and keeps the path open.**
- **Do not need to salvage existing guardrail**
- **WisDOT to send list of real estate acquisition firms to Town**
- **Ayres to contact City of Madison re: Extra Territorial Jurisdiction and what design requirements they might require.**

Project Cost Table

ID 3625-00-02

Uphoff Road over Koshongong Creek

Dane County



6/29/2020

| | Alternative A - Slab Bridge | |
|--|------------------------------------|---|
| Project Length | 260 feet | |
| Approach Length | 215 feet | |
| Design Speed | 25 MPH | |
| Bridge Type | Single-Span Concrete Flat Slab | |
| Estimated Construction Costs: | | |
| Bridge Removal | \$ | 20,000 |
| Structure | \$ | 290,000 |
| Roadway | \$ | 100,000 |
| Mobilization (10%) | \$ | 41,000 |
| LET Total (without CE&C) | \$ | 451,000 |
| Construction Engineering & Contingency | \$ | 68,000 |
| Construction Total | \$ | 519,000 |
| State Cost (80% Construction Total) | \$ | 415,200 |
| Local Cost (20% + Over Limit) | \$ | \$103,800 90,200 |

← Less than \$448,500, so still under the limit

Note: - Conceptual cost estimates only.

- Costs do not include inflation.
- Maximum funding limit per SMA = \$448,500.00 (State limit, with E&C)
- Assumes 80% federal share applicable to all costs except right-of-way and compensable
- Funding participation for approaches beyond 100 feet is subject to WisDOT approval.

GENERAL NOTES

NOTIFY DIGGERS HOTLINE AND AFFECTED UTILITIES PRIOR TO THE START OF WORK. ANY UTILITY WHICH IS NOT A MEMBER OF DIGGERS HOTLINE MUST BE CONTACTED SEPARATELY.

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ASPHALT LAYERS:
-UPPER: 1.75-INCH
-LOWER: 2.25-INCH

ABBREVIATIONS

| | |
|--------|------------------------------------|
| A.D.T. | AVERAGE DAILY TRAFFIC |
| ATMS | ARTERIAL TRAFFIC MANAGEMENT SYSTEM |
| BM | BENCHMARK |
| BOC | BACK OF CURB |
| BTWN | BETWEEN |
| C&G | CURB AND GUTTER |
| C.E. | COMMERCIAL ENTRANCE |
| CONST | CONSTRUCTION |
| CP | CONTROL POINT |
| CTR. | CENTER |
| D.D. | DIRECTIONAL DISTRIBUTION |
| D.H.T. | DESIGN HOURLY VOLUME |
| DMS | DYNAMIC MESSAGE SIGN |
| EB | EASTBOUND |
| EXIST | EXISTING |
| GALV. | GALVANIZED |
| HMA | HOT MIX ASPHALT |
| H.S. | HIGH STRENGTH |
| ITS | INTELLIGENT TRAFFIC SYSTEM |
| MAX | MAXIMUM |
| MIN | MINIMUM |
| NB | NORTHBOUND |
| NOR | NORMAL |
| PC | POINT OF CURVATURE |
| PCC | POINT OF COMMON CURVATURE |
| PGL | PROFILE GRADE LINE |
| PI | POINT OF INTERSECTION |
| PRC | POINT OF REVERSE CURVATURE |
| PT | POINT OF TANGENCY |
| PVT | PAVEMENT |
| R/L | REFERENCE LINE |
| REQ'D | REQUIRED |
| SB | SOUTHBOUND |
| SYM | SYMMETRICAL |
| T. | PERCENT TRUCKS |
| TCC | TRAFFIC CONDITION CAMERA |
| TYP | TYPICAL |
| VAR | VARIABLE |
| WB | WESTBOUND |
| Wt. | WEIGHT |
| X-WALK | CROSS WALK |

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DESIGNER
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AYRES ASSOCIATES
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MADISON, WI 53718
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E: INMANA@AYRESASSOCIATES.COM

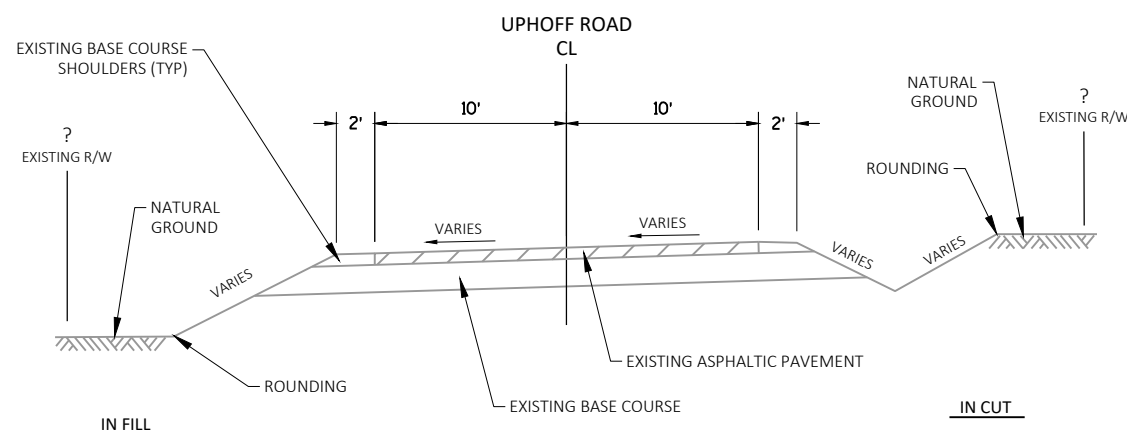
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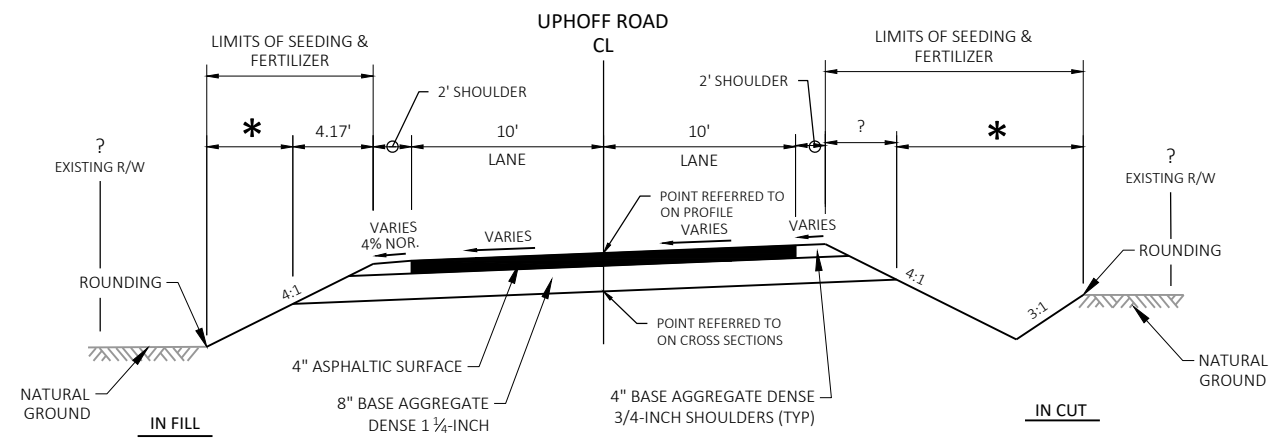
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** DENOTES UTILITIES THAT ARE NOT DIGGERS HOTLINE MEMBERS



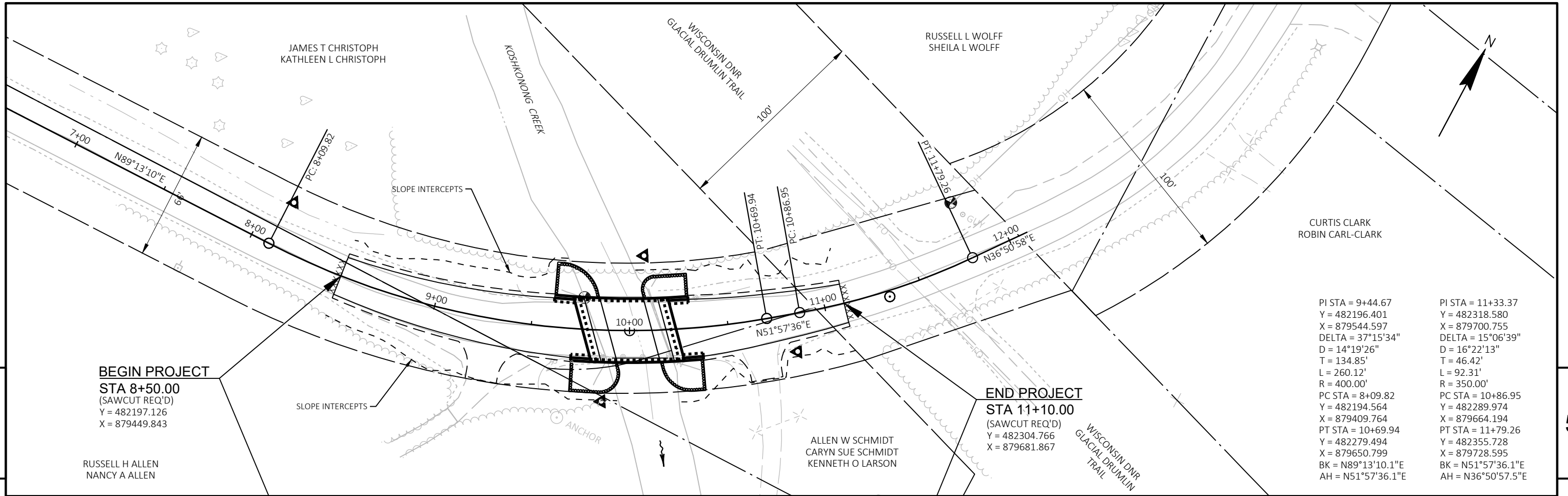
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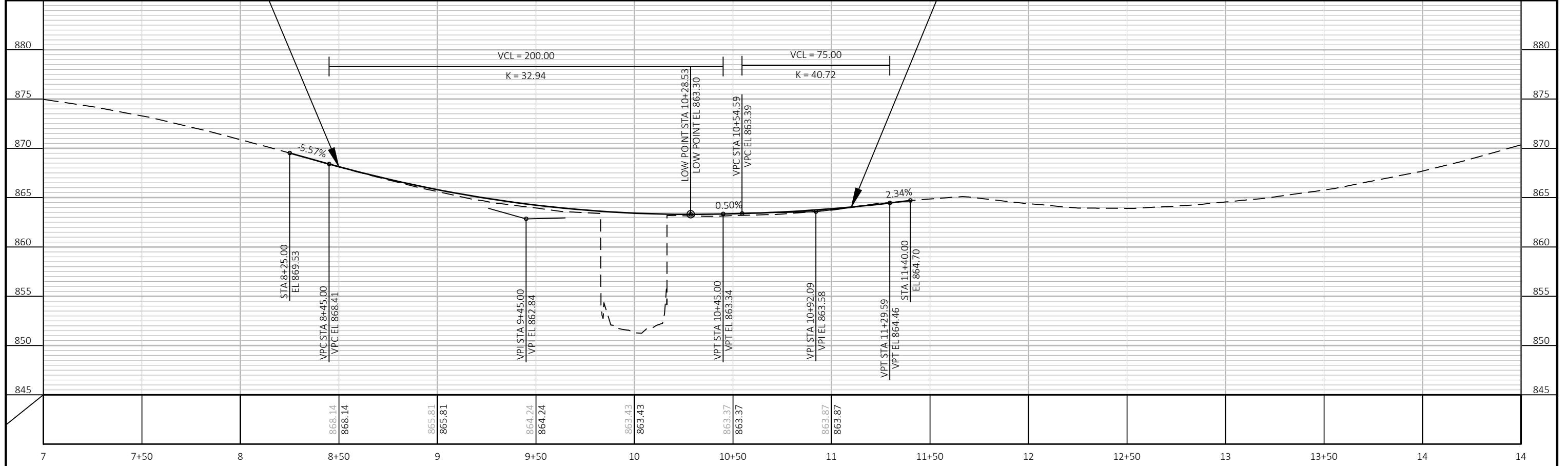
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* LIMITS OF SALVAGED TOPSOIL



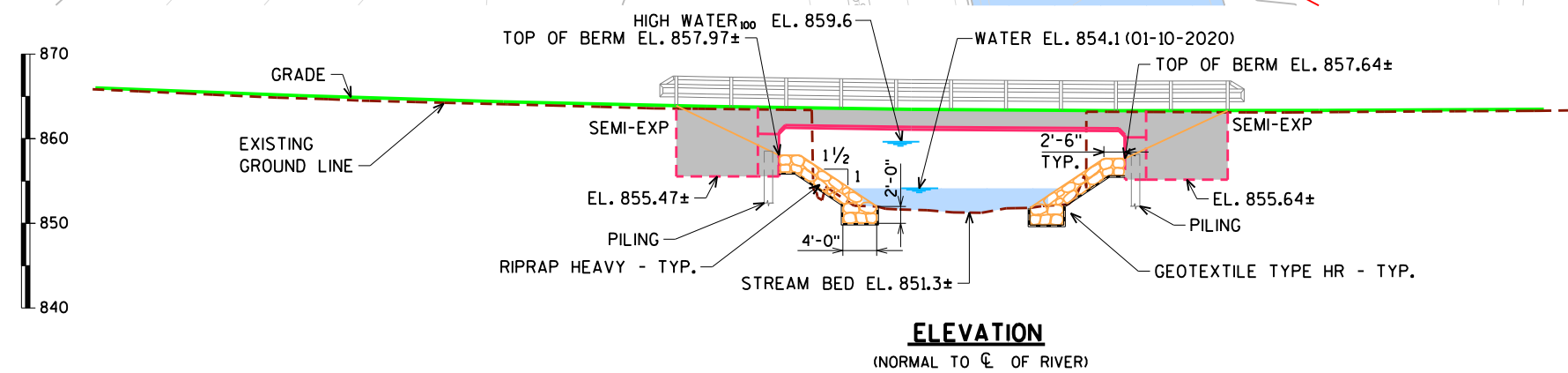
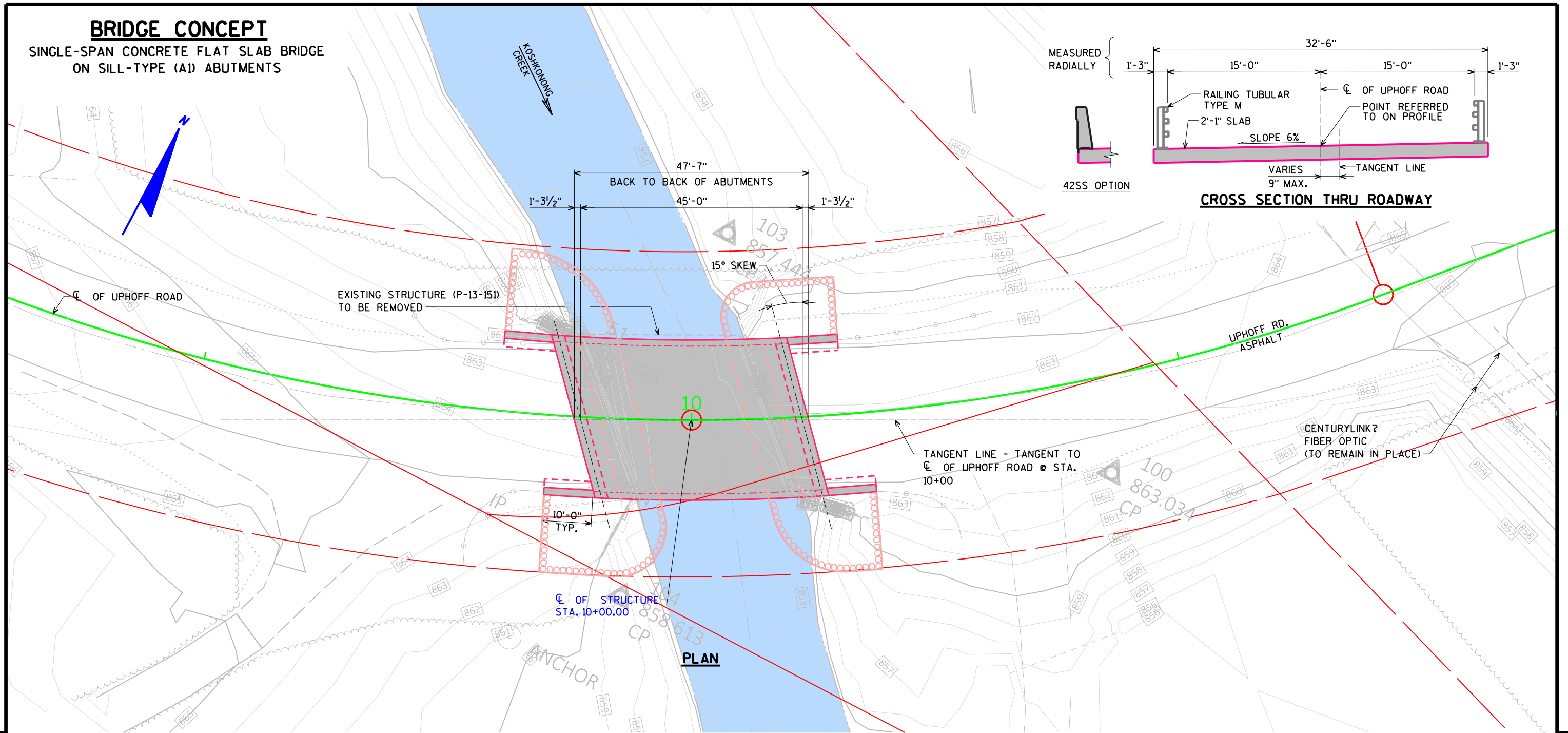
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| PI STA = 9+44.67 | PI STA = 11+33.37 |
| Y = 482196.401 | Y = 482318.580 |
| X = 879544.597 | X = 879700.755 |
| DELTA = 37°15'34" | DELTA = 15°06'39" |
| D = 14°19'26" | D = 16°22'13" |
| T = 134.85' | T = 46.42' |
| L = 260.12' | L = 92.31' |
| R = 400.00' | R = 350.00' |
| PC STA = 8+09.82 | PC STA = 10+86.95 |
| Y = 482194.564 | Y = 482289.974 |
| X = 879409.764 | X = 879664.194 |
| PT STA = 10+69.94 | PT STA = 11+79.26 |
| Y = 482279.494 | Y = 482355.728 |
| X = 879650.799 | X = 879728.595 |
| BK = N89°13'10.1"E | BK = N51°57'36.1"E |
| AH = N51°57'36.1"E | AH = N36°50'57.5"E |



| | | | | | |
|------------------------|------------------|--------------|-------------------------------|-------|----------|
| PROJECT NO: 3625-00-72 | HWY: UPHOFF ROAD | COUNTY: DANE | PLAN AND PROFILE: UPHOFF ROAD | SHEET | E |
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BRIDGE CONCEPT

SINGLE-SPAN CONCRETE FLAT SLAB BRIDGE ON SILL-TYPE (A) ABUTMENTS





Project Alternatives Table

**ID 3625-00-03
Femrite Drive over Door Creek
Dane County**

PREFERRED ALTERNATIVE

6/29/2020

| | Alternative A - Box Beam Bridge | Alternative B - Slab Bridge |
|---|---|--------------------------------|
| Project Length | 150 feet | 400 feet |
| Approach Length | 112 feet | 362 feet |
| Grade Raise at Bridge | Minimal | 1.7 feet |
| Design Speed | 35 MPH | 25 MPH |
| Bridge Type | Single-Span Prestressed Concrete Box Beam | Single-Span Concrete Flat Slab |
| Navigational Clearance | 1.9 feet | 3.4 feet |
| Bridge Low Chord Change | Minimal | 1.5 feet |
| Estimated Construction Costs: | | |
| Bridge Removal | \$ 20,000 | \$ 20,000 |
| Structure | \$ 310,000 | \$ 230,000 |
| Roadway | \$ 50,000 | \$ 100,000 |
| Guardrail | \$ - | \$ 30,000 |
| Mobilization (10%) | \$ 38,000 | \$ 35,000 |
| LET Total (without CE&C) | \$ 418,000 | \$ 415,000 |
| Construction Engineering & Contingency | \$ 63,000 | \$ 62,000 |
| Construction Total | \$ 481,000 | \$ 477,000 |
| <i>State Cost (80% Construction Total or Limit)</i> | \$ 354,200 | \$ 354,200 |
| <i>Local Cost (20% + Over Limit)</i> | \$ 126,800 | \$ 122,800 |

At funding limit

Note: - Conceptual cost estimates only.

- Costs do not include inflation.
- Maximum funding limit per SMA = \$354,200 (State limit, with E&C)
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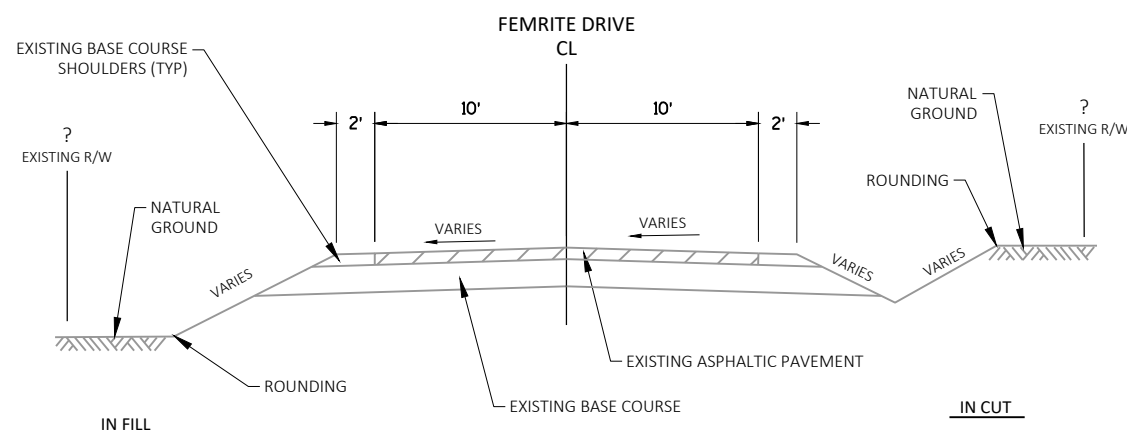
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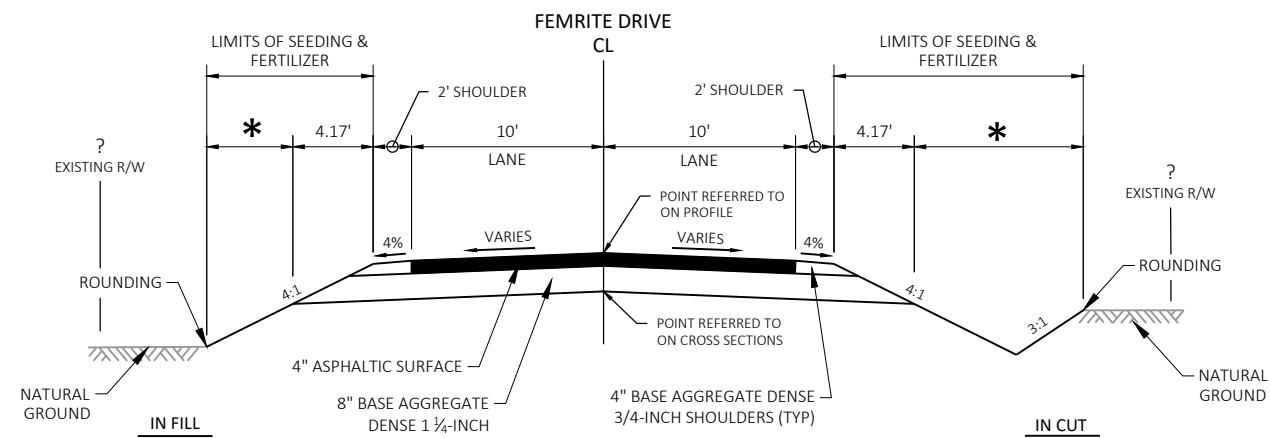


Dial 811 or (800) 242-8511
www.DiggersHotline.com

Revise to 4" asphaltic pavement over
6" BAD 1-1/4-Inch over 6" BAD 3-Inch



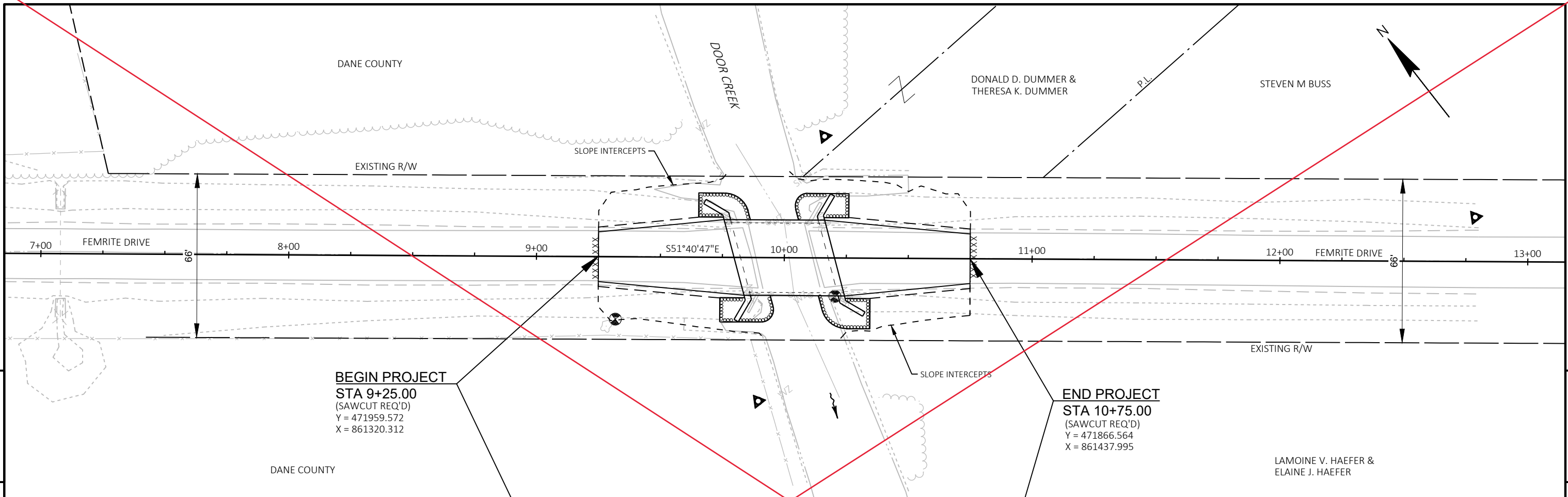
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FINISHED TYPICAL SECTION

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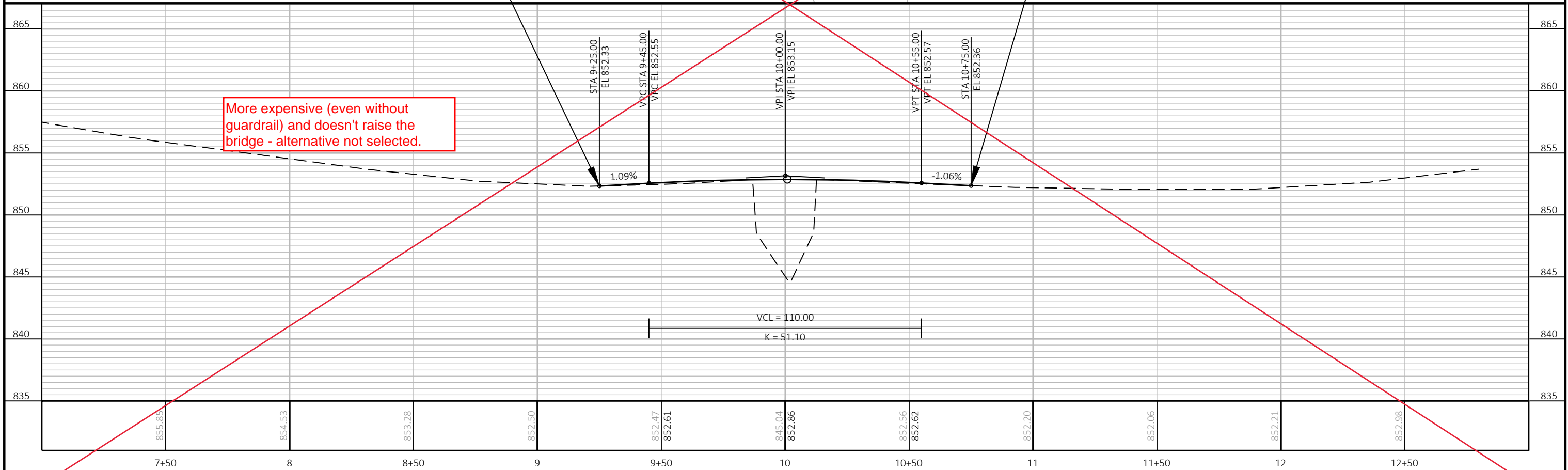
* LIMITS OF SALVAGED TOPSOIL



BEGIN PROJECT
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 X = 861320.312

END PROJECT
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 (SAWCUT REQ'D)
 Y = 471866.564
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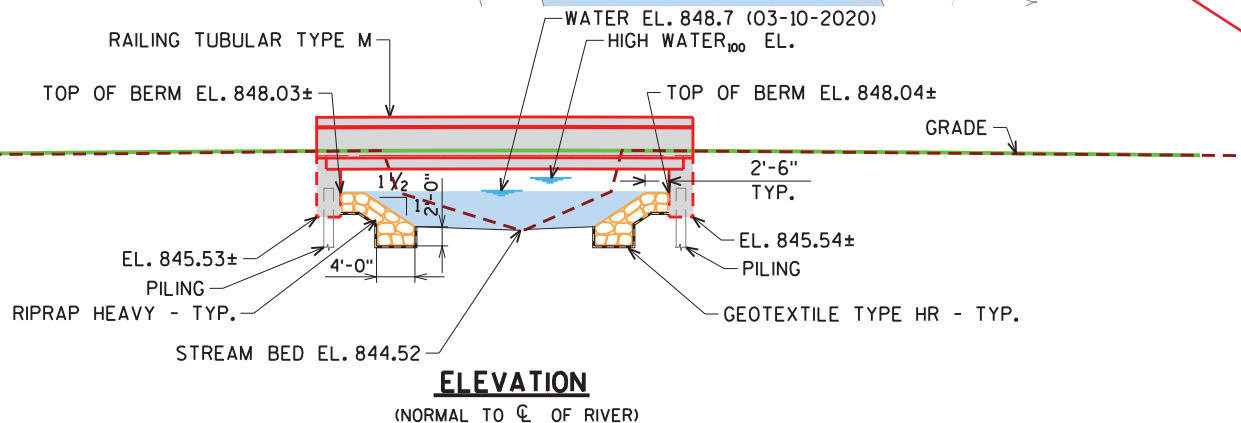
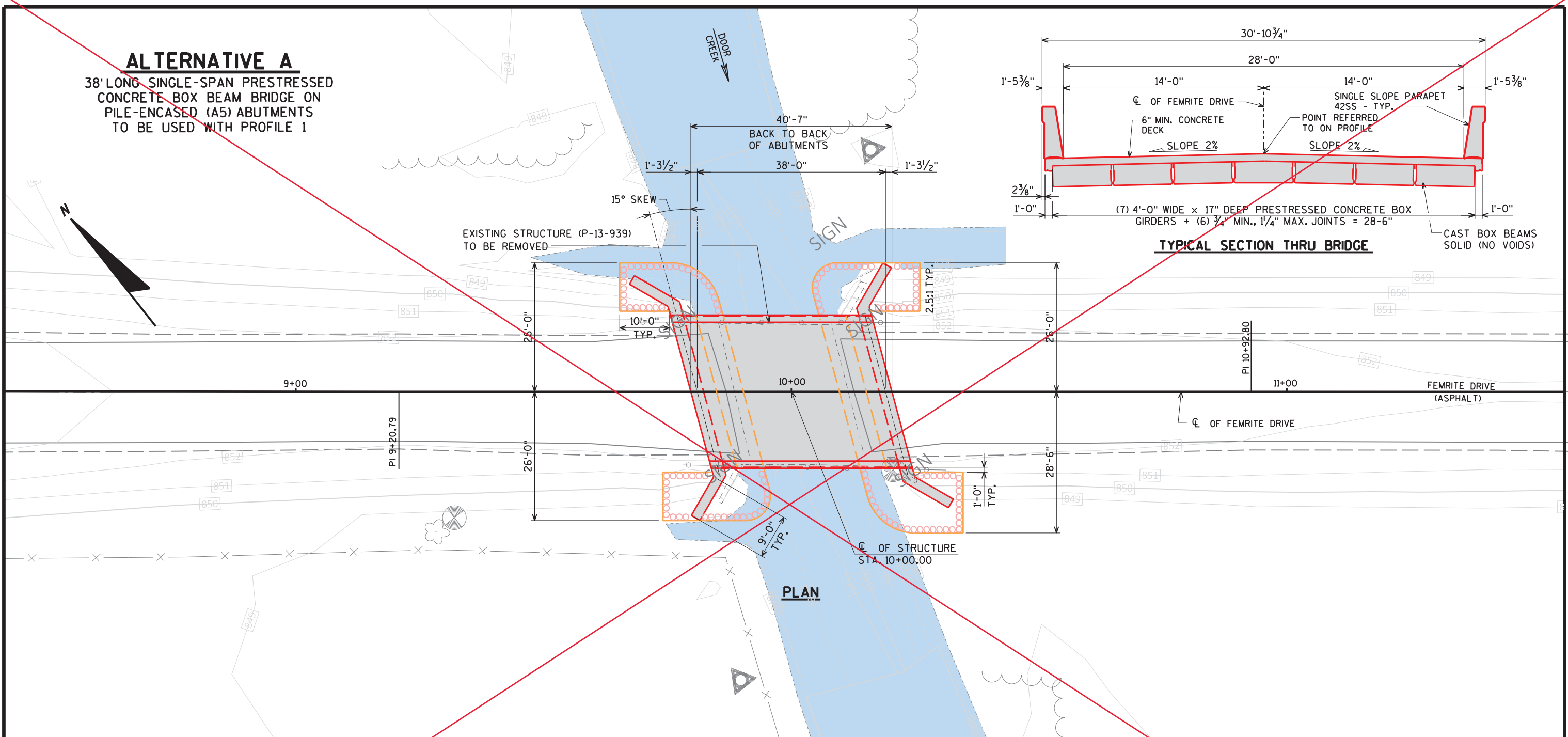
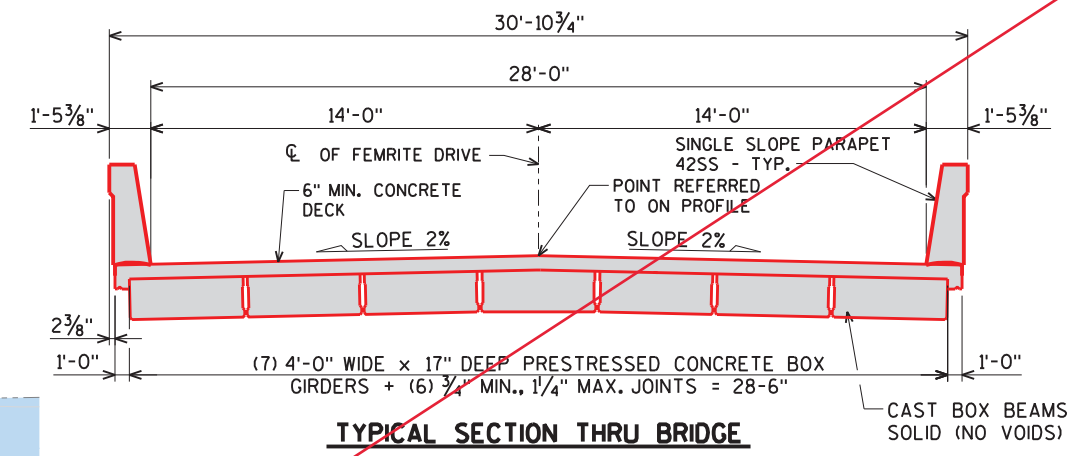
More expensive (even without guardrail) and doesn't raise the bridge - alternative not selected.

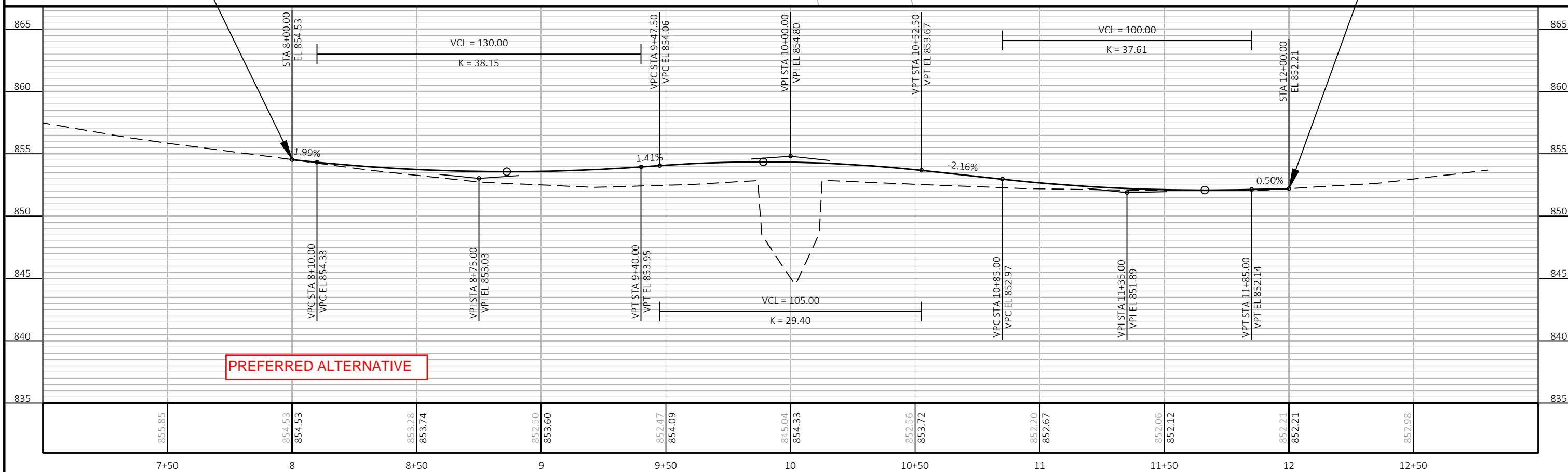
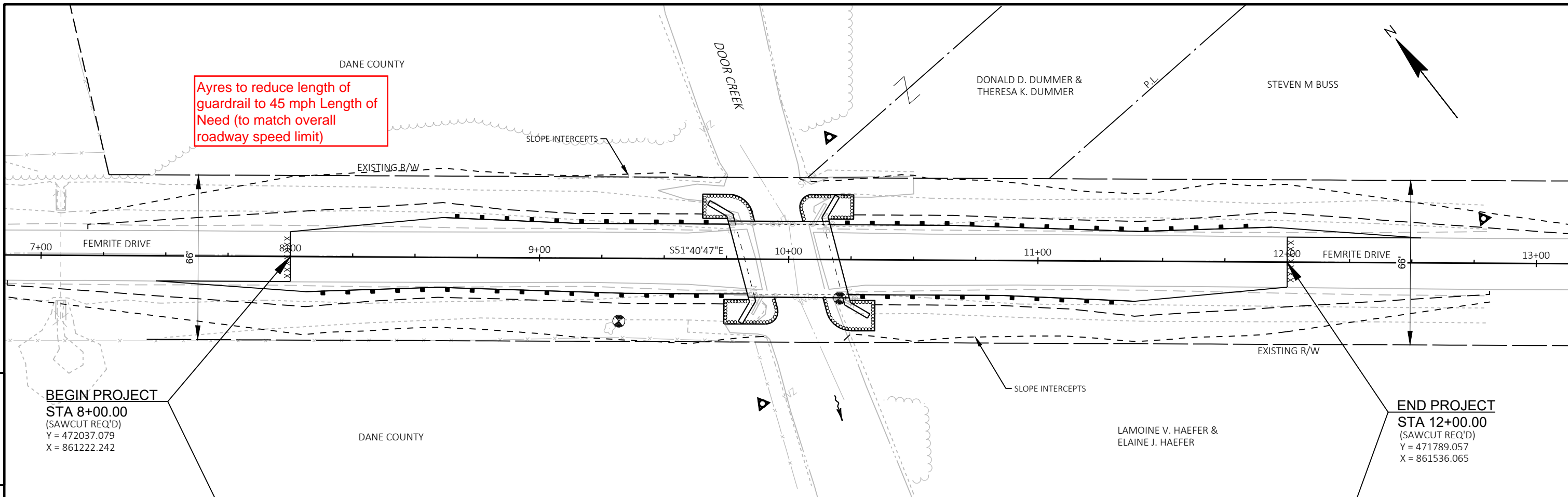


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| PROJECT NO: 3625-00-73 | HWY: FEMRITE DRIVE | COUNTY: DANE | PLAN AND PROFILE: ALT 1 - AT GRADE PROFILE | SHEET E |
|------------------------|--------------------|--------------|--|---------|

ALTERNATIVE A

38' LONG SINGLE-SPAN PRESTRESSED
CONCRETE BOX BEAM BRIDGE ON
PILE-ENCASED (A5) ABUTMENTS
TO BE USED WITH PROFILE 1

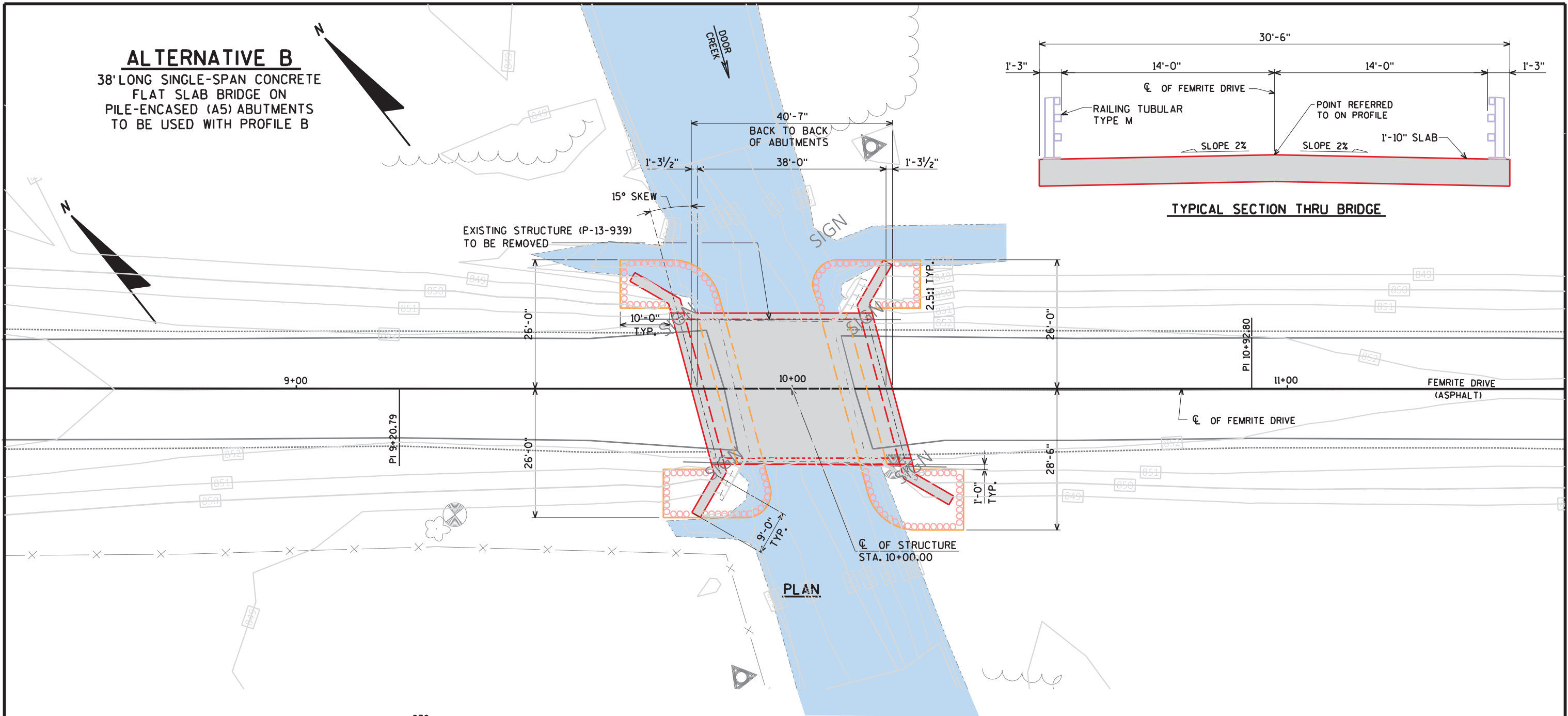
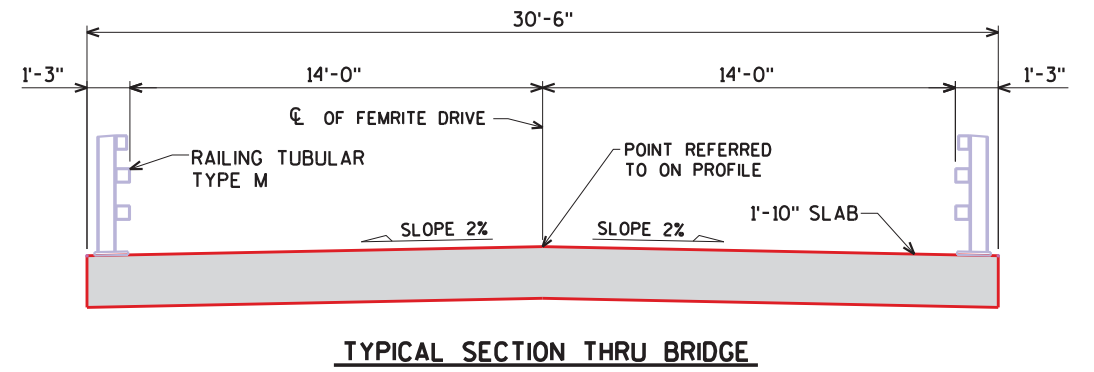




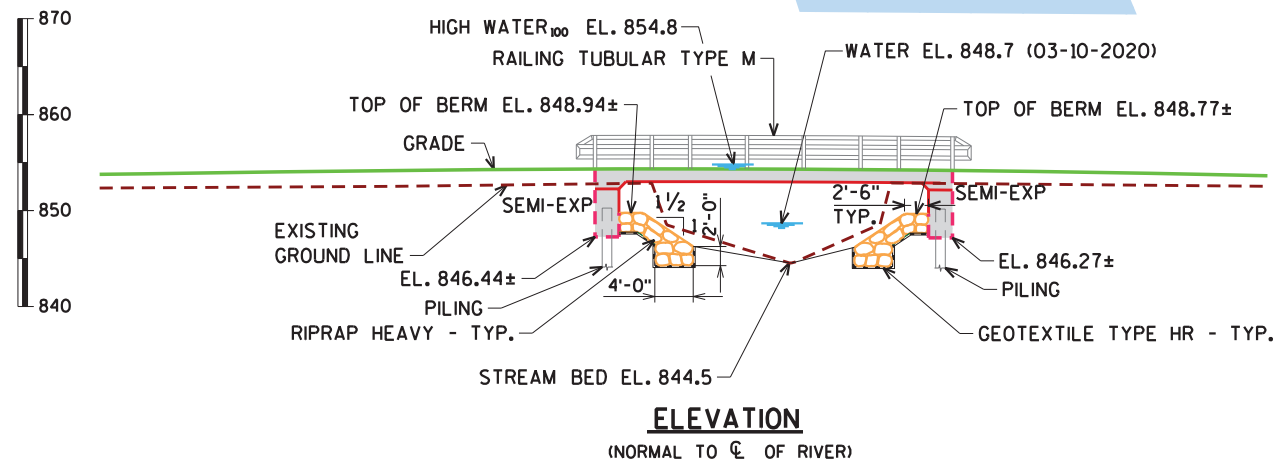
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| PROJECT NO: 3625-00-73 | HWY: FEMRITE DRIVE | COUNTY: DANE | PLAN AND PROFILE: FEMRITE DRIVE | SHEET | E |
|------------------------|--------------------|--------------|---------------------------------|-------|----------|

ALTERNATIVE B

38' LONG SINGLE-SPAN CONCRETE
FLAT SLAB BRIDGE ON
PILE-ENCASED (A5) ABUTMENTS
TO BE USED WITH PROFILE B



PREFERRED ALTERNATIVE



TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 6, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, and Highway Superintendent Dan Dresen. Special Counsel Connie Anderson and Town Engineer Thomas TeBeest attended virtually.

NOTE: THERE WERE TECHNICAL DIFFICULTIES WITH THE AUDIO FOR VIRTUAL PARTICIPANTS THROUGH ITEM II. A BELOW, WITH A BREAK IN THE MEETING OCCURRING WHILE THE DIFFICULTIES WERE RECTIFIED.

- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the June 15, 2020 Town Board meeting as printed. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
1. **MOTION** by DuPlayee/Anders to approve payment of bills corresponding to checks #33946-33974 from Monona Bank as presented. **MOTION CARRIED 5-0.**
 2. **MOTION** by Anders/DuPlayee to approve payment of June per diems as presented. **MOTION CARRIED 5-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: None.

II. BUSINESS:

- A. Plan Commission Recommendations:
1. Discuss/Consider approval of a certified survey map to divide parcel# 0711-284-9755-0 at 3447 North Star Road into two lots with no change to zoning (General Commercial): Mr. Banovetz was present, but there were no questions for him. **MOTION** by Anders/Fonger to accept the Plan Commission's recommendation to approve the CSM as presented. **MOTION CARRIED 5-0.**
- B. Discuss/Consider approval of a proposed concept plan for an 11-lot subdivision between Wittewood Ln. and Hope Road (parcel # 0711-292-8500-0): Bob, Kathy, Dave and Andrew Witte were present, along with Rachel Holloway and Dave Gersick from Vierbicher.
- Dave Witte began by saying that they had considered several concept options that were denser than the one proposed, but felt this was the best fit for the Town. He said they have no plans to develop on their remaining land north of Hope Road.
 - Holloway gave an overview of the concept and offered to answer questions.
 - Hampton pointed out that lots 5, 10, and 11 are actually outside of the planned neighborhood development area, and said that unless the County would allow them to develop outside of that, those lots could not be developed without an amendment to the future land use map.
 - Fonger questioned how much of the area is actually developable due to drainage issues. Holloway responded that they know the stormwater basin will need to be expanded and drainage ways will be needed between lots, all to requirements of Dane County. No perk

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 6, 2020

tests or water testing have been done yet, but will be a next step if the concept plan is approved.

- Hampton noted that the Board had the minutes from the June Plan Commission meeting in their packets. The Clerk added that Board members also have an email from Linda Wilson, 2889 Wittewood Lane, expressing her questions and concerns over the proposed concept plan (Appendix A). Hampton noted that her concerns included water quality and stormwater management, which all has yet to be designed and will have to pass Dane County standards. Wilson was also concerned about traffic on Hope Road, which Hampton said has been addressed somewhat by discussion of shared driveways. She questioned what the development timeline would look like, Hampton said that would be up to the developer.
- Kathryn Kersels, 2881 Wittewood Lane, submitted a petition signed by 11 residents on Wittewood Lane, Hope Road and S. Hope Road protesting against the concept plan and any change that would detrimentally affect the peaceful environment of their homes. (Appendix B). Dave Witte took offense that the petition was not shared with the Witte family prior to the meeting. Holloway added that she had not heard any concerns that they couldn't work through.
- Anders brought up the recommendation of the Plan Commission to re-configure the intersection of Hope and S. Hope Roads into a 90° angle. Holloway acknowledged that they would take that into consideration, and that it will impact the stormwater area.
- Doreen Burton, 2867 Wittewood Lane, didn't understand how the concept can be approved without further analysis of stormwater management. Hampton explained that approval of the concept is simply permission for the developer to move forward with that type of analysis. Without DNR and Dane County approval of stormwater management, the project would not be able to go any further.

MOTION by DuPlayee/Williams to approve the concept plan for lots 1, 2, 3, 4, 6, 7, 8, 9 on the area planned for neighborhood development, NOT lots 5, 10 and 11 that fall outside of that area.

MOTION CARRIED 5-0.

Dave Witte asked if the board would consider a concept to put 11 lots within the neighborhood development area. Anders went on record saying he would be 100% opposed to that, and DuPlayee and Williams agreed.

- C. Consider/Approve Town of Cottage Grove Board Resolution 2020-07-06: Approval of Final Plat of Kennedy Hills And Related Legal Documents Including Development Agreement, Easements and Declaration of Restrictions & Covenants: Atty. Anderson presented the resolution and related documents (Appendix C). Developer David Riesop and Realtor David Dinkel were present in person. Highlights included:
- Resolution 2020-07-06: Page one outlines the history of the development process, page 2 includes a breakdown of the items required before the Town can sign the final plat. Items that must be completed prior to the commencement of construction begin on page 2 and continue to page 3, which also includes continuing obligations of the developer.
 - Exhibit 1: Developer's Agreement: This document is the agreement between the developer and Town regarding public improvements and other matters relating to the plat.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 6, 2020

- Mr. Riesop questioned where utility boxes should be placed in light of the 12' drainage easements centered over lot lines throughout the plat as identified in section 2.8. TeBeest said that where drainage easements coincide with utility easements, the underground utilities should be kept to the upper portions of the easements. Utility boxes (pedestals) should not be placed within the drainage easements, but rather on the lot just inside from the drainage easements.
- Item 2.10 (d) states that a stop work order may be issued if the developer fails to submit a full set of construction plans for the CTH BB/Kennedy Road intersection to the Town Engineer and Dane County Highway Department on or before noon on July 31, 2020. It was noted that July 31st is a Friday, and since County staff does not work on Fridays in the summer, the developer should plan on submitting the plans by the County's close of business on July 30, 2020.
- Mr. Riesop asked for more time under item 2.10 (e) which mandates a stop work order if the County does not approve the final construction plans for the CTH BB/Kennedy Road intersection by September 1st, stating that how quickly the County completes their review is not within his control. Anders suggested that Riesop come to the Town in the event that the County indicates it will not be able to meet that deadline. Atty. Anderson said there is no basis to believe that the County will hold things up, but there is nothing wrong with extending the deadline to October 1st. **MOTION** by Hampton/DuPlayee to change the dates in item 2.10 (e) from September 1 and 4, 2020 to October 1 and 5, 2020. **MOTION CARRIED 5-0.**
- Exhibit 2: Perpetual Stormwater Drainage Easements: This easement includes the blanket easements between lots as well as the CTH BB Drainage Easement. There was discussion about the 30-foot buffer strip along lots 2-6, half reserved for drainage and half reserved for a berm with plantings. TeBeest envisioned the berm at the south or outer edge of the buffer strip, with the north or inner portion reserved for drainage to the Outlot 1. Riesop said that is what is intended, although Atty. Anderson did not think this was clear on the plat map. Building setbacks would be from the inside edge of the buffer strip.
- Exhibit 3: Temporary Turnaround Easement: This document grants temporary easements for temporary turnarounds at the dead ends of Scenic Oak Drive and Wood Ridge Trail that fall outside the limits of the plat. Once the road is extended through a future addition to Kennedy Hills, the temporary easement ends.
- Exhibit 4: Agreement for Maintenance of Stormwater Management Measures: This agreement is between the developer and the County, and was drafted by Dane County. Hampton asked who is supposed to perform the semi-annual inspections? Atty. Anderson said that the homeowner's association should make sure that the homeowners conduct the inspections (Exhibit 6). If it does not occur, the Town is authorized to do it at the lot owner's expense (Exhibit 5).
- Exhibit 5: Dedication and Supplemental Agreement regarding Stormwater management of Outlot 1: This agreement is between the developer and the Town, and gives the Town an independent right to meet the requirements of the County's stormwater maintenance requirements (Exhibit 4) should the homeowner's association fail to do so, and charge the cost back to the lot owners.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 6, 2020

- Exhibit 6: Declaration of Covenants, Restrictions, Conditions and Easements:
 - Williams questioned section 3.18 prohibiting solar panels. Hampton said they could be allowed if permitted by the homeowner's association.
 - Atty. Anderson noted that these restrictions can be pre-empted by State law or Town Ordinance.
 - Anders questioned whether US Flags would be considered signage under section 3.23. TeBeest found that Wis. Stats. 710.17 prohibits a homeowner's association from restricting the display of the American flag. Atty. Anderson also noted that State law says political signs cannot be prohibited, although they cannot be left out year around.
 - Hampton questioned why section 3.31 identified a 30-year term followed by successive 5-year terms rather than running into perpetuity. Atty. Anderson said this is standard language to get around the rule against perpetuity. In effect it continues until the process to cancel it is followed.
 - Atty. Anderson noted that the right to farm is included, as well as all the information about the Homeowner's Association. Hampton asked if section 4.5 should include a requirement to notify the Clerk of changes to the Board of Directors. There was general agreement that this is a good idea.
 - Atty. Anderson noted that a reference to section 3.28 needs to be corrected.
- Exhibit 7: Dane County Transfer of Development Rights Documents: These documents were put together by the County to execute the transfer of the development rights and the conservation easement (restriction against development) on the sending property. Atty. Anderson noted that the Clerk should sign as a cooperative entity, not as a grantor where her name was filled in.

MOTION by DuPlayee/Fonger to adopt Resolution 2020-07-06: Approval of Final Plat of Kennedy Hills And Related Legal Documents Including Development Agreement, Easements and Declaration of Restrictions & Covenants with the changes discussed tonight. **MOTION CARRIED 5-0.**

- D. Discuss/Consider speed bumps on Sandpiper Trail: **MOTION** by Williams/DuPlayee to table until after speed bumps are discussed at the Annual meeting on July 13th. **MOTION CARRIED 5-0.**
- E. Update on repairs to 2983 County Road BB: an email received earlier this evening from the property owner requested more time. He said he plans to have everything complete by the end of July. Consensus was to have an update on the August 3rd agenda, and strongly encourage the owner to attend the meeting.
- F. Discuss/Consider approval of a Parade or Race Permit for The Ride to use portions of the following Town roads: Deerfield, S. and W. Jargo, Nora, Uphoff, W. Ridge, Vilas and Gaston for a bike ride fundraiser on Sunday, September 27th: Due to COVID-19, organizers will not be present and riders are on their own this year. The Clerk said organizers are working with Deer-Grove EMS for contracted coverage. **MOTION** by Williams/Fonger to approve the permit. **MOTION CARRIED 5-0.**

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 6, 2020

- G. Discuss/Consider quote for new air conditioner for Flynn Hall.: Hampton said the 20-year-old A/C unit has sprung a leak. A quote High Tech Heating & A/C Inc. proposed to install a new Daikin DX135A060 A/C unit and remove old equipment for \$3,675. **MOTION** by Fonger/DuPlayee to accept the quote, cost not to exceed \$3,800. **MOTION CARRIED 5-0.**
- III. Discuss/Consider quote and other options to install playground equipment at Capitol View Park: The resident who requested the new equipment has indicated she is unable to organize its installation. Dresen spent 3.5 hours with a representative of the vendor to mark out the post hole locations. The representative estimated installation would take 4 days for the Town's 4-person crew. Discussion was that if residents of Capitol View do not step forward to install it, the equipment should be offered to another subdivision with a park. **MOTION** by DuPlayee/Fonger directing the Clerk to send a letter to all Capitol View residences asking for volunteers to install the equipment, with responses in time for the August 3rd meeting. **MOTION CARRIED 5-0.**
- IV. Discuss/Consider Approval of Contract for Revaluation Assessment Services.
- V. Discuss/Consider Approval of Contract for Maintenance Assessment Services
MOTION by Anders/Williams to approve both the contract for revaluation and the contract for maintenance as presented. **MOTION CARRIED 5-0.**
- VI. Discuss/Consider hiring process for Public Works Employee vacancy: Andrew Perry resigned his position. **MOTION** by Hampton/DuPlayee to allow Dresen to handle the hiring process on his own. **MOTION CARRIED 5-0.**
- VII. CLERK'S OFFICE UPDATE: Over 600 absentee ballots for the August 11th Partisan Primary were mailed out on June 25th. The new bar code tracking system on the ballots is not working perfectly, she has been in communication with the elections commission on this. The WEC put out advice regarding a recent Supreme Court ruling that affects absentee voting, but then rescinded the advice when they learned the ruling is not yet in effect. A mandate is expected on or about July 21st.
- VIII. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Shouldering of the new blacktop is complete, and the Flynn Hall parking lot has been blacktopped. Crews will use a rented striper to stripe parking lots and center lines.
- IX. BOARD REPORTS AND COMMUNICATIONS:
- A. Hampton asked Fonger if he saw that the Village Board is discussing joint Emergency Government options tonight? Fonger is waiting for the Village Emergency Director to call him back about coming to a Town committee meeting to discuss how to split the funds from Hydrite, then he could take that back to the Village committee. The other option would be to have a joint meeting.
- B. Williams urged everyone to complete the Dane County Board survey regarding changing the number of County supervisors. Anders said this has been a topic of the DCTA Executive board, hoping to get a representative on the committee. They heard that if the board is made smaller, the County intends to hire full time administrative assistants for the board members, or make all the County Supervisors full time employees. Fonger also thought there was talk of having the supervisors run at large rather than having districts.
- X. COMMITTEE REPORTS:
- A. Deer-Grove EMS Commission: No report

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 6, 2020

XI. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 10:17 P.M.

Kim Banigan, Clerk
Approved 07-20-2020



APPENDIX A

Kim Banigan <clerk@towncg.net>

Proposed subdivision on Wittewood Lane

1 message

Linda Wilson <llkwilson63@gmail.com>
To: townboard@towncg.net

Mon, Jul 6, 2020 at 5:07 PM

Greetings:

I am writing to express my disapproval of the proposed 11-lot subdivision on Wittewood Lane discussed at the June 29th meeting.

I am a 31 year resident of the Village and Town of Cottage Grove. My husband and I chose Cottage Grove because of its unique location, but especially for its respectful combination of agricultural, rural and small town residences. We have been fortunate to have lived in, worked in, served families and raised our own family in the Cottage Grove area. However, during the 31 years living here, my family and I have moved from our home 3 times due to encroachment by property developers. It was heart-breaking to take such a drastic measure, but we felt forced to do so. Despite my husband and I sharing our opinions about property development, using appropriate village/town meeting opportunities, our voices were not heard.

Fast forward to today, and once again, property 50 yards away from our residence, is being considered for development with 11 new homes.

I have a few questions and concerns about this proposal:

1. Has the water quality been tested on the proposed site? It has been farmed for decades and could contain harmful pesticides and fertilizers.

2. Will the development of 11 new residences be sustained by the small retaining pond currently near the site? Is there a plan to study this issue?

During my 9 years living on Wittewood, I have witnessed another nearby pond (off Hope Road) triple in size due to run-off.

My daughters and I have witnessed carp actually swimming in ditches on Femrite Drive where it crosses Door Creek after the Creek overflowed due to flooding. True story!! How much water can this small area absorb?

What will happen to the small retention pond on Wittewood when stressed with 11 new residences?

Currently, our ditch swells to about 6-8" deep during heavy rains due to the neighbor run-off moving down to our residence and into the retention pond.

As a former resident on Southing Grange (in the Village of Cottage Grove), I personally experienced our basement flooding 2 times during heavy rains in the mid 1990's. Cleaning up soggy carpeting and ruined furniture in a basement is not fun.

A nearby swamp should have absorbed the water, but it overflowed and impacted several neighbors living adjacent to it, including ours.

Yet developers added 8 more residences alongside Southing Grange in 2010.

The proposed site/field is a low-lying basin surrounded by three elevated areas.

Flooding issues must be considered.

3. Has a study been done about how the proposed subdivision will impact traffic on Hope Road?

Hope Road currently has a severe curve on which I have seen at least three accidents due to speeding on the 45 degree curve. Adding more traffic could compromise safety further.

Bike riders, walkers and runners use Hope Road to exercise. Their safety could also be compromised by additional traffic.

4. Consider keeping some green space green! It is sad to witness several Madison suburbs swallowing up farmland. Wisconsin needs farmers! Perhaps the Town of Cottage Grove can build a reputation as a leader in maintaining agricultural property and limiting land development?

5. What is the timeline for development to begin, if the proposal is passed?

Thank you for your public service to the residents of the Town of Cottage Grove.
I appreciate your time and careful consideration.

7/10/2020

Town of Cottage Grove Mail - Proposed subdivision on Wittewood Lane

Sincerely,

Linda L. Wilson
2889 Wittewood Lane
Cottage Grove, WI 53527

To: Town of Cottage Grove Town Board
July 6, 2020

Property Subject to Petition: Concept Plan for an 11-Lot subdivision between Wittewood Lane and Hope Road (parcel #0711-292-8500-0)

We, the undersigned owners of property affected by the requested plan for an 11-Lot subdivision described in the above-referenced address do hereby protest against the proposed concept plan and any change that would detrimentally affect the peaceful environment of our homes. This property directly adjoins residential and agricultural property and we oppose any development plan that will change the character of our neighborhood, change current view sheds, and increase the noise pollution and traffic. We also feel that the current development plan of this property would negatively affect the value of our homes, safety of children and aesthetics of the environment and wildlife.

Specific concerns include:

1. Safety of egress on Hope Road
2. Number of driveways on Hope and Wittewood Road
3. Current view shed and maintenance of existing homeowner privacy (how will this be protected?)
4. Environmental impact on watershed and migration corridors
5. Storm water management
6. Public green space
7. Traffic safety on Wittewood, Hope Road and South Hope Road
8. Zoning discrepancy between proposed concept plan and Revised Comprehensive Plan
The Stormwater outlot and lots 5, 10 and 11 on proposed Concept Plan are not zoned as Neighborhood Development Areas on the Town of Cottage Grove Comprehensive plan. They are zoned Agricultural Preservation Area.

We are not opposed to development and understand the property owner(s) wants and needs. We do believe the proposed concept plan is very dense and will not protect the current living environment and rights of existing homeowners. A reduction of lots should be considered.

We would like the Town Board to carefully review the research that has been completed so far to document that the proper environmental, traffic and pollution protections are in place for the community and homeowners who will be affected by developing the parcel. We believe that these huge variables were glossed over in the presentation of the concept plan to the Town of Cottage Grove Planning Commission and that full visibility is needed for an educated decision to be made. As homeowners and affected parties we also have the right to review this research and documentation and request that it is made available to us.

We are homeowners who have chosen to live in a rural setting. Overdeveloping the proposed parcel will destroy what we moved to this area for as well as negatively impact the safety and

ecology of the land, lots, and roads surrounding the parcel. We want the best for the area and environment. We do not believe as current and long-term homeowners our concerns and rights are being protected by the Town of Cottage Grove Planning Commission and Town Board. We are in the process of securing representation by an attorney to protect our interests and ensure any development is being carefully considered and is aligned with the comprehensive plan of Cottage Grove.

Additionally, we have engaged the Board of Directors of the Clean Lakes Alliance to further investigate what impact overdeveloping the parcel would have on Door Creek and Lake Waubesa to which it drains.

It is our sincere hope that the Town of Cottage Grove Town Board will thoughtfully consider our concerns and active involvement to maintain the sanctity and safety of our community and ecology before voting to move forward with the proposed concept plan.

Signatures/Comments:

Don Houston - 2867 Wittewood Lane, Cottage Grove, WI 53527

Kathryn Kersch (Kathryn Kersch) 2881 Wittewood Ln Cottage Grove

Leah Q Rhodes (Leah Rhodes) 2859 Wittewood Lane

Jeff Rhodes (Jeff Rhodes) 2859 Wittewood Lane

Deb Gonsmann (Deb Gonsmann) 2827 Hope Rd

Linda J Wilson (Linda L. Wilson) 2889 Wittewood Ln.

Jeff P. Wilson (JEFF P. WILSON) 2889 WITTEWOOD LN.

Rachel C Wilson (Rachel C. Wilson) 2889 Wittewood Ln.

Teri Dummer Teri Dummer 3701 S. Hope Rd

Don Dummer Don Dummer 3701 S. Hope Rd.

Mike Kersch 2881 Wittewood Ln.

Appendix C

**PLAT OF KENNEDY HILLS,
TOWN OF COTTAGE GROVE,
DANE COUNTY, WISCONSIN:**

**AGREEMENT FOR PUBLIC IMPROVEMENTS AND
OTHER MATTERS RELATING TO
PLAT OF KENNEDY HILLS
("Development Agreement")**

Legal Description of Affected Property:

Lots 1-16, Outlot 1 and Outlot 2,
Plat of Kennedy Hills, Town of Cottage Grove,
Dane County, Wisconsin.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Kim Banigan, Town Clerk
Town of Cottage Grove
4058 County Road N
Cottage Grove, WI 53527

PARCEL IDENTIFICATION NUMBERS:

0711-101-8501-0

THIS AGREEMENT (the "**Agreement**" or "**Development Agreement**") is made and entered into by and between Kennedy Hills, LLC, a Wisconsin limited liability company, with its principal business office located at 306 W. Quarry Street, Deerfield, WI 53531 ("**Developer**" and/or "**Owner**"), and the Town of Cottage Grove ("**Town**"), a body corporate and politic, with its principal business office located at 4058 CTH N, Cottage Grove, WI 53527.

RECITALS

WHEREAS, the Developer has received approval from the Town as set forth in Town Board Resolution No. 2019-07-01, of a residential development to be known as Kennedy Hills (the "**Development**") and located on the Plat of Kennedy Hills, in the Town of Cottage Grove, Dane County, Wisconsin ("**Plat**"), and Developer wishes to enter this Agreement to satisfy one of the conditions of the Town Board's approval and shall thereafter promptly proceed with recording of the Plat;

WHEREAS, the Town seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Development and thereby to limit the harmful effects of substandard developments, including premature development which leaves property undeveloped and unproductive;

WHEREAS, the Town Subdivision Ordinance requires, among other things, that provisions be made for the dedication and grading of lands dedicated to the public, payments for and/or initial improvements to parkland such as trails and parking areas, installation of erosion and stormwater runoff controls and stormwater management facilities, stormwater and drainage conveyances, street and related improvements and approvals for water and sanitary/septic required to serve the Developer's Development;

WHEREAS, the Developer now wishes to proceed with the public improvements needed to serve the entire Plat (Lots 1-16, and Outlots 1-2 of the Development), which will be developed in a single phase;

WHEREAS, the purpose of this Agreement includes, but is not limited to, the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs and related fees;

WHEREAS, this Agreement is made for the mutual benefit of the Developer and the Town in order to assure compliance with Town Ordinances and standards for public improvements;

WHEREAS, the Developer acknowledges that the Town will be injured in the event of the Developer's failure to fully and completely perform the requirements of this Agreement; and

WHEREAS, the parties acknowledge and agree that the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Town Ordinances, waive the right to contest the terms of the Agreement and agree to be bound hereto, all as set forth in the Agreement.

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 Town and Developer agree as follows:

1. PLANS FOR REQUIRED PUBLIC IMPROVEMENTS.

- 1.1. At a minimum, the Developer shall construct and install, at its expense, those on-site and off-site general public improvements required by Town Ordinances and this Agreement (the "**Improvements**"). The term "Improvements" is used generally as a reference to: (a) all of the general public improvements located within the Plat; (b) the Stormwater Management Facilities on Outlot 1; and, (c) the public improvements to the intersection of CTH BB and Kennedy Road (the "**CTH BB Intersection Improvements**"). Where the context so states, certain sections of this Agreement may apply to one or more of these subsets of

Improvements and exclude others.

- 1.2. Developer shall be required to connect the Development to existing utilities, which may include facilities outside of the boundaries of the Development.
- 1.3. Following consultation with Town staff, the Developer shall present plans for the Improvements, which plans shall be prepared under the seal of Developer's Engineer (the "**Plans**"). Those Plans for which the Town Engineer has "no objection" other than satisfaction of the requirements set forth in the Town Engineer's Review Letter dated June 19, 2020 are described on Exhibit 1, which is attached and incorporated by reference. The Plans shall set forth the required Improvements with particularity and shall include, at a minimum, the following: Stormwater Management Facilities (in Outlot 1 in accordance with County-approved plans and see separate agreements entitled *Agreement for Maintenance of Stormwater Management Measures* and *Dedication and Supplemental Agreement regarding Stormwater Management of Outlot 1*); blanket drainageways between Lots on the Plat (see Plat and separate agreement entitled *Perpetual Stormwater Drainage Easements*); public streets (see Plat and separate agreement entitled *Temporary Turnaround Easements*); CTH BB Intersection Improvements (as required by Dane County Highway Department for the intersection of CTH BB and Kennedy Road); and, utilities including gas, electric, and telephone/internet (located in utility easements; no utility pedestals in drainageways). The Improvements shall meet Town construction standards, as established by the Town Ordinances and the Town standards provided to Developer/Owner by the Town Engineer, and in accordance with generally acceptable industry standards. The Town Engineer shall have the authority to interpret and apply the ordinances, Town standards and generally accepted industry standards as to the Improvements.
- 1.4. The Town Engineer shall be given an adequate opportunity to review the Plans and may request such additional information from the Developer as desired. Following the Town Engineer's written statement of "no objection" to the Plans, and subject to the other requirements and conditions set forth herein, the Developer shall proceed with construction in accordance with the Plans and on the timetable represented to the Town by the Developer, which timeline has been reasonably relied upon by the Town. As of the Effective Date of this Development Agreement, the Town Engineer has no objections to the Plans identified on Exhibit 1, except as noted in the Town Engineer's review letter dated June 19, 2020, which is incorporated herein by reference.

2. **REQUIRED IMPROVEMENTS: PLANS, STANDARDS AND SPECIFICATIONS.**

Developer's construction of the Improvements and performance of this Agreement shall

be in accordance with the following: the Town Ordinances, whether or not specifically referenced in this Agreement; the Town's standard specifications for public improvements, as determined by the Town Engineer and highway superintendent; and, the Plans.

Construction of the required Improvements expressly includes, but is not limited to, the following:

2.1. During Construction: Grading, Erosion Control and Barricading:

The Developer shall furnish, install and maintain during construction and until the Improvements are accepted by the Town, all barricades and signs as are prudent and necessary for public safety, particularly where new rights-of-way extend or intersect existing streets and all street ends. The Town Engineer may also require Developer to furnish, install and maintain additional barricades and signs. Developer shall maintain "road closed" barrier(s) in place to prevent non-emergency access until such time as the binder layer of asphalt is installed on all of the streets under construction. Notwithstanding the foregoing, access for marketing by Wisconsin Real Estate Licensees and their clients is allowed.

The Developer shall furnish, and install prior to grading, all utility installation or any other land disturbance activity, and maintain during construction and until the Improvements are accepted by the Town such stormwater runoff and erosion control measures as are required by law and best management practices. The Town Engineer may also require Developer to furnish, install and maintain additional erosion control and stormwater runoff measures, as the Town Engineer deems appropriate given current conditions. The Developer shall adhere to the requirements for erosion control and stormwater runoff as set forth in the Dane County Erosion Control Permit and the Dane County Stormwater Management Permit, both of which are incorporated herein by reference as if set forth in full herein, and expressly grants the right-of-entry to the Plat to Dane County and the Town Engineer, or designee, to observe the erosion control and stormwater runoff and enforce the Dane County Erosion Control Permit and the Dane County Stormwater Management Permit.

All Construction Site Erosion Control and Storm Water Runoff shall be the Developer's responsibility and shall be completed in accordance with the Wis. Adm. Code NR 216 WPDES General Permit No. WI-S067831-05 for the site identified therein as Kennedy Hills Plat Phase 1 (FIN: 71435) ("WPDES permit"), which WPDES permit is incorporated herein by reference as if set forth fully herein. The WPDES permit for the site has a start date of May 06, 2020 and the maximum period of permit coverage is 3 years from the start date. Developer shall be responsible for obtaining any needed extensions of the WPDES permit.

- 2.2. **Outlot 1: Stormwater Management Facilities and Erosion Control:** The Developer shall install adequate stormwater management facilities in Outlot 1 (collectively, **Stormwater Management Facilities**) as required by the Land and Water Resources Department (“LWRD”) of Dane County.

The Developer’s Engineer shall provide necessary background data, including stormwater calculations, to the Town Engineer along with a proposed plan for Stormwater Management Facilities certified by the Developer’s Engineer. The Town Engineer may rely on the background data and stormwater calculations provided by the Developer’s Engineer when reviewing the proposed plans.

The Developer has obtained approval of the proposed plans from LWRD at Dane County, shall provide a letter of credit to Dane County naming the Town as a secondary beneficiary in the amount of \$195,833.00, and shall obtain the permits required by LWRD for erosion control and stormwater management. The Developer shall provide copies of the issued erosion control and stormwater management permits to the Town Engineer and the Town Clerk prior to commencement of construction. The Developer shall thereafter install and construct the Stormwater Management Facilities in accordance with the approved plans and the permits.

At the conclusion of construction, Developer shall provide the Town with a professional engineer’s certification that the following conditions are met: (a) the as-built stormwater management facilities were constructed in accordance with the County-approved plans and specifications and are operating as designed; (b) any required plantings are adequate, well-established, and reasonably free of invasive species; and, (c) any necessary maintenance, including removal of construction sediment, has been properly performed. This certification shall be to the Town and is in addition to the certification required and accepted by Dane County. Developer shall provide the Town with a copy of the certification to Dane County, as well as Dane County’s acceptance of same. The certification to the Town, and the Town’s acceptance thereof, is required before the Town will accept dedication of the Stormwater Management Facilities. The Town Engineer shall review the certification to determine that it meets the requirements of this paragraph. The Developer shall continue to be responsible for operation and maintenance of the Stormwater Management Facilities and Outlot 1 until the Town accepts the dedication of the Stormwater Maintenance Facilities. (*See also* Section 5.2.)

- 2.3. **Streets:** Streets shall be installed and constructed to Town standards in accordance with the Plans.
- 2.4. **Street Lighting:** Street lighting is not required for this Plat, but may be required

for future additions based on determinations to be made when approvals of future additions are requested.

- 2.5. Sidewalk: No sidewalk shall be required in the Plat.
- 2.6. Trails: Developer shall install trails on Outlot 2, which is being dedicated to the public for parkland. Unless otherwise approved by the Town Board, the trails shall be built to the specifications set forth in the “Typical Gravel Access Path Cross Section” included on the Kennedy Hills Plat Grading and Erosion Control Details Exhibit #5 page 1 of 2 and dated March 18, 2020, which is incorporated herein by reference as if set forth fully herein. The location for the trails shall be as set forth in **Exhibit 2**, which is attached hereto and incorporated by reference as if set forth fully herein. The value of the trails (as determined on a time & materials basis) shall be a setoff against the fee for initial improvement of parklands. (See Section 14. of this Agreement.)
- 2.7. Signage:
- The entry sign for the Development shall be as required to meet Dane County signage requirements and shall be subject to prior approval by the Town Board, or designee.
 - Fire numbers/addresses shall be as required by the County, with notice of same provided to the Fire Department and EMS, and shall be provided and installed by the Developer at Developer’s cost.
 - Street and traffic signs shall be as required by the County Surveyor and approved by the Town, and shall be provided and installed by the Developer at Developer’s cost.
- 2.8. Public Drainageways: There shall be blanket 12-foot drainage easements on the lot lines between Lots throughout the Plat, and the drainage easements shall be subject to a separate agreement entitled “Perpetual Stormwater Drainage Easements” which shall be recorded concurrent with the Plat.
- 2.9. Grading and Elevations:
The lowest exposed building elevation on any lot within the Property shall in all cases be a minimum of two (2) feet above the lowest lot corner elevation at time of initial development, which grade is established in the approved grading plans. The Grading and Erosion Control Plan applicable to this Plat overall is included in the Kennedy Hills Plat Grading and Erosion Control Details Exhibit #4 page 1 of 1 and dated June 23, 2020, which is incorporated herein by reference as if set forth fully herein. The elevation of a lot shall not be changed so as to materially affect the projected stormwater flows per the approved grading and stormwater plans, or the drainage of the surrounding lots.

Following substantial completion of the public improvements within this Plat, Developer shall promptly prepare a final as-built grading plan and submit same to the Town Engineer and the Town Clerk. This as-built grading plan is required prior to issuance of building permits. Following the Town Engineer's confirmation of "no objection" to the as-built grading plan, said as-built grading plan shall be used to make the determinations required by this Development Agreement and shall be incorporated by reference as if fully set forth herein. A copy of all site, grading and landscaping plans shall be kept by the Developer or the Architectural Control Committee (the "Committee") established pursuant to the Declaration of Covenants, Restrictions, Conditions and Easements ("Declaration") recorded concurrently herewith and benefitting both the Lot owner planning individual Lot elevations as well as other owners within the Plat.

Following construction of a residence on a Lot, the current owner of record shall provide the Town building inspector with as-built grading documents certifying that grading as-built on the Lot is consistent with the grade established by the approved as-built grading and stormwater plans for the Plat described in Exhibit 2. The Town building inspector shall neither sign-off on the final inspections required under the building permit nor issue an occupancy permit until the current owner of record provides certification by a qualified consultant that the as-builts for the Lot comply with the approved as-built grading and stormwater plans for the Plat. If the as-builts for the Lot do not comply with approved as-built grading and stormwater plans, then the current owner of record shall be obligated to bring the Lot into compliance before occupancy is permitted.

Violations of the approved grading and stormwater plans shall give the Town of Cottage Grove a cause of action against the owner of record as of the date the violation occurs and others violating the approved grading and stormwater plan. The cause of action shall be for injunctive relief or damages as appropriate.

THE ABOVE SECTION 2.9 IS A COVENANT THAT RUNS WITH THE LAND AND SHALL SURVIVE DEVELOPER'S COMPLETION OF CONSTRUCTION OF THE IMPROVEMENTS. IT IS NOT ONLY BINDING ON THE CURRENT OWNER OF RECORD, BUT SHALL BE BINDING ON THE OWNER'S HEIRS, SUCCESSORS AND ASSIGNS.

- 2.10. CTH BB and Kennedy Road Intersection. Developer shall construct Type B Intersection Improvements ("CTH BB Intersection Improvements") within the existing right-of-way at Kennedy Road and County Highway BB. Construction shall be in accordance with Dane County's standards and plans approved by the Dane County Highway Department ("County Highways"). Copies of all information Developer and Developer's Engineer provides to County Highways regarding the CTH BB Intersection Improvements shall be simultaneously provided to both the Town Engineer (ttebeest@tcengineers.net) and the Town Clerk (clerk@towncng.net).

(a) Adequacy of Right-of-Way. It is Developer's responsibility to establish that the CTH BB Intersection Improvements as-built will fit within the existing right-of-way at the intersection and that no additional right-of-way will be required.¹

The Town advises the Developer to have Developer's Engineer follow County Highways' recommendations when determining the adequacy of the right-of-way. Developer's Engineer shall provide a plan view of the CTH BB and Kennedy Road intersection that is fully dimensioned so that the geometrics of the intersection can be agreed upon, and such other information as is reasonable and necessary for a professional engineer to determine the adequacy of the right-of-way for the CTH BB Intersection Improvements. *It is essential that the information provided to County Highways and the Town be complete enough and thorough enough to confirm Developer's assertion that the CTH BB Intersection Improvements fall within the existing right-of-way and that no additional right-of-way will need to be acquired to install the CTH BB Intersection Improvements.* Such confirmation shall be provided by a professional engineer to the Town Clerk. It may take the form of written confirmation from County Highways or a certification of adequacy by the Developer's Engineer. The Town Engineer shall thereafter review the confirmation or certification. If the Town Engineer has "no objection" to same, this requirement shall be deemed satisfied.

(b) Early Start Possible. When requirement regarding the adequacy of the right-of-way has been deemed satisfied by the Town, the Developer may apply for an early start permit. Following receipt of the Developer's application for same, the Town will consider issuance of an early start permit for the Developer.

(c) Construction Plans for CTH BB Intersection Improvements. The Developer shall provide a full set of construction plans in a form acceptable to County Highways to both the Town Engineer and County Highways on or before noon on July 31, 2020. Time is of the essence.

For these purposes, a "full set of construction plans" shall, in addition to the fully dimensioned plan view of the intersection and related items described in Section 2.10(a) above, include all of the items set forth in this Section 2.10(c). Developer's Engineer shall provide County Highways with fully dimensioned plan/profile sheets, construction details, pavement and curb grades, cross section sheets, typical section sheets, traffic control, pavement marking sheets and signing sheets. Plans for bicycle facilities shall be

¹ Developer's Engineer's schematic plans and profiles produced and submitted to the County Highways on or about 8/18/2019 were inadequate for this purpose. On or about 4/28/20, County Highways provided some comments; however, those comments are incomplete because the Developer's Engineer's submission to County Highways was incomplete. The updates made by the Developer's Engineer on 6/19/2020 and the corresponding cross-sections updated on or about 6/19/20 continue to be inadequate for County Highways to determine that the CTH BB Intersection Improvements fall within the existing right-of-way. This was most recently confirmed via 6/24/20 email from Matthew Rice, P.E. of County Highways to Developer's Engineer.

included because bicycle facilities will be required on the northerly westbound side of CTH BB. Plans shall also include all work to Kennedy Road and Buckley Ridge that is within the CTH BB right-of-way.

(d) Time is of the Essence as to Submission of Full Set of Construction Plans to County Highways. If Developer fails to submit a full set of construction plans to both the Town Engineer and the Dane County Highway Department on or before noon on July 31, 2020, then the Town Chair, following consultation with the Town Engineer, Town Clerk and Town Attorney, as needed, may direct the Town Clerk, or her designee, to issue a stop work order for all construction in the entire Plat or all construction in the entire Plat except for the Stormwater Management Facilities, all as determined in the reasonable discretion of the Town Chair. Any stop work order shall be effective as stated in the stop work order.

(e) Time is of the Essence as to County Highways' Approval of Final Construction Plans. If Developer fails to obtain approval of a full set of final construction plans from County Highways on or before noon on September 1, 2020, then a stop work order for all construction in the entire Plat shall be issued automatically and without further notice and shall be effective at noon on September 4, 2020. Written confirmation of the County Highways' approval shall be provided to the Town Engineer and Town Clerk.

(f) Permits and Commencement of Construction. In addition to obtaining final approval of construction plans, Developer shall provide erosion control and stormwater sheets to County Highways and the Town for informational purposes. Prior to commencement of construction, Developer shall obtain separate permitting through the Dane County Land and Water Resources Department ("LWRD"), the Town, County Highways and WDNR, as applicable and required for the CTH BB Intersection Improvements. Developer shall also obtain the Dane County Permit to Work in County Trunk Highway Right-of-Way, which will not be approved based on preliminary plans. Final approved plans are required for issuance of the Right-of-Way Permit. Copies of issued permits shall be provided to the Town Engineer and the Town Clerk.

Developer shall commence construction of the CTH BB Intersection Improvements at its earliest opportunity in the 2021 construction season so that construction is completed in accordance with the schedule required by County Highways.

(g) Time is of the Essence as to Completion of CTH BB Intersection Improvements. *The Developer shall complete installation of the CTH BB Intersection Improvements to the satisfaction of County Highways no later than 5:00 p.m. on August 1, 2021. Time is of the essence.* If, on or before August 1, 2021 at 5:00 p.m., the Town has not received adequate confirmation that the CTH BB Intersection Improvements have been substantially completed to the satisfaction of the Dane County Highway Department, then Developer shall be in default and the Town may draw against the letter of credit² and take over construction of the CTH BB Intersection Improvements to completion. Developer and Developer's Engineer shall assign the full set of construction plans to the Town for

² See Section 10 of this Agreement for additional information on required surety. See the Town Engineer's letters dated June 19, 2020 for the amounts required in the letters of credit Developer shall provide to the Town.

its use in completing the CTH BB Intersection Improvements, all at no cost to the Town. Thereafter, all of the costs that the Town incurs to complete the CTH BB Intersection Improvements, including legal and engineering costs, shall be borne by the Developer.

(h) Surety. The estimated cost of the CTH BB Intersection Improvements shall be included in the surety to the Town that is required for this Plat.³ The surety shall not be released until County Highways verifies that the CTH BB Intersection Improvements have been substantially completed to the satisfaction of the Dane County Highway Department and the Town accepts the same. The Developer and/or County Highways shall provide a copy of County Highways' verification to the Town Clerk and Town Engineer prior to the surety release. (*See also* Section 5.4.)

2.11. Stormwater Discharge into County Highway BB Right-of-Way. Developer has obtained written authorization via email from the Dane County Highway Department to discharge stormwater into the County Highway BB right-of-way. Developer shall provide a copy of such authorization to the Town Engineer and Town Clerk.

2.12. Special Provisions: Additional special provisions regarding Improvements may be set forth in Exhibit 2, which is attached and incorporated by reference. As with other work specified in this Agreement, all special provisions set forth on Exhibit 2 shall be constructed and installed in accordance with plans prepared under the seal of the Developer's Engineer and for which the Town Engineer has issued a written statement of "no objection."

3. CONTRACTORS ENGAGED BY DEVELOPER FOR PROJECT; INDEMNIFICATION AND INSURANCE.

3.1. Approval of Contractor(s). The Developer agrees to engage contractors for all construction, who shall first be approved for such work by the Town Engineer and who shall qualify with every applicable requirement of the Town and any Ordinance, rule or regulation thereof. Prior to the commencement of construction of the Improvements, the Developer shall furnish to the Town Engineer the names of all contractors and subcontractors, together with a classification of the work performed by each and copies of all construction documents relating to the construction of the Improvements. Such submittal shall be prior to the commencement of construction of any of the Improvements. All construction documents for the Improvements are subject to the prior review of the Town.

³ See Section 10 of this Agreement for additional information on required surety. See the Town Engineer's letters dated June 19, 2020 for the amounts required in the letters of credit Developer shall provide to the Town.

- 3.2. Indemnification by Contractor(s). The Developer shall require all contractors engaged in the construction of the Improvements to indemnify and hold the Town and its engineers and consultants harmless from and against any and all claims, losses, damages, costs and expenses which such contractors may or might incur in connection with the construction of the Improvements. Such indemnification and hold harmless clause shall be in form and content acceptable to the Town Attorney and shall be included in each contract which the Developer has with a contractor.
- 3.3. Indemnification by Developer. For a period of time commencing with the execution of this Agreement and expiring fourteen (14) months from the date of substantial completion⁴, the Developer hereby expressly agrees to indemnify, save and hold harmless the Town, Town & Country Engineering, Inc., consultants, employees, officers and agents from and against all claims, costs, suits, causes of actions, demands and liability of every kind and nature, for injury or damage received or sustained by any person or persons or property, whomsoever and whatsoever, in connection with, or on account of the performance of the work contemplated hereby and the construction of the Improvements, except where such claim is the exclusive result of the willful or negligent acts of the Town.⁵ As requested by the Town, the Developer further agrees to aid and defend the Town with legal counsel acceptable to the Town in the event the Town is named as a defendant in any action concerning the performance of the work pursuant to this Agreement, except where such suit is brought by the Developer. The provision is not intended to and shall not be interpreted to limit insurance coverage that may be available to the Town or governmental immunity or other defenses that may be available to the Town, each and all of which are expressly reserved by the Town. It is hereby agreed that the Developer is not an agent or employee of the Town, and neither Developer nor its contractors shall represent itself as an agent or employee of the Town.
- 3.4. Insurance by Contractor(s). The Developer shall also require all contractors engaged in the construction of the Improvements to maintain such reasonable insurance as shall be required by the Town Attorney and Engineer; and upon demand, furnish to the Town Attorney and Engineer, a current certificate of insurance to evidence such insurance. All such insurance shall comply with the

⁴ See Wis. Stat. §236.13, as amended, which applies to all preliminary and final plats as of August 1, 2014. Pursuant thereto, “substantial completion” is defined as follows: “(P)ublic improvements reasonably necessary for a project or a phase of a project are considered to be substantially completed at the time the binder course is installed on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, at the time that 90% of the public improvements by costs are completed.”

⁵ The Town does not by this provision, or by any other provision in this Agreement, waive, reduce or in any way limit any governmental immunity (whether absolute, qualified, as to intentional torts or discretionary acts or other immunity) to which it may be entitled, and hereby expressly reaffirms its right to any and all such immunity, notice of injury, notice of claim and limitation as to damages to the full extent provided by law.

Town's contract requirements pertaining to damage claims, indemnification of the Town and insurance. The Contractor(s) so engaged are required to furnish comprehensive general liability insurance of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident. The Developer is responsible for confirming that such insurance is in place and that the Town and Town & Country Engineering, Inc. is named as an additional insured on such insurance.

4. CONSTRUCTION RELATED ACTIVITIES FOR IMPROVEMENTS.

In connection with the construction of the Improvements, it is hereby agreed as follows:

- 4.1. Scheduling. The Developer agrees that no work shall be scheduled for construction of the Improvements without the Town Engineer's approval of the starting date(s) and construction schedule. The construction of the Improvements shall be completed on or before the completion date(s) set forth in the schedule, unless otherwise extended in writing by the Town.
- 4.2. Commencement. The final plans and specifications, signed by the Developer's Engineer, shall be submitted to the Town Engineer prior to any land disturbance or commencement of work. A starting date will not be approved until (1) a written statement of "no objection" with respect to the final plans and specifications for the Improvements has been issued by the Town Engineer, and (2) the Letter of Credit or other security required by this Agreement has been furnished to the Town.
- 4.3. Completion. All work specified herein shall be completed within twelve (12) months after the date of commencement, and time is of the essence as to completion. The deadline for completion may be extended as to the laying of the final layer of asphalt paving on streets in accordance with Town policy, as recommended by the Town Engineer. Town policy also requires that Developer furnish appropriate surety for the completion of such work as recommended by the Town Engineer, and approved by resolution of the Town Board.
- 4.4. Costs. The Developer agrees that the Town shall not be responsible for any costs or charges related to the construction of the Improvements, and that the Developer is responsible for all such costs, except as otherwise expressly provided for in the Agreement.
- 4.5. Construction Related Activities; Inspection and Certification; Lien Waivers. The Town may periodically review construction progress, conduct inspections and/or complete material testing of the Improvements, and is granted access to the site for such purposes. The Developer shall have the obligation to provide such on-

site inspection as is necessary to obtain written certification from Developer's Engineer that the Improvements, as and when they are completed, are in compliance with the standards and specifications of the Town and this Agreement. The Developer's Engineer's written certification shall be provided to the Town Engineer before the Town Engineer recommends acceptance of the Improvements to the Town Board. In addition, and also prior to recommendation of acceptance of the Improvements, the Developer shall present to the Town valid lien waivers from all persons providing materials and/or performing work on the Improvements for which certification is sought. The Developer agrees that, with the sole exception of the required final course of asphalt, no occupancy permits will be issued by the Town until all of the Improvements have been recommended for acceptance by the Town Engineer; and until all outstanding engineering, inspection and fees related to the Plat (including engineering and inspection charges of the Town) have been paid in full, and affidavits and lien waivers are received by the Town indicating that the contractors, suppliers and subcontractors have been paid in full for all work and materials furnished in order to construct the Improvements.

- 4.6. Maintenance and Repair. The Developer agrees to provide for maintenance and repair of all Improvements until the Improvements are accepted by the Town, and acknowledges that this obligation runs with the land. The Town will endeavor to provide timely notice to the Developer whenever the Town Engineer is not able to recommend acceptance of an Improvement, or otherwise determines that an Improvement does not conform to the Town's adopted standards and specifications or is otherwise defective. The Developer shall have thirty (30) days from the issuance of such notice to correct or substantially correct the defect. It is agreed that the Town shall not declare a default under the Agreement during the aforesaid thirty (30)-day correction period on account of any such defect unless it is clear that the Developer does not intend to correct the defect or unless the Town determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.
- 4.7. Cost Breakdown. The Developer shall, upon substantial completion of the Improvements, provide to the Town a final cost for all of the costs associated with the construction thereof. Such final cost breakdown shall be in such form and content as the Town may reasonably require.

5. DEDICATION OF IMPROVEMENTS, STORMWATER MANAGEMENT FACILITIES, FINE GRADING AND SEEDING OF PARKLAND AND CTH BB INTERSECTION IMPROVEMENTS.

- 5.1. After substantial completion⁶ of the construction of the Improvements in accordance with the Town's standards and specifications, as certified by the Developer's Engineer, and provided there is a written statement of "no objection" from the Town Engineer, the Developer shall dedicate the Improvements to the Town.
- 5.2. With respect to the Stormwater Management Facilities, and as stated in Section 2.2 above, Developer shall provide the Town with a professional engineer's certification that the following conditions are met: (a) the as-built stormwater management facilities were constructed in accordance with the County-approved plans and specifications and are operating as designed; (b) any required plantings are adequate, well-established, and reasonably free of invasive species; and, (c) any necessary maintenance, including removal of construction sediment, has been properly performed. This certification shall be to the Town and is in addition to the certification required and accepted by Dane County. Developer shall provide the Town with a copy of the certification to Dane County, as well as Dane County's acceptance of same. The certification to the Town, and the Town's acceptance thereof, is required before the Town will accept dedication of the Stormwater Management Facilities. The Town Engineer shall review the certification to determine that it meets the requirements of this paragraph. The Developer shall continue to be responsible for operation and maintenance of the Stormwater Management Facilities and Outlot 1 until the Town accepts the dedication of the Stormwater Maintenance Facilities. (*See also* Section 2.2.)
- 5.3. As indicated on the Plat, Developer has dedicated Outlot 2 to the public for parkland purposes and shall fine grade and seed the parkland at Developer's expense and in accordance with the approved grading plans. At such time as fine grading and seeding is completed to the satisfaction of the Town Engineer, the Town Engineer shall recommend that the Town accept dedication of the fine grading and seeding work.
- 5.4. Acceptance of the CTH BB Intersection Improvements shall require verification that the CTH BB Intersection Improvements have been substantially completed to

⁶ See Wis. Stat. §236.13, as amended, which applies to all preliminary and final plats as of August 1, 2014. Pursuant thereto, "substantial completion" is defined as follows: "(P)ublic improvements reasonably necessary for a project or a phase of a project are considered to be substantially completed at the time the binder course is installed on roads to be dedicated or, if the required public improvements do not include a road to be dedicated, at the time that 90% of the public improvements by costs are completed."

the satisfaction of the Dane County Highway Department as well as a letter of “no objection” from the Town Engineer. (*See also* Section 2.9.)

- 5.5. Acceptance of the dedication of the general public improvements within the Plat, the Stormwater Management Facilities, the fine grading and seeding of Outlot 2 and the CTH BB Intersection Improvements requires the approval of a motion by the Town Board.
6. **GUARANTEE OF THE WORK.** The Developer agrees to guarantee and warrant all work performed under this Agreement against defects in workmanship or materials for a period of *fourteen (14) months from the date of substantial completion*⁷ of the Improvements. If any defect should appear during the guarantee period, as determined in the reasonable discretion of the Town Engineer, the Developer agrees to make required replacement or acceptable repairs of the defective work at the Developer’s own expense. Furthermore, following such notice to and repair by the Developer, the guarantee period shall be extended for an additional fourteen (14) month period from the date of Developer’s completion of the repair. All guaranties or warranties for materials or workmanship which extend beyond the guarantee period are hereby assigned by the Developer to the Town, and confirmation of same shall be provided to the Town Engineer.
7. **COMPLIANCE WITH LAW.** When performing its obligations under this Agreement, the Developer shall comply with all terms of this Agreement, relevant laws, ordinances and regulations in effect, as promulgated by all governmental bodies having jurisdiction thereover. In the event of a conflict among the requirements, the stricter provisions shall control.
8. **FEES PAYABLE PRIOR TO CONSTRUCTION.** The Developer agrees to pay the Town for all outstanding fees and assessments levied against the Property prior to the start of construction of the Improvements.
9. **DEVELOPER TO REIMBURSE THE TOWN FOR COSTS SUSTAINED.** In addition to any escrow arrangement required by the Town pursuant to its customary practice for administering development projects, the Developer shall reimburse the Town for its actual cost of design, inspection, testing, construction, and associated legal and other fees associated with the Development. The Town’s costs shall be determined as follows:
 - 9.1. The cost of Town employees’ time engaged in any way with the required Improvements based on the hourly rate paid to the employee multiplied by a factor determined by the Town representing the Town’s cost for expenses,

⁷ See *Id.*

- benefits, insurance, sick leave, holidays, overtime, vacation and similar benefits.
- 9.2. The cost of Town equipment employed.
 - 9.3. The cost of mileage reimbursed to Town employees and consultants that is attributable to the Development.
 - 9.4. The actual costs of Town materials incorporated into the work, including transportation costs, plus a restocking and/or handling fee not to exceed 10% of the cost of the materials.
 - 9.5. All costs and expenses incurred by Town in connection with the Development, including, but not limited to, the cost of professional services incurred by the Town for the review and preparation of required documents, attendance at meetings or other related professional services.
 - 9.6. Unless the amount totals less than \$50.00, the Town shall bill the Developer monthly for expenses incurred by the Town. Bills outstanding for more than thirty (30) days may accrue interest at the rate of 1% per month.

10. SURETY.

- 10.1. The Developer agrees to furnish the Town, prior to the commencement of any work under this Agreement, with surety in the form of one or more irrevocable Letters of Credit⁸⁹, in a form deemed acceptable by the Town Attorney, in the amount to be approved by the Town Engineer, to secure performance of this contract in accordance with the Town Subdivision Ordinance. The Letter of Credit shall be payable at sight to the Town and will bear an expiration date not earlier than twelve (12) months after the date of delivery to the Town. The Letter of Credit shall include a provision requiring that the Town be given written notice not less than forty-five (45) days and not more than sixty (60) days prior to the expiration of the letter. Developer shall provide a new Letter of Credit satisfactory to the Town not less than ten (10) days prior to the expiration of any earlier Letter of Credit sufficient to cover the balance of any work to be performed by Developer hereunder and any sum required to secure the guarantee of work required by this Agreement. The Letter of Credit will be payable to the Town at any time upon presentation of: (i) a sight draft on the issuing Bank in the amount to which the Town is entitled to draw pursuant to the terms of this Agreement; (ii) an affidavit executed by an authorized Town official stating that the Developer is in default under this Agreement; and (iii) the original of the

⁸ If the Developer prefers to provide a form of security other than a letter of credit, the Developer must contact the Town Attorney prior to executing this Development Agreement so that appropriate language can be incorporated in the Development Agreement. Please see Wis. Stat. § 236.13 for additional details. The language for letters of credit is in the template because it is the most common form of security provided by Developers in the Town.

⁹ The Town Engineer issued letters dated June 19, 2020 as to the required amounts for the CTH BB-Kennedy Road Intersection and Improvements other than the Stormwater Management Facilities, which letters are incorporated herein by reference. Dane County determined the amount required for the letter of credit for the Stormwater Management Facilities.

Letter of Credit.

- 10.2. As work progresses on installation of Improvements constructed as part of this contract, the Town Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of construction (street, stormwater or other improvements) are completed by the Developer, the Town Engineer is authorized, upon submission of lien waivers by the Developer's contractors, to recommend reduction in the amount of surety. Any reduction shall require approval by motion of the Town Board.
- 10.3. Following the Town's acceptance of the Improvements, as indicated by motion of the Town Board, the Town agrees to reduce the surety to an amount which does not exceed ten percent (10%) of the cost of the Improvements, as estimated by the Town Engineer, to secure performance of the guarantee described in this Agreement.
- 10.4. Developer agrees to provide written notice of the expiration of any Letter of Credit (or replacement Letter of Credit) provided for herein not less than forty-five (45) days nor more than sixty (60) days prior to its expiration, by sending notice to the following address:

Town Clerk
Town of Cottage Grove
4058 County Road N
Cottage Grove, WI 53527
Phone: 608-839-5021
Fax: 608-839-4432
www.tn.cottagegrove.wi.gov

11. **COVENANTS AND RESTRICTIONS; STORMWATER MANAGEMENT AGREEMENT; DRAINAGE EASEMENTS; AND, OTHER LEGAL DOCUMENTS.**

- 11.1. Declaration of Covenants, Restrictions, Conditions and Easements. Prior to commencement of construction of Improvements under this Agreement, Developer shall submit the *Declaration of Covenants, Restrictions, Conditions and Easements* ("Declaration") to the Town Attorney and Town Board for review and approval as to conformity with the Town Subdivision Ordinance and any conditions of approval. The Declaration shall contain provisions which provide for site plan and architectural review procedures for any Lots to ensure that the represented quality of the Plat and related improvements is maintained. The

foregoing instrument shall be recorded concurrent with recording of the Plat and shall run with the land.

- 11.2. Stormwater Management and Maintenance Agreements. Developer shall also enter into the County's *Agreement for Maintenance of Stormwater Management Measures* and the Town's *Dedication and Supplemental Agreement regarding Stormwater Management of Outlot 1*, which are in recordable form and satisfactory to the Town Engineer and Town Attorney, prior to the commencement of construction. The Developer shall maintain the Stormwater Management Facilities, at the expense of Developer, until the Town accepts the Improvements, and after acceptance of the Improvements by the Town, the homeowner association formed by Developer shall maintain the Stormwater Management Facilities at the expense of the association. In the event the association fails to properly maintain the Stormwater Management Facilities, then the Town's *Dedication and Supplemental Agreement regarding Stormwater Management of Outlot 1* shall apply, which provides that the Town may enter the Property and maintain the Stormwater Management Facilities, with the cost thereof to be charged back as a special charge to the owners of Lots within the Development. The foregoing instruments shall be recorded concurrent with recording of the Plat and shall run with the land.
 - 11.3. Drainage Easements. The Plat shall be subject to blanket drainage easements subject to an easement agreement entitled *Perpetual Stormwater Drainage Easements* and shall be depicted on the Plat, all in a manner acceptable to the Town Attorney and Town Engineer. The foregoing instrument shall be recorded concurrent with recording of the Plat and shall run with the land.
 - 11.4. Temporary Turnaround Easement. Temporary circular easements for vehicle turnaround purposes shall be granted at the north limits of Scenic Oaks Drive and Wooded Ridge Trail, all as further described in the *Temporary Turnaround Easement*. The Developer shall install a TEE at the end of Scenic Oaks Drive and a circular cul de sac at the end of Wooded Ridge Trail, all in accordance with Plans approved by the Town Engineer. Both turnarounds shall be paved with 2 inches of asphalt. The foregoing instrument shall be recorded concurrent with recording of the Plat and shall run with the land.
 - 11.5. Other legal documents and related special provisions required for this Plat shall be as specified on **Exhibit 2**.
12. **SURVEY MONUMENTS.** Temporary survey points may be utilized until construction is complete, with Developer to set final irons/monuments after construction is completed and provide a written certification from a registered surveyor that all corners were set as required by law. Developer agrees to install all survey monuments for the final Plat in

the manner required by law and Town Ordinance, except that pursuant to the provisions of Wis. Stat. § 236.15(1)(h), Developer shall have a period of up to five (5) years after the date of execution of this Agreement by all parties within which to complete installation of all required monuments in the entire Development as required by law and Town Ordinance. Notwithstanding the foregoing, Developer agrees to complete all such survey work for the Plat by the time of completion of Improvements for the Plat. Developer will provide security in the amount and manner reasonably required by the Town Engineer at the time of commencement of construction of the Plat based on estimates from responsible surveying firms, to secure the full costs of such survey monumentation work within such time period. Said amount shall be included in the Surety required by this Agreement. If not specifically enumerated in the surety provided to the Town that is required for this Plat, then the Town Engineer shall require that a reasonable portion of the surety required for this Plat, as determined by the Town Engineer, be maintained to assure that final irons and monuments have been set. Because Wisconsin Statutes give Developer an extended period of time to complete installation of survey monuments, the Developer may be required to renew a Letter of Credit to the Town solely for this purpose.

13. **PARKLAND DEDICATION OR FEE IN LIEU OF DEDICATION.** The Town acknowledges that Developer has fully satisfied the Town Ordinances with regard to the dedication of parklands or the payment of fees in lieu of dedication of parklands for the Development upon recording the Plat. As indicated on the Plat, Developer has dedicated Outlot 2 to the public for parkland purposes and shall fine grade and seed the parkland at Developer's expense and in accordance with the approved grading plans. At such time as fine grading and seeding is completed to the satisfaction of the Town Engineer, the Town Engineer shall recommend that the Town accept dedication of the fine grading and seeding work. Acceptance shall be by motion of the Town Board.

Following the Town's acceptance of the dedication, the agreement set forth in this paragraph shall take effect. The Town and Developer agree that the Town Ordinances require the dedication of 2,000 square feet of parkland per Lot within the Plat (or payment in lieu of dedication, which is not being required by the Town). Dedication to the public for stormwater management purposes does not satisfy this requirement. To meet the parkland dedication requirements for the Plat, the Developer is dedicating Outlot 2 to the Town. Outlot 2 is 2.228 acres, and the Town's dedication requirement for 16 Lots is 0.73 acres. Developer and the Town agree that the excess acreage dedicated in the amount of 1.498 acres may be applied as a credit against the dedication requirements for the first addition to Kennedy Hills, at such time as the plat for the first addition is submitted to the Town. The dedication requirements for the first and second additions to the Plat shall be those requirements in effect at the time that the plat for each addition is submitted to the Town.

14. **FEE FOR INITIAL IMPROVEMENTS TO PARKLAND.** The Town acknowledges

that Developer shall satisfy a portion of the fee for initial improvements to parkland by installing the trails described on **Exhibit 2**, which is attached hereto and incorporated by reference. The Developer estimates that the cost for installation of the trails (on a time and materials basis) is \$15,000.00, and that Developer will track actual costs as the project proceeds and installation is complete. *At that time, the Developer and Town Engineer shall confirm the value of the trail as-built, which amount shall serve as a credit or setoff against the total fee for initial improvements to parkland.*

The Town and Developer agree that the total fee for initial improvements to parkland is \$2000.00 per Lot x 16 Lots, or \$32,000.00. *This fee is due and payable on a per Lot basis at the time that building permits are pulled for a particular Lot.* If the as-built value of the trails is \$15,000.00, then the per lot amount of the fee would be:

$\$32,000.00 - \$15,000.00 = \$17,000.00 / 16$, which is *estimated* as \$1062.50 per Lot.

The calculation above is an estimate. The *actual* amount per Lot will be calculated using the as-built value agreed to by the Town Engineer and Developer. As a matter of fairness to all concerned, the Town requests that the Developer disclose this fee for initial improvements to parkland to prospects and buyers of lots based on the actual calculations and the balance due. The Developer may also prepay the fee to the Town at any time.

15. **ANNEXATION.** Developer agrees that at no time will the Developer petition to annex or attach all or any part of the Property to any city or village under applicable annexation or boundary agreement laws, without the consent of the Town. Developer further acknowledges that any such annexation shall result in damages to the Town, which damages shall be substantial and difficult to quantify. Developer and Town agree to quantify such damages by applying to this Development the terms and calculations used to calculate Tax Increment in Tax Increment Districts formed under Wis. Stat. § 66.1105. The Town's liquidated damages shall be equal to the Tax Increment that would be calculated and paid to the Town over a 5 year build-out at a present value which is the anticipated value of the Development as represented by the Developer, and paid to the Town annually over a 27 year period. Generally speaking, the Tax Increment is the combined mil rate multiplied by the Tax Incremental Base reduced by the Value Increment.

16. **GENERAL CONDITIONS.**

16.1. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Furthermore, the Town does not by this Agreement assure the Developer or any third-parties that the Developer or Owner is entitled to any other required approvals for the Plat or for subsequent additions to the Plat.

16.2. 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 Town and Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.

- 16.3. Town Rights Retained. The Town does not hereby waive, and expressly retains, its right to governmental immunity and other defenses that may be available to the Town. The obligations set forth herein are not intended to, and shall not be interpreted to, limit the Town's insurance coverage or other similar protections. To the extent not expressly contracted in this Agreement, the Town retains and expressly reserves its legislative discretion.
- 16.4. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Town and the Developer.
- 16.5. Default. A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The Town reserves to itself all remedies available at law or equity as necessary to cure any default. The Town also reserves to itself the right to draw on a Letter of Credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction in the approved final Plat and prohibiting the transfer or sale of Lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.
- 16.6. Entire Agreement. This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the Town.
- 16.7. Attorney Fees. If the Town is required to resort to litigation or arbitration to enforce the terms of this Agreement, and if the Town prevails in the litigation or arbitration, the Developer shall pay all Town costs, including reasonable attorney fees and expert witness fees. If the court or arbitrator awards relief to both parties, each will bear its own costs in their entirety.
- 16.8. Time. For the purpose of computing the commencement, abandonment and completion periods, and time periods for Town or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Town from performing their/its obligations under the Agreement.

- 16.9. 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 part, term or provision was never part of the Agreement.
- 16.10. Benefits; No Assignment Without Prior Approval. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the Town. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer.
- 16.11. Notice. Any notice or offer or demand given hereunder, except notices to the Town Clerk regarding surety (*see* Section 10.4), shall be sent: (a) by electronic mail to the known email address of the persons identified below, with delivery presumed within five (5) minutes during the Town of Cottage Grove's normal Town Hall business hours, unless an automatic reply indicates that said person is absent; (b) by United States mail, postage pre-paid, to the Parties' respective addresses set forth below, with delivery presumed three (3) business days following mailing; (c) by registered or certified United States mail; (d) by commercial delivery service with the tracked delivery date serving as confirmation of actual delivery; or, (e) by personal delivery, with delivery on the date personally delivered. Either party may unilaterally change its representative, address and email by giving notice of the change to the other party.

If to Developer:

David C. Riesop
Kennedy Hills, LLC
306 W. Quarry Street
Deerfield, WI 53531
Phone: 608-764-5602
Email: wismapping@charter.net

If to Town:

Town of Cottage Grove
Attn: Town Clerk
4058 County Road N
Cottage Grove, WI 53527
Phone: 608-839-5021
Fax: 608-839-4432
Email: clerk@towncg.net

- 16.12. Recordation. The Town may record this Agreement or a memorandum of this Agreement in the Register of Deeds Office. All costs of recording shall be paid

by the Developer.

16.13. Effective Date. This Agreement shall be effective as of the date and year executed by both parties.

16.14. Exhibits. The following are attached hereto and fully incorporated by reference:
Exhibit 1: Identification of Plans
Exhibit 2: Special Provisions

Executed in Dane County, Wisconsin, on this _____ day of _____, 2020.

TOWN OF COTTAGE GROVE

By: _____
Kris Hampton, Town Chair

Attest: _____
Kim Banigan, Town Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2020, the above-named Kris Hampton and Kim Banigan, Chairperson and Clerk of the Town of Cottage Grove, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the Town’s authority.

Notary Public, State of Wisconsin
My Commission Expires: _____

Executed in Dane County, Wisconsin, on this _____ day of _____, 2020.

**DEVELOPER/OWNER:
KENNEDY HILLS, LLC**

By: David C. Riesop
Its: Sole Member and Authorized
Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2020, the above-named David C. Riesop, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Kennedy Hills, LLC.

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

MARITAL PROPERTY STATEMENT

I am married and am entering this Agreement in the interest of my marriage and family.

Date: _____

By: David C. Riesop, Individually and on behalf
of Kennedy Hills, LLC

This instrument drafted for the Town by:

Constance L. Anderson, Special Counsel
Anderson Consults, LLC
PO Box 3004
Madison, WI 53704
connie@andersonconsultswi.com
608-249-1865
www.andersonconsultswi.com

EXHIBIT 1
IDENTIFICATION OF PLANS

PLANS: The Town Engineer has reviewed the following Plans and prepared a review letter dated June 19, 2020, which is incorporated by reference. Developer shall make all of the corrections noted in the Town Engineer’s review letter dated June 19, 2020. The following items were included in the Town Engineer’s review and may be referred to generally herein on the basis of his review of the following:

- An Erosion Control and Storm Water Management Report for Kennedy Hill Plat-Phase I dated March 31, 2020
- A revised preliminary plat containing 16 lots and 2 outlots on 22.090 acres dated 5/14/2020 and received from the Town on May 28, 2020.
- A final plat containing 16 lots and 2 outlots on 22.090 acres received from the Town on May 28, 2020.
- The following documents received from the Developer’s engineer on June 1, 2020:
 - A revised grading and erosion control plan dated May 31, 2020
 - Revised plan and profile sheets for Wooded Ridge Trail and Fields Road dated May 31, 2020
 - Kennedy Road Sight Distance Report dated 5/4/2020
- An email dated 5/26/20 from the Dane County Highway Department with CTH BB intersection plans dated 4/10/20 from the Developer’s Engineer
- An email dated 5/27/20 from Dane County Highway Department which authorizes construction of the CTH BB/Kennedy Road intersection to be constructed by August 1, 2021 with conditions
- An email dated 6/2/20 from Dane County Highway Department which includes:
 - Approval of stormwater discharge into CTH BB right of way
 - Statement from County with conditions for a Permit to Work in County Trunk Highway Right of Way
 - Applicant must resubmit plans that address previous County comments dated April 28, 2020
 - Provide copy of Dane County Stormwater & Erosion Control Permit
- An email from the soil tester dated June 2, 2020 that states that a majority of the land is suitable for conventional septic systems and a few lots may require mound systems
- The following documents received from Developer’s engineer on June 8, 2020:
 - CTH BB correspondence with Dane County Highway Dept.
 - CTH BB intersection improvement plans
 - CTH BB plan and profiles
 - Kennedy Road plan and profiles
- The following documents received from Developer’s engineer on June 10, 2020:
 - Engineer’s Estimates for Probable Construction Costs
 - Erosion Control and Stormwater Management Items = \$178,030
 - Kennedy Hills Plat Phase I Items less above items = \$374,042

- CTH BB/Kennedy Road Intersection Improvements = \$309,684
 - Grading and Erosion Control Plan dated 5/31/20
 - Grading and Erosion Control Details dated March 18, 2020
 - Southeast Storm Pond Plan dated March 31, 2020
 - Road Plans and Profiles for Fields Road, Wooded Ridge Trail and Scenic Oak Drive revised 5/31/20
- Kennedy Hills Phase I Specifications Book dated June 10, 2020

THE PLANS IDENTIFIED ABOVE MAY BE UPDATED WHEN DEVELOPER MEETS THE REVIEW LETTER REQUIREMENTS OR OTHER REQUIREMENTS. FOR THE CONVENIENCE OF ALL CONCERNED, THIS EXHIBIT 1 MAY BE AMENDED TO REFLECT SUCH CHANGES; HOWEVER, SAID AMENDMENT(S) SHALL ONLY BE EFFECTIVE WHEN THE PLAN(S) IDENTIFIED ARE: (1) SET FORTH IN A WRITTEN NOTICE FROM THE TOWN ENGINEER TO THE TOWN CLERK THAT IDENTIFIES THE UPDATED PLAN(S); AND, (2) THE WRITTEN NOTICE IS SIMULTANEOUSLY PROVIDED TO THE DEVELOPER AND DEVELOPER'S ENGINEER. AN APPROPRIATE EMAIL MAY SERVE THIS PURPOSE.

Plans updated prior to final approval of the Development Agreement by the Town Board include:

- Kennedy Hills Plat Grading and Erosion Control Details as Exhibit #4, page 1 of 1 and dated June 23, 2020

EXHIBIT 2
SPECIAL PROVISIONS

1. **CARPC Requirements.** CARPC recommendations are hereby made requirements of the Town.
2. **Final Plat.** Developer shall make all changes to the Plat requested by the Town Engineer in his review letter dated June 19, 2020, which is incorporated herein by reference. A separate sheet shall be included in the final plat that shows the building envelope for each lot in the Plat as well as the blanket easements described in the document entitled *Perpetual Stormwater Drainage Easements*.
3. **Location of Trails on Outlot 2.** The trails on Outlot 2 shall be located as indicated on the map included in the Kennedy Hills Plat Grading and Erosion Control Details Exhibit #4, page 1 of 1 and dated June 23, 2020, and which is incorporated herein by reference as if set forth fully herein.
4. **Final As-Built Grading Plan Required.** The Grading Plan approved for this Plat overall is included in the Kennedy Hills Plat Grading and Erosion Control Details as Exhibit #4, page 1 of 1 and dated June 23, 2020, and which is incorporated herein by reference as if set forth fully herein. Following substantial completion of construction of the Improvements, Developer shall promptly prepare a final as-built grading plan (“Final As-Built Grading Plan”). The Final As-Built Grading Plan shall be submitted to the Town Engineer and the Town Clerk both electronically and as hard copy. No building permits for residences shall be issued until the Town Engineer confirms that he has “no objection” to the Final As-Built Grading Plan. The Final As-Built Grading Plan shall be used to make the determination required by this Development Agreement and shall be incorporated by reference as if fully set forth herein.

CONSENT OF LIENHOLDERS

The undersigned mortgagees or other lienholders, having an interest in the real estate subject to the Development Agreement described herein, do hereby consent to the foregoing, and join in the execution hereof solely as a lienholder and hereby agree that in the event of the foreclosure of the interest in said real estate or other sale of the real estate under judicial or non-judicial proceedings, the real estate shall be sold subject to the Development Agreement.

Dated: _____, 2020.

BANK OF DEERFIELD

Lienholder Name

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

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

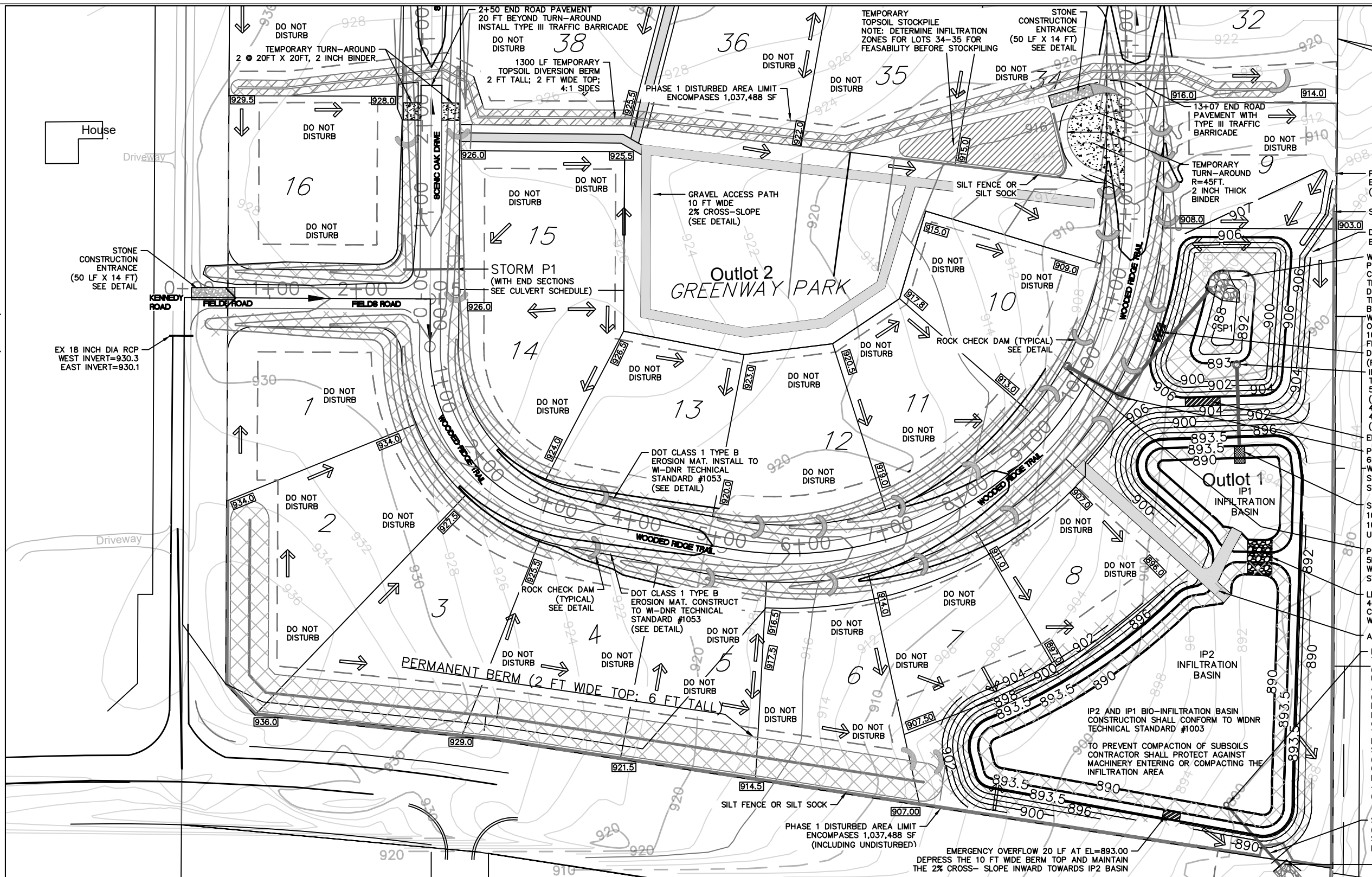
Print Name: _____

Notary Public, State of Wisconsin

My Commission: _____

Cleveland F. Gombar PE N157 NAVARINO ROAD, SHIOCTON, WI 54170 (920) 604-1504

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
 TDD(FOR THE HEARING IMPAIRED)(800)542-2289
 WS. STATUTE 182.0175 (1974)
 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE



PHASE 1 DISTURBED AREA LIMIT ENCOMPASSES 1,037,488 SF (INCLUDING UNDISTURBED)

SILT FENCE OR SILT SOCK

DOT CLASS 1 TYPE B EROSION MAT (SEE DETAIL)

WET BOTTOM POND PERMANENT POOL TOP EL=893.00 CONSTRUCT TO WISCONSIN DNR TECHNICAL STANDARD # 1001 DURING PLAT CONSTRUCTION USE AS A TEMPORARY SEDIMENT TRAP BOTTOM ELEVATION=888.00 WHEN SEDIMENT DEPTH OVER 2 FEET-CLEAN SUMP 10FT WIDE SAFETY SHELF AT 10:1 FROM EL=893.00 TO EL=892.00 DITCH OVERFLOW INTO SP1- 20 LF AT EL=904.75 (FROM DITCH INTO SP1 FOR LARGE STORM EVENTS) INLET STANDPIPE STRUCTURE TOP ELEVATION= 901.40 5 FT DIA. BASE REDUCED TO 4 FT DIA. TOP (WITH HAALA CG48TM CONE GRATE) 4.50 INCH ORIFICE ELEV.= 893.00 42 INCH PIPE OUT ELEV.= 892.50 (SEE DETAIL AND PIPE SCHEDULE) EMERGENCY OVERFLOW-40 LF AT EL=904.60 P3E DITCH INLET RIM EL=903.50 6FT DIA. PRE-CAST CONCRETE MANHOLE WITH HAALA CG72TM CONE GRATE STORM P3 (WEST) ENTERS AT EL=899.00 STORM P3 (EAST) EXITS STRUCTURE AT EL=898.50 STORM P4 (SP1) OUTLET EL=890.00 100YR EVENT VELOCITY= 11 FT/S 10YR EVENT VELOCITY= 5 FT/S USE SCOUR STOP (12FT X 24FT) P3W DITCH INLET RIM EL=905.50 5FT DIA. PRE-CAST CONCRETE MANHOLE WITH HAALA CG60TM CONE GRATE STORM P3 (WEST) EXITS STRUCTURE AT EL=901.00 LEVEL SPREADER-STONE TOP EL=891.00 40 FT WIDE X 38 FT LONG X 1 FT TALL CONSTRUCTION SHALL CONFORM TO WDNR TECHNICAL STANDARD #1003 ACCESS 12FT WIDE GRAVEL (SEE DETAIL) P5 INLET STANDPIPE STRUCTURE TOP ELEVATION= 890.60 60 INCH DIA. (WITH TRASH RACK) UNDERDRAIN TILE= 10 0.50 FT DIA. AT EL=888.50 (INTER-CONNECT SEVERAL 0.50 FT DIA. TILES AND REGULATE WITH KNIFE GATE VALVE AT STANDPIPE) CONTINUE UNDERDRAIN THROUGHOUT IP1 AND IP2. INSTALL CLEANOUT RISERS TO SURFACE EL=890.00 AND CAP. (IN EMERGENCY USE THE AT-GRADE 6 INCH PVC AT STANDPIPE AND REGULATE WITH KNIFE GATE VALVE) 42 INCH PIPE OUT ELEV.= 886.00 (SEE DETAIL AND PIPE SCHEDULE) STORM P5 (WITH END SECTION AT RIPRAP - SEE DETAIL AND PIPE SCHEDULE; USE PIPE TIES ON LAST 3 SECTIONS) RIP-RAP OUTLET PROTECTION TO DANE COUNTY STANDARDS OUTFALL ELEV.=885.50 (SEE DETAIL AND PIPE SCHEDULE)

EMERGENCY OVERFLOW 20 LF AT EL=893.00 DEPRESS THE 10 FT WIDE BERM TOP AND MAINTAIN THE 2% CROSS-SLOPE INWARD TOWARDS IP2 BASIN

TO PREVENT COMPACTION OF SUBSOILS CONTRACTOR SHALL PROTECT AGAINST MACHINERY ENTERING OR COMPACTING THE INFILTRATION AREA

IP2 AND IP1 BIO-INFILTRATION BASIN CONSTRUCTION SHALL CONFORM TO WDNR TECHNICAL STANDARD #1003

CONTINUE RIP-RAP INTO DITCH BOTTOM

CULVERT SCHEDULE

| PIPE NAME | LENGTH (LF) | DIAMETER (INCHES) | MATERIAL | SLOPE (%) | UP INVERT | DOWN (OUT) INVERT | 10 YR STORM FLOW CFS | 10 YR STORM VELOCITY FT/S | RIPRAP CUBICAL STONE SIZE D50 (INCHES) | MINIMUM RIPRAP W-WIDTH FT | MINIMUM RIPRAP L-LENGTH FT | MINIMUM RIPRAP W2WIDTH FT | COMMENTS |
|------------------------------|-------------|-------------------|----------|-----------|-----------|-------------------|----------------------|---------------------------|--|---------------------------|----------------------------|---------------------------|--|
| STORM P1 | 60 | 34" X 22" | E-RCP | 0.8300 | 924.50 | 924.00 | 18.00 | 4.40 | N/A | | | | SCENIC OAK DRIVE AT FIELDS ROAD |
| STORM P2 | 60 | 24 | RCP | 0.8300 | 922.00 | 921.50 | 11.50 | 5.50 | 4 | 6.0 | 23.0 | 12.0 | WOODED RIDGE TRAIL AT WOODLAND CROSSING |
| STORM P3-WEST | 69 | 42 | RCP | 0.0290 | 901.00 | 899.00 | 44.58 | 4.63 | N/A | | | | WEST SIDE WOODED RIDGE TRAIL AT SP1 |
| STORM P3-EAST | 162 | 42 | RCP | 0.0340 | 898.50 | 893.00 | 74.85 | 7.78 | 10 | 10.5 | 46.0 | 16.5 | WOODED RIDGE TRAIL AT SOUTHEAST POND (EAST SIDE) |
| STORM P4 (SP1) | 96 | 42 | RCP | 0.0259 | 892.50 | 890.00 | 49.28 | 5.12 | N/A USE | SCOUR | STOP | 0.0 | JOINS STORM POND TO INFILTRATION BASIN |
| STORM P5 (SE IP1-IP2 OUTLET) | 105 | 42 | RCP | 0.0048 | 886.00 | 885.50 | 23.90 | 2.48 | 4 | 10.5 | 34.0 | 13.5 | SE IP1-IP2 INFILTRATION BASIN OUTLET |

KENNEDY HILLS PLAT
 TOWN OF COTTAGE GROVE, DANE COUNTY, WI
 GRADING AND EROSION CONTROL PLAN
 EXHIBIT #4
 DATED: JUNE 23, 2020

WISCONSIN MAPPING
EX 2 OF DEVELOPMENT AGREEMENT
 ENGINEER: CLEVELAND F. GOMBAR PE

**PERPETUAL STORMWATER
DRAINAGE EASEMENTS**

(“Easement Agreement”)

Legal Description of Affected Property:

Lots 1 - 16, Outlot 1,
Plat of Kennedy Hills, Town of Cottage Grove,
Dane County, Wisconsin.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor Owner (the "Owner") does hereby convey, grant, transfer and assign to the Grantee Town of Cottage Grove, Dane County, Wisconsin, a Wisconsin body corporate and politic (the "Town"), and its successors and assigns, the perpetual rights and easements hereinafter described.

1. ***Perpetual Accessways and Stormwater Drainage Easements.*** Owner does hereby grant, convey, transfer, and assign to the Town, perpetual accessways and stormwater easements (the “Drainage Easements”) over, under and across the premises shown and described in **Exhibit A** attached hereto and incorporated herein (the "Drainage Easement Areas") for the following purpose: to survey, construct, erect, install, grade, maintain, inspect, operate, repair, move, remove, replace and reconstruct stormwater drainage and/or storm sewer structures or other drainage and stormwater control improvements including, but not limited to, culverts and necessary underground and aboveground associated facilities, accessories and appurtenances (collectively the “Facilities”). The Drainage Easement Areas shall also serve as perpetual accessways that provide the Town and the Town’s agents, officers, employees, and contractors access, ingress and egress to the Drainage Easement Areas by foot, motorized machinery and/or motorized vehicles.

2. ***Binding Effect and Assignability.*** The Drainage Easements shall run with the lands described herein, are binding upon the heirs, successors and assigns of the Owner, and shall perpetually benefit the Town, its successors and assigns. The Town shall have the right to assign the easement rights granted hereunder, with or without the consent of the Owner. This Easement Agreement shall be recorded with the Dane County Register of Deeds office concurrent with recording of the

RETURN TO:

Kim Banigan, Town Clerk
Town of Cottage Grove
4058 CTH N
Cottage Grove, WI 53527

P.I.N.

0711-191-8501-0

Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin (the "Plat").

3. **Restrictions on Owner.** Except as restricted by this Easement Agreement, Owner shall retain all of Owner's rights with regard to Owner's property.

a. **Obligations from Declaration Incorporated by Reference.** Owner's obligations are set forth with greater particularity in Article 3 of the Declaration of Covenants, Restrictions, Conditions and Easements for the Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin (the "Declaration") which is recorded in the Dane County Register of Deeds office and incorporated herein by reference. In the event of a conflict between the Declaration and this Easement Agreement, the more restrictive provisions shall apply.

b. **No Act to Interfere with Facilities.** Owner agrees not to perform or permit any act which interferes with the operation or maintenance of the Facilities or otherwise endangers the Facilities.

c. **Obstructions Prohibited in Drainage Easement Areas.** Within the Drainage Easement Areas, Owner shall not: erect, construct, or install any landscaping, building, fence or structure of any kind, utility pedestals, or any other objects, permanent or temporary that impedes or interferes with the flow of water, drainage, or the Facilities; plant any trees or shrubs that impede or interfere with the flow of water, drainage, or the Facilities; or, change or permit changes to the grade.

d. **Removal of Encroachments at Owner's Expense.** If any such structures are built or encroachments occur in violation hereof, and the Town determines, in its sole discretion, that the partial or complete removal or demolition of said structure(s) is necessary to abate the encroachment, then the Town shall have the right to remove or demolish said structure(s) following thirty (30) days notice of its determination to the Owner. Notice of the Town's determination shall be sent to the Owner at the address showing on the Dane County tax roll. Notice to the Town shall be sent to the Town Clerk at the Town Hall. Any notice given hereunder shall be sent: (a) by United States mail, postage pre-paid, with delivery presumed five (5) business days following mailing; (b) by registered or certified United States mail; (c) by commercial delivery service with the tracked delivery date serving as confirmation of actual delivery; or, (d) by personal delivery, with delivery on the date personally delivered. Owner shall be fully responsible for the expense incurred by the Town for such removal or demolition, including legal and professional consulting fees actually incurred by the Town. Expenses incurred by the Town may be placed on the tax roll as a special charge as permitted by law.

Owner shall not be entitled to any reimbursement from the Town for repair or replacement of such structures or encroachments.

- e. ***Owner to Mow, Maintain and Repair.*** Owner shall mow, maintain and repair the Drainage Easement Area, all as set forth with particularity in Article 3 of the Declaration of Covenants, Restrictions, Conditions and Easements for the Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin (the “Declaration”) which is recorded in the Dane County Register of Deeds office and incorporated herein by reference.
4. ***Ownership Warranty.*** Owner represents and warrants to be the sole owner of the Drainage Easement Areas.
5. ***Voluntary Transaction.*** Owner acknowledges and agrees that the conveyance of the easement rights pursuant to this Easement Agreement is voluntary. The transaction is being completed as part of the subdivision plat approval process pursuant to Wis. Stat. ch. 236.
6. ***Governing Law and Interpretation.*** This Easement Agreement shall be governed by laws of the State of Wisconsin. If any provision of this Easement Agreement is held unenforceable, the remainder of these provisions shall be given effect to the maximum extent possible. The parties agree to reform this Easement Agreement to replace any such invalid or unenforceable provisions in a manner that comes as close as possible to the intention of the stricken provision.
7. ***Complete Agreement.*** This Easement Agreement constitutes the complete and entire agreement between the parties and supersedes any previous communications, representations, or agreement, whether oral or written, with respect to the subject matter hereof.
8. ***Captions.*** The captions in this Easement Agreement are for convenience only and do not in any way limit or amplify the provisions of this Easement Agreement.
9. ***Authority to Bind.*** By executing this Easement Agreement as set forth below, each person so acting warrants and represents that he or she is duly authorized to thereby bind the respective party hereto.

IN WITNESS WHEREOF, Owner has executed this instrument the day and year written below (“Effective Date”).

Date: _____

OWNER/GRANTOR:

KENNEDY HILLS, LLC

By: David C. Riesop

Its: _____

And Authorized Representative

STATE OF WISCONSIN

COUNTY OF DANE

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

Print Name: _____

Notary Public, State of Wisconsin

My Commission _____

TOWN/GRANTEE:

TOWN OF COTTAGE GROVE

By: _____
Kris Hampton, Town Chair

By: _____
Kim Banigan, Town Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2020, the above-named Kris Hampton, Town Chair, and Kim Banigan, Town Clerk, of the Town of Cottage Grove, Dane County, Wisconsin, 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 Town's authority.

Print Name _____
Notary Public, State of Wisconsin
My Commission: is permanent/expires _____.

ATTACHMENT:

Exhibit A - Description of Drainage Easement Areas

This instrument was drafted by:

Constance L. Anderson
Anderson Consults, LLC
P.O. Box 3004
Madison, WI 53704
608/249-1865
connie@andersonconsultswi.com

CONSENT OF LIENHOLDERS

The undersigned mortgagees or other lienholders, having an interest in the real estate subject to the easements described herein, do hereby consent to the foregoing, and join in the execution hereof solely as a lienholder and hereby agrees that in the event of the foreclosure of the interest in said real estate or other sale of the real estate under judicial or non-judicial proceedings, the real estate shall be sold subject to the easements.

Dated: _____, 2020.

Lienholder Name

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

STATE OF _____

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 the corporation.

Print Name: _____

Notary Public, State of Wisconsin

My Commission: _____

Exhibit A

Legal Description of Drainage Easement Areas
(also depicted on Plat of Kennedy Hills)

Blanket Drainage Easements Between Lots

12 foot easement the center line of which is the lot line between any two lots on the Plat plus a 6 foot easement along the northern boundaries of Lot 9 and Lot 16, all as further depicted on the Plat

CTH BB Drainage Easement

15 foot easement along the northern half of the 30 foot buffer strip that runs adjacent to CTH BB and a small part of Kennedy Road and Lots 2, 3, 4, 5, 6 and Outlot 1, all as further depicted on the Plat

[Note re Buffer Strip: There is a 30 foot buffer strip depicted on the Plat. Half of the buffer strip is reserved for drainage as described herein, and half is reserved for the planting of trees or shrubs by the lot owner. Maintenance of the buffer strip is the sole responsibility of the lot owner. The buffer strip does not count toward backyard setback requirements. See local ordinances and building requirements for additional information.]

Temporary Turnaround Easement

PROPERTY DESCRIPTION:

Part of the NW ¼ of the NE ¼ of Section 10, Town & North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin.

This agreement is made and entered into this _____ day of _____, 2020 by Kennedy Hills LLC, a Wisconsin Limited liability company, hereinafter referred to as "Grantor", and the Township of Cottage Grove, Dane County Wisconsin, hereinafter referred to as "Grantee"

Whereas, the Grantor is owner of and has title to real estate located in the Township of Cottage Grove, Dane County Wisconsin, upon which a circular in shape, temporary turnaround easement is to be granted; and

Whereas, the Grantee desires a temporary easement for vehicle turnaround purposes.

Now, Therefore, it is hereby agreed as follows:

- 1) The Grantor does hereby assign a temporary circular easement for vehicle turnaround purposes at the North limits of Scenic Oaks Drive and Wooded Ridge Trail, as shown on the Plat of Kennedy Hills and as described in attached Exhibit "A" and shown on the attached "Exhibit "B".
- 2) The Grantor and Grantee both acknowledge and agree that the easements are temporary in nature and the land on which the easements exist shall revert to the Grantor by operation of law at such time as the first addition to the Plat of Kennedy Hills is approved and complete, and Scenic Oaks Drive and Wooded Ridge Trail will extend North of the radius points described on the attached Exhibit "A".

In Witness Whereof, the parties hereto have set their hands and seals this _____ day of _____, 2020.

Kennedy Hills LLC by :

David C. Riesop, member

Town of Cottage Grove by:

Kris Hampton, Town Chair

Kim Banigan, Town Clerk

State of Wisconsin)

ss

County of Dane)

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

Notary Public, Dane County, Wisconsin

My commission expires _____

This space is reserved for recording data

Return to

Wisconsin Mapping LLC
306 West Quarry St
Deerfield, WI 53531

Parcel Identification Number/Tax Key Number

0711-101-8501-0

EXHIBIT "A"

Temporary Turnaround Easement "A"

Part of the NW ¼ of the NE ¼ of Section 10, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, the radius point of this 60 foot diameter circle being described as follows:

Commencing at the North ¼ corner of Section 10; thence N88°52'55"E along the North line of the NW ¼ of the NE ¼, 50.02 feet to the East line of Kennedy Road; thence S00°19'30"E along said East line, 290.80 feet; thence S89°40'30"E, 200.39 feet to the Northwesterly end of proposed Scenic Oak Drive; thence N55°05'21"E, 60.00 feet to the radius point of a 60 foot diameter circle. Said circle to extend in all directions from the radius point and to be temporary in nature and cease to be in existence at such time Scenic Oaks Drive is extended Northerly of said radius point.

Temporary Turnaround Easement "B"

Part of the NW ¼ of the NE ¼ of Section 10, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, the radius point of this 60 foot diameter circle being described as follows:

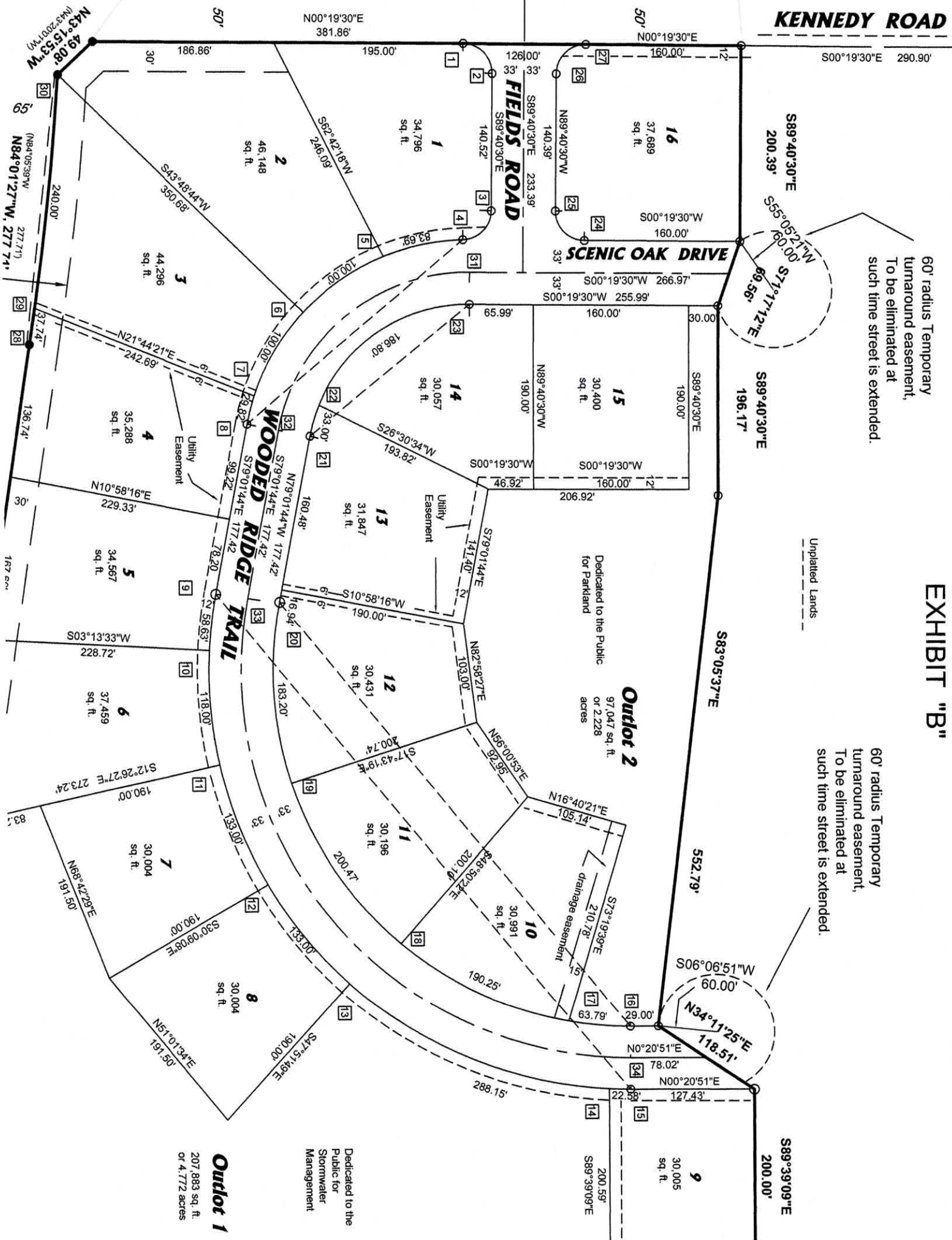
Commencing at the North ¼ corner of Section 10; thence N88°52'55"E along the North line of the NW ¼ of the NE ¼, 50.02 feet to the East line of Kennedy Road; thence S00°19'30"E along said East line, 290.80 feet; thence S89°40'30"E, 200.39 feet; thence S71°17'12"E, 69.56 feet; thence S89°40'30"E, 196.17 feet; thence S83°05'37"E, 552.79 feet to the Northwesterly end of proposed Wooded Ridge Trail; thence N06°06'51"E, 60.00 feet to the radius point of a 60 foot diameter circle. Said circle to extend in all directions from the radius point and to be temporary in nature and cease to be in existence at such time Wooded Ridge Trail is extended Northerly of said radius point.

KENNEDY ROAD

EXHIBIT "B"

60' radius Temporary
turnaround easement,
To be eliminated at
such time street is extended.

60' radius Temporary
turnaround easement,
To be eliminated at
such time street is extended.



Outlot 1
207,883 sq. ft.
or 4.772 acres

Dedicated to the
Public for
Stormwater
Management

Outlot 2
97,047 sq. ft.
or 2.228
acres

Unplatted Lands

APPENDIX E

MAINTENANCE AGREEMENT

**AGREEMENT FOR MAINTENANCE OF
STORMWATER MANAGEMENT MEASURES**

RECITALS:

- A. KENNEDY HILLS LLC
_____, is(are) the owner(s) of property in the
Town of COTTAGE GROVE
_____, County of Dane, State of Wisconsin, more particularly
described on Exhibit A attached hereto (“Property”).
- B. The County requires Owner to record this Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the County the rights set forth below.

NOW, THEREFORE, in consideration of the agreement herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with Dane County. Said maintenance shall be at the Owner’s sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. Specific maintenance task are more particularly described on Exhibit A.
- 2. Easement to County. If Owner fails to maintain the stormwater management measures as required in Section 1, then County shall have the right, after providing Owner with written notice of the maintenance issue (“Maintenance Notice”) and thirty (30) days to comply with the County’s maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner’s use of the Property. All costs and expenses incurred by the County in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the Dane County Ordinances.
- 3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the County and all of the then-owners of the Property.
- 4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: KENNEDY HILLS LLC
306 WEST QUARRY STREET
DEERFIELD, WI 53531

This space is reserved for recording data

Return to:
Dane County Land & Water Resources
5201 Fen Oak Dr., Rm. 208
Madison, Wisconsin 53718

Parcel Number(s):
0711-101-8501-0

If to County: Dane County Land & Water Resources Department
Water Resource Engineering Division
5201 Fen Oak Drive, Room 208
Madison, WI 53718

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

X _____
Water Resource Engineering Division Staff Signature

Print or type name

State of WI, County of _____; Subscribed and sworn
before me on _____ by
the above named person(s).

Notary Public

Print or type name: _____

My Commission Expires: _____

X _____
Owner Signature

Print or type name

State of WI, County of _____; Subscribed and sworn
before me on _____ by
the above named person(s).

Notary Public

Print or type name: _____

My Commission Expires: _____

DRAFTED BY: CLEVELAND F. GOMBAR PE

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

Part of the NW 1/4 of the NE 1/4 of Section 10, T.7N.,R.11E. Town of Cottage Grove, Dane County, Wisconsin, described as follows:

Commencing at the North 1/4 corner of Section 10; thence N88°52'55"E, 50.02 feet to the East line of Kennedy Road; thence S00°19'30"E, 280.71 feet along said East line to the point of beginning; thence 589°40'30"E, 200.40 feet; thence S63°43'03"E, 73.41 feet; thence S89°40'30"E, 196.17 feet; thence S80°03'41"E, 378.54 feet; thence S89°39'13"E, 175.92 feet; thence S51°54'07"E, 83.47 feet; thence S89°39'13"E, 200.00 feet to the East line of the NW 1/4 of the NE 1/4; thence S00°20'50"W along said line, 736.58 feet to the North line of County Trunk Highway BB; thence N81°18'28"W along said line, 977.61 feet to the point of curvature of a curve to the left, said curve having a radius of 2930.00 feet and a delta angle of 5°25'57", the long chord of which bears N84°01'27"W, 277.71 feet; thence Northwesterly along the arc of said curve and North line, 277.81 feet; thence N43°15'49"W, 49.08 feet to the East line of Kennedy Road; thence N00°19'30"E along said line, 678.04 feet to the point of beginning. The above described containing 924,275 square feet or 21.22 acres.

PN#'s 0711-101-8501-0

INSPECTION, MAINTENANCE, & PROHIBITIONS

All components of the storm water system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a storm water control device is compromised as described below. Owner shall maintain records of all inspection and maintenance activities.

Wet Detention Pond

- The Owner shall visually inspect the pond outlet structure and pond perimeter annually. The pond perimeter area shall be mowed a minimum of twice per year.
- Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure.
- No plantings or structures of any kind are permitted within the detention pond area, without prior written approval of the Approving Agency.
- Siltation in the pond shall be dredged and disposed offsite in accordance with NR 347.
- Dredging shall be required on a frequency as described in WIDNR Wet Detention Pond Standard 1001 or at a minimum when pond wet-storage depth is decreased by 2 feet or as required by the Approving Agency.
- The Owner shall maintain records of inspections.

Culverts and Storm Sewer:

- Visual inspection of components shall be performed and debris removed from inlets and storm sewer manholes.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Repairs must restore the component to the specifications of the original plan.

Riprap

- Riprap should be inspected after all storm events for displaced stones and erosion. All necessary repairs should be made immediately. Accumulated sediment should be removed periodically.

Grassed Swales:

- Swales should be inspected periodically during the first year of use and after all major storm events in perpetuity for possible erosion to the channel.
- Trash and other debris should be removed seasonally.
- Gabion Dams and Rock Check Dams should be inspected for evidence of bypassing and 2" washed stone shall be removed and replaced if accumulated biomass prevents drainage.
- Channelization, barren areas, and low spots within the channel should be repaired and reseeded.
- Accumulated biomass should be removed periodically.
- All undesirable vegetation and volunteer tree growth shall be removed.
- Mowing shall maintain a minimum grass height of 6 to 8 inches.

Earth Diversion Berm

- A 2 foot high vegetated earth diversion berm shall be maintained at the locations shown on the approved Erosion Control and Stormwater Management Plan.
- The berm should be inspected annually and after storm events greater than 0.5 inches to ensure it is operating properly and to check for any potential problems, such as the formation of rills and gullies, bare spots, and sediment accumulation.
- Mowing should be performed during dry periods using lightweight equipment to prevent soil compaction and damage to vegetation.

Bio-Infiltration Devices (Includes Infiltration Basins and Infiltration Pond)

- Infiltration ponds should be inspected periodically during the first year of use and after all major storm events in perpetuity for possible erosion and/or clogging.
- Trash and other debris should be removed regularly to prevent clogging of the overflow pipe and infiltration area.
- Bio-Infiltration devices and ponds should be inspected at least twice a year to ensure they are operating properly and to check for any potential problems, such as: subsidence, erosion, and sediment accumulation.
- Accumulated sediment should be removed from the basin as necessary.
- The ponding times of the infiltration/bioretenion systems should be monitored annually for excessive ponding times. If the ponding time exceeds 24 hours the surface should be tilled. If tilling does not reduce ponding time to below 24 hours than the top 3 inches of the basin should be removed and replaced with fresh soil and replanted.
- Perform soil pH testing every 5 years or if the bio-infiltration device is failing to function properly and if vegetation fails to thrive. Adjust soil pH and replant those areas if required.
- No plantings or structures of any kind are permitted within the detention pond area, without prior written approval of the Approving Agency.
- Channelization, barren areas, and low spots within the basin should be repaired and reseeded.
- Accumulated biomass should be removed periodically.
- All undesirable vegetation and volunteer tree growth shall be removed.
- Inspect observation wells, underdrains, inlets and outlets and exercise emergency drawdown devices and valves at least twice a year to ensure they are operating properly. Ensure that all cleanouts, caps, vents and animal guards are in good condition and functioning as designed.
- Inspect and maintain the site access drive to the bio-infiltration devices regularly.

**DEDICATION AND
SUPPLEMENTAL AGREEMENT REGARDING
STORMWATER MANAGEMENT OF OUTLOT 1
("Supplemental Agreement")**

Legal Description of Affected Property:
Lots 1-16 and Outlot 1,
Plat of Kennedy Hills, Town of Cottage Grove,
Dane County, Wisconsin.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Owner ("Owner") does hereby dedicate to the Town of Cottage Grove, Dane County, Wisconsin, a Wisconsin body corporate and politic (the "Town"), and its successors and assigns, the area described as Outlot 1, Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin (hereinafter "Outlot 1") as a dedication to the public for stormwater management.

Owner and Town (collectively herein, the "Parties") further agree as follows:

1. ***Independent Rights for the Town.*** The Parties agree that this Supplemental Agreement establishes independent rights for the Town, and does not create obligations for the Town. The Town may, but is not obligated to, proceed pursuant to this Supplemental Agreement regardless of other enforcement rights that may be available to the Town, the Owner(s), the Association or the County.
2. ***Agreement for Maintenance of Stormwater Management Measures.*** Outlot 1 is subject to an ***Agreement for Maintenance of Stormwater Management Measures*** (the "County Agreement") that is by and between Owner and Dane County (the "County"), and which is incorporated herein by reference. The County Agreement is or shall be recorded in the Dane County Register of Deeds office concurrent with recording of this Supplemental Agreement. Among other things, the County Agreement establishes the maintenance standards for the stormwater management measures on Outlot 1. The Parties agree that these standards apply to the Supplemental Agreement.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Kim Banigan, Town Clerk
Town of Cottage Grove
4058 CTH N
Cottage Grove, WI. 53527

P.I.N.

0711-101-8501-0

3. ***Declaration of Covenants, Restrictions, Conditions and Easements.*** The Plat of Kennedy Hills in the Town of Cottage Grove, Dane County, Wisconsin (the “Plat”) is subject to a ***Declaration of Covenants, Restrictions, Conditions and Easements*** (the “Declaration”). The Declaration is or shall be recorded in the Dane County Register of Deeds office concurrent with recording of this Supplemental Agreement. Among other things, the Declaration provides that the Kennedy Hills Homeowners Association, Inc. (the “Association”) shall maintain all stormwater management measures in Outlot 1 in accordance with the maintenance standards set forth in the County Agreement.

3.1. In the event that the Association fails to act in the manner set forth in the Declaration, the Town shall have the right, but not the obligation, to undertake all or such portion of the maintenance that the Town deems prudent and necessary. Except where an emergency presents, the Town will give reasonable notice to the Association and the Owner(s) prior to undertaking maintenance. Where the Town does undertake maintenance, the full cost incurred by the Town, including associated engineering and legal fees, shall be invoiced to the Association. If the Association fails to remit full payment to the Town within thirty (30) days of demand therefor, the Town may place a special charge or assessment against each lot within the Plat (that is, Lots 1-16) on an equally prorated per lot basis. The special charge or assessment may be recovered in the manner provided by law for special charges and/or assessments, may be included in the real estate tax bill for each of the lots and may become a lien against each lot where the special charge and/or assessment goes unpaid. If the Town finds it necessary to engage in collection efforts, the Owner(s) who has failed to pay the amount due shall be responsible for the actual costs of collection, including engineering and legal fees, in connection with any such collection action.

3.2. As an alternative to the Town undertaking all or a portion of the maintenance as permitted by section 3.1, the Town may seek injunctive relief against the Association and/or the Owner(s) of the lots in the Plat (Lots 1-16) requiring that the Association and/or the Owner(s) perform the maintenance required by the County Agreement, damages, and the actual costs incurred by the Town, including engineering and legal fees, in connection with any such action.

4. ***Binding Effect and Assignability.*** The Supplemental Agreement shall run with the lands described herein, is binding upon the heirs, successors and assigns of the Owner, and shall perpetually benefit the Town, its successors and assigns.

5. ***Ownership Warranty.*** Owner represents and warrants that Owner is the sole owner of Outlot 1, and is authorized to dedicate Outlot 1 to the Town for stormwater management purposes.
6. ***Conflict Among Agreements.*** If there is a conflict among the interpretations of the Declaration, the County Agreement and the Supplemental Agreement, the Parties agree to reform the conflicting provisions so that the most restrictive provision applies, thereby assuring compliance with all of the documents identified herein.
7. ***Governing Law and Interpretation.*** The Supplemental Agreement shall be governed by laws of the State of Wisconsin. If any provision of this Supplemental Agreement is held unenforceable, the remainder of the provisions shall be given effect to the maximum extent possible. The Parties agree to reform this Supplemental Agreement to replace any such invalid or unenforceable provisions in a manner that comes as close as possible to the intention of the stricken provision.
8. ***Complete Agreement.*** This Supplemental Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter herein and supersedes any previous communications, representations, or agreement, whether oral or written, with respect to the subject matter herein.
9. ***Captions.*** The captions in this Supplemental Agreement are for convenience only and do not in any way limit or amplify the provisions of this Supplemental Agreement.
10. ***Authority to Bind.*** By executing this Supplemental Agreement as set forth below, each person so acting warrants and represents that he or she is duly authorized to thereby bind the respective party hereto.

*INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES*

IN WITNESS WHEREOF, Owner has executed this instrument the day and year written below (“Effective Date”).

Date: _____

OWNER:

KENNEDY HILLS, LLC

By: David C. Riesop

Its: _____

And Authorized Representative

STATE OF WISCONSIN

COUNTY OF DANE

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

Print Name: _____

Notary Public, State of Wisconsin

My Commission _____

TOWN OF COTTAGE GROVE

By: _____
Kris Hampton, Town Chair

By: _____
Kim Banigan, Town Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2020, the above-named Kris Hampton, Town Chair, and Kim Banigan, Town Clerk, of the Town of Cottage Grove, Dane County, Wisconsin, 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 Town's authority.

Print Name _____
Notary Public, State of Wisconsin
My Commission: is permanent/expires _____.

This instrument was drafted by:

Constance L. Anderson
Anderson Consults, LLC
P.O. Box 3004
Madison, WI 53704
608/249-1865
connie@andersonconsultswi.com

CONSENT OF LIENHOLDERS

The undersigned mortgagees or other lienholders, having an interest in the real estate subject to the easements described herein, do hereby consent to the foregoing, and join in the execution hereof solely as a lienholder and hereby agrees that in the event of the foreclosure of the interest in said real estate or other sale of the real estate under judicial or non-judicial proceedings, the real estate shall be sold subject to the easements.

Dated: _____, 2020.

Lienholder Name

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

STATE OF _____

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 the corporation.

Print Name: _____

Notary Public, State of Wisconsin

My Commission: _____

**PLAT OF KENNEDY HILLS,
TOWN OF COTTAGE GROVE,
DANE COUNTY, WISCONSIN:**

**DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND EASEMENTS**

(“Declaration”)

Legal Description of Affected Property:
Lots 1-16, Outlot 1 and Outlot 2,
Plat of Kennedy Hills, Town of Cottage Grove,
Dane County, Wisconsin.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
Kim Banigan, Town Clerk
Town of Cottage Grove
4058 County Road N
Cottage Grove, WI 53527

PARCEL IDENTIFICATION NUMBERS:

0711-101-8501-0

Kennedy Hills, LLC, is a Wisconsin limited liability company, and is the owner and developer of property in the Town of Cottage Grove, County of Dane, State of Wisconsin, platted as Lots 1 through 16 (inclusive), Outlot 1, and Outlot 2, Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin (the "Property") and hereby declares that the Property is and shall remain subject to the following restrictions, covenants, conditions and easements, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth in this Declaration.

This Declaration is subject to amendment to include future additions to the Plat of Kennedy Hills, which are anticipated. Future additions are on lands adjacent to the Property and under the Developer's control.

PLEASE NOTE: This Declaration creates certain private rights and obligations among the parties identified herein that may be enforced in a court of law or equity. (See, for example, Article 3, paragraph 3.28). State law, County ordinances and/or Town ordinances also establish requirements with respect to the subject matter of this Declaration. Governmental authorities are not obligated to enforce this Declaration even where public rights are implicated, and may not have jurisdiction to the extent that the Declaration creates a private rights or obligations between private parties.

ARTICLE 1

Definitions

For purposes of this Declaration, the following terms shall be defined in the following manner:

1.1. "Developer" shall refer collectively to Kennedy Hills, LLC, a Wisconsin limited liability company, and its representatives, successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to said purchaser instead of the land contract vendor.

1.3. "Property" shall mean and refer to the Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin.

1.4. "Town" shall mean the Town of Cottage Grove, Dane County, Wisconsin, or its successor in interest.

1.5. "County" shall mean Dane County, Wisconsin.

1.6. "Lot" shall refer to a platted lot on the Property, and does not include Outlots 1 and 2 unless said outlot(s) are expressly included.

ARTICLE 2

Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Cottage Grove, Dane County, Wisconsin, and is known as the Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin. The real property includes Lots 1-16, Outlot 1 and Outlot 2 (collectively, the "Property").

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

3.1. Plan Review Required for all Buildings and Structures. For all buildings and structures to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings or structures must be submitted to the Developer or the Architectural Control Committee, whichever is then applicable, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, prior to commencement of any construction on any lot.

The roof pitch must be a minimum of 5/12 for gable roofs and 4.5/12 for hip roofs, provided however, that the Developer may approve roofs having a minimum of 4/12 roof pitch if the Developer determines, in its sole judgment and discretion, that the overall architecture of the subject building will

be attractive and will not adversely affect other lots within the Property. 30-year (or more) architectural dimensional shingles are required, provided however, that the Developer may approve the use of other roofing materials, if the Developer determines, in its sole judgment and discretion, that the use of other roofing materials will be attractive and will not adversely affect other lots within the Property. Vinyl and aluminum siding are restricted to the rear and side elevations and up to 80% of the front elevation of the residence (garage openings shall be excluded from this calculation). Materials that may be used on the front elevation of the residence in the portion of such elevation that is not vinyl or metal siding shall include, but not be limited to, the following: brick, stone, stucco, EIFS, glass, natural wood, engineered wood siding, horizontal lap concrete siding or any other materials that have the same effect or appearance. Brick, stucco, stone or other materials shall be required to terminate at an interior corner of the front facade, or other significant architectural transition, where a change in materials is logical and aesthetically appropriate. For purposes of this Declaration, the term "structure" shall include play structures, fences, patios, decks and swimming pools.

3.2. Architectural Control Committee. After the Developer and its representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under this Declaration, must be submitted to the Architectural Control Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of the members of the Board of Directors of the Kennedy Hills Homeowners Association, Inc., or in the alternative, if the Directors of the Association so elect, three persons elected by a majority of the members of the Board of Directors of the Association. A copy of all site, grading and landscaping plans shall be kept by the Developer or the Committee for the benefit of other Owners and enforcement of this Declaration.

3.3. Contractor Approval Required. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessperson then developing a neighborhood of quality single family residences.

3.4. Alterations of Exterior Appearance Require Approval. No alteration in the exterior appearance of existing buildings or structures, including but not limited to, exterior remodeling and the construction of play structures, fences, patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.

3.5. Best Efforts Required for Preservation of Trees and Vegetation; Approval Required for Removal. The existing vegetation of each lot subject to this Declaration, including trees with a diameter of three (3) inches or greater, shall not be destroyed or removed except where essential and approved in writing by the Developer or the Committee, whichever is then applicable. The Owner shall also use best efforts to preserve the mature trees on its lot. If trees with a diameter of three (3) inches or greater, or vegetation, is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner. This paragraph does not apply to the Developer.

3.6. Building Elevations Set; Certified As-Built Grading and Stormwater Plans Required; Violations and Enforcement. The lowest exposed building elevation on any lot within the Property shall in all cases be a minimum of two (2) feet above the lowest lot corner elevation

at time of initial development, which grade is established in the approved grading plans. The Grading Plan applicable to this Plat overall is described on Exhibit A, which is incorporated herein by reference as if set forth fully herein. The elevation of a lot shall not be changed so as to materially affect the surface elevation, the projected stormwater flows per the approved grading plans, or the grade of the surrounding lots. A copy of all site, grading and stormwater plans shall be kept by the Developer or the Committee to benefit both the Lot owner planning individual Lot elevations as well as other owners within the Plat.

FOLLOWING CONSTRUCTION OF A RESIDENCE ON A LOT, THE CURRENT OWNER OF RECORD SHALL PROVIDE THE TOWN BUILDING INSPECTOR WITH AS-BUILT GRADING DOCUMENTS CERTIFYING THAT GRADING AS-BUILT ON THE LOT IS CONSISTENT WITH THE GRADE ESTABLISHED BY THE APPROVED AS-BUILT GRADING AND STORMWATER PLANS FOR THE PLAT DESCRIBED IN EXHIBIT A. THE TOWN BUILDING INSPECTOR SHALL NEITHER SIGN-OFF ON THE FINAL INSPECTIONS REQUIRED UNDER THE BUILDING PERMIT NOR ISSUE AN OCCUPANCY PERMIT UNTIL THE CURRENT OWNER OF RECORD PROVIDES CERTIFICATION BY A QUALIFIED CONSULTANT THAT THE AS-BUILTS FOR THE LOT COMPLY WITH THE APPROVED AS-BUILT GRADING AND STORMWATER PLANS FOR THE PLAT. IF THE AS-BUILTS FOR THE LOT DO NOT COMPLY WITH APPROVED AS-BUILT GRADING AND STORMWATER PLANS, THEN THE CURRENT OWNER OF RECORD SHALL BE OBLIGATED TO BRING THE LOT INTO COMPLIANCE BEFORE OCCUPANCY IS PERMITTED.

No earth, rock, gravel, or clay shall be excavated or removed from any Lot within the Property without the approval of the Developer or the Committee, whichever is then applicable.

Violations of the approved grading and stormwater plans shall give either the Developer or Committee, whichever is then applicable, any adjacent or affected Owner, and/or the Town of Cottage Grove a cause of action for injunctive relief or damages as appropriate against the Owner and others violating such grading and stormwater plan.

3.7. Single Family Residential Only; Square Footage Requirements. All lots within the Property (other than outlots) shall be used only for single family residential purposes, except that, prior to commencement of construction of public improvements on the Property, Developer may continue to use lands owned by Developer for existing agricultural purposes and uses.

The following minimum floor area requirements shall apply to all single family residential buildings erected on any lots subject to this Declaration:

- (a) No single-story building shall have less than 1,500 square feet.
- (b) No two-story building shall have less than 1,600 square feet.
- (c) No raised ranch, bi-level, or trilevel building, or other building style not covered by paragraphs (a) or (b), or this paragraph (c), shall have less than 1,600 square feet on the main two floors.

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

The above minimum requirements may not be waived by the Developer or the Committee, whichever is then applicable, without approval of the Town.

Violations of the approved square footage requirements shall give either the Developer or Committee, whichever is then applicable, any adjacent or affected Owner, and/or the Town of Cottage Grove a cause of action for injunctive relief or damages as appropriate against the Owner and others for violating such square footage requirements.

3.8. Attached Garage; Requirements. All single-family residential buildings must have an attached garage and such garage must contain not less than two (2) nor more than four (4) garage stalls for automobiles or other vehicles (tandem stalls are encouraged), and must be enclosed. Garages shall be directly attached or connected to the residence. Carports, which are defined as garages not enclosed on all four (4) sides, are prohibited. Side load garages are allowable and encouraged throughout the Property. Except for side loading garages which shall not be limited by this sentence, the width of the garage facing a public street shall be limited to no more than 50% of the overall width of the front facade, unless one or more garage stalls is recessed behind the front facade by at least 4 feet.

3.9. Buildings Not to be Moved to or Relocated to a Lot. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, unless approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. Driveway and Culvert Requirements. All driveways must be concrete, except where otherwise required by the Town of Cottage Grove. There shall be at least three feet of a two-inch thick bituminous mixture (hot mix) of asphalt placed between the end of the concrete driveway (or over the concrete) so that the end of the driveway matches street grade in the main traveled portion of the road. The Owner shall be responsible for selection of an appropriately sized culvert and proper installation and maintenance of the driveway culvert in a manner that does not interfere with the approved drainage plans for the Property. The Owner shall be responsible for obtaining a driveway, culvert or right-of-way permit from the Town of Cottage Grove, as required by Town ordinances.

Violations of the approved driveway and culvert requirements shall give either the Developer or Committee, whichever is then applicable, any adjacent or affected Owner, and/or the Town of Cottage Grove a cause of action for injunctive relief and/or damages as appropriate against the Owner and others violating such driveway and culvert requirements.

3.11. Accessory Buildings and Structures. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property except where approved in writing in advance by the Developer or Committee, whichever is then applicable.

Violations of the accessory buildings and structures requirements shall give either the Developer or Committee, whichever is then applicable, any adjacent or affected Owner, and/or the Town of Cottage Grove a cause of action against the Owner and others violating such accessory buildings and structures requirements for injunctive relief and/or damages as appropriate.

3.12. Public Sidewalk. Where public sidewalks exist, it is the responsibility of the abutting lot owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction.

3.13. Limitations on Certain Structures as Residence. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.14. Parking and Storage. Parking of commercial or service vehicles owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Parking or storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than three (3) vehicles in the driveway or on the street within the Property of any size, by the residents or owners of any one lot in the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking of any vehicles otherwise prohibited, if such parking is for the sole purpose of loading or unloading such vehicles at the lot at which parked, or for a period not to exceed twenty-four (24) hours. No cars or other vehicles shall be parked on lawns, yards or ditch areas at any time. All garage doors shall be closed when the garage is not being actively used. Trash or recycling containers may not be located, stored or placed in the front yard of the residence, except during the period of 12 hours before or after the time of collection of trash or recyclables by the Town of Cottage Grove or a trash collection contractor.

3.15. Mowing and Yard Maintenance Required. All areas of lots (excluding outlots) not used as a building site or lawn or under cultivation as a garden shall have a cover crop and be kept free from noxious weeds. All lawns and unoccupied lots are to be mowed to grass length of 6" or less and maintained in a manner consistent with neighboring lots on the Property. The Owner shall keep each lot (excluding outlots), and all improvements, in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty (20%) percent of the lot area not covered by residence, garage and driveway.

3.16. Land Contracts. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within three (3) years from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such three (3) year period, to have said lot conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.17. Time for Completion of Construction. Construction of all buildings shall be completed within eight (8) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and pouring of driveway shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay. **NOTE:** State law, County ordinances and/or Town ordinances may provide a different time period for completion of construction and/or include other requirements with respect to construction. The Owner is required to meet the more restrictive requirements.

3.18. Limits on Antennas and Satellite Dishes. Except to the extent preempted by federal or state law, no exterior antennas, satellite dishes over one (1) meter in diameter, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in

advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height and color thereof. Satellite dishes of one (1) meter or less in diameter shall be permitted, but shall be installed so that they are not visible from the street unless such requirement is preempted by federal law.

3.19. No Noxious or Offensive Trade. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in backyards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty (20%) percent of the lot area not covered by the residence, garage and driveway. No burning barrels shall be allowed on any lot.

3.20. Limits on Domestic Animals; No Commercial Animal Boarding. No more than three (3) domestic animals may be kept on any lot subject to this Declaration. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. Outdoor kennels are not allowed except with written approval from Developer or Association.

3.21. No Change in Elevations. The Owner of any lot subject to this Declaration shall not change the elevation of any public utility or drainage easement, as shown on the final plat or otherwise recorded, in excess of six (6) inches without the permission of the Town and all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. Costs associated with obtaining permission from the Town (such as the costs the Town incurs for engineering and legal review) shall be paid by the Owner.

3.22. No Re-Subdivision. No lot or outlot as platted shall be re-subdivided. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable, and approval of governmental authorities. This paragraph shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site.

3.23. Signage. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer or the Committee, whichever is then applicable, except for lawn signs of not more than eight (8) square feet in size advertising the property where located for sale, and (b) signs erected by Developer, or its agents, advertising lots within the Property for sale.

3.24. Local Requirements. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all front-yard, side-yard and setback requirements imposed by local ordinance and the recorded final plat, whichever is more restrictive.

3.25. Interference with Drainage and Stormwater Prohibited. No Owner of any lot shall regrade or obstruct any swale, drainage way, drainage ditches or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such lot, so as to impede the flow of surface water across such swale, ditches or drainage way, or interfere with the proper functioning of any such swale, ditches, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditches, drainage way or stormwater detention area. The road ditch area directly adjacent to an Owner's lot shall be maintained and mowed as lawn by the Owner. An Owner who violates this provision may be liable for damages that said violation causes to third parties. **NOTE:** For additional information, the Owner is directed to the *Agreement for Maintenance of Stormwater Management Measures* between the Owner and Dane County, the *Dedication and Supplemental*

Agreement regarding Stormwater Management of Outlot 1 between the Owner and the Town, and the Perpetual Stormwater Drainage Easements between the Owner and the Town. Each of the aforementioned documents has been recorded in the Dane County Register of Deeds office and runs with the land.

3.26. Landscaping Requirements. The following landscaping requirements apply to all lots (other than outlots) within the Property:

(a) All yards must be either (i) sodded or (ii) or seeded, fertilized and crimp mulched or covered with an erosion mat, including street terraces. The lot Owner shall comply with all Town and Dane County erosion control requirements.

(b) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot Owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Developer or the Committee, whichever is then applicable.

(c) The landscaping plan for each lot shall achieve a minimum of 500 landscaping points as determined by the following point schedule:

| Landscaping Element | Point Value |
|--|-------------|
| Canopy Tree (2"-3" caliper at 18 inches above root ball) | 125 |
| Canopy Tree (3"-4" caliper at 18 inches above root ball) | 150 |
| Canopy Tree (greater than 4" at 18 inches above root ball) | 200 |
| Canopy Tree or Small Tree (1"-1-1/2" caliper at 18 inches above root ball, i.e., Crab, Hawthorn) | 100 |
| Evergreen Tree (4 to 6 feet in height) | 100 |
| Large Deciduous Shrub (3-yr. transplant, 36" min.) | 20 |
| Small Deciduous Shrub (3-yr. transplant, 18" min.) | 10 |
| Decorative Wall (per face foot) | 5 |

3.27. Committee's Right to Review Plans. The Developer, after a period of ten (10) years from the date of recording the final Plat or after the Developer and its representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, whichever comes first, hereby assigns to the Committee all of Developer's rights to approve the plans, specifications, site, grading and landscaping plans, and all of the items set forth in Article 3 hereof.

3.28. Review of Plans. In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) calendar days after the same have been submitted to the approving authority in writing, then such approval shall not be required in that instance. However, even though approval shall not be required, the standards established by this Article 3 shall continue to apply.

3.29. Maintenance of Stormwater Management Facilities. The Kennedy Hills Homeowners Association, Inc. shall maintain all stormwater management facilities on Outlot 1 on the Plat in

accordance with best management practices, the terms of the Dane County stormwater management permit and erosion control permits issued with respect to the Property, the plans for the stormwater management facilities approved by Dane County and the *Agreement for Maintenance of Stormwater Management Measures* recorded in the Dane County Register of Deeds Office and applicable to the Property. Best management practices include: protection and maintenance of bio-retention areas and the underdrain outlet pipe; regular cleaning and removal of sediment buildup in bio-retention areas and detention ponds; mowing of drainageways (by the Kennedy Hills Homeowners Association, Inc. or the Owner on which public drainage easements are located); keeping public drainage easements free of structures and debris; and, removal of noxious weeds to maintain the health of planting within the bio-retention areas.

3.30. Town Rights (Not Obligations) for Maintenance of Stormwater Management Facilities and Public Drainage Easements. The Town of Cottage Grove may enter such public stormwater drainage easement areas, bio-retention areas and Outlot 1 and perform such maintenance as is required hereunder at the expense of the Association and the Owners of the lots with the Property, and the cost to the Town of Cottage Grove thereof, if not paid in full by the Association, or the Owners within 30 days after written demand by the Town, shall be a special charge against the Lots (other than the outlots) within the Property, on a pro rata basis, and may be recovered in the manner provided by law for special charges, be included in the real estate tax bill for the Lots (other than outlots) within the Property on a pro rata basis, and become a lien on each such Lot on such pro rata basis. The rights of the Town of Cottage Grove to enter such lands as provided herein and to enforce the obligations specified herein shall constitute a perpetual easement for the benefit of the public in favor of the Town of Cottage Grove. Interest shall accrue on any obligation if past due at the rate of 12% per annum (or the highest rate then permitted by law) and such interest shall be included in the special charge and lien. The Town of Cottage Grove may seek injunctive relief against the Association requiring the Association to perform the maintenance with respect to such stormwater management areas as required above, and the Association shall be liable for the actual attorney fees and costs of the Town in connection with any such action or any action to recover the special charge provided above. The provisions in this section may not be amended nor the covenants or easements provided herein waived or terminated without the consent of the Town of Cottage Grove and Dane County and the written consent of either (a) the Developer or (b) the Owners of a majority of lots (other than the outlots) within the Plat. (See also, the *Dedication and Supplemental Agreement regarding Stormwater Management of Outlot 1* between the Owner and the Town, and the *Perpetual Stormwater Drainage Easements* between the Owner and the Town. These instruments are recorded in the Dane County Register of Deeds Office and applicable to the Property.)

3.31. Binding; Run with the Land. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided herein. If any person, or his/her heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

3.32. General Standards. In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;
- (b) to protect each Owner of a lot against improper uses by other lot owners;
- (c) to preserve the beauty of the Property;
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
- (e) to encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures within the Property and which are properly located upon the lot in accordance with its topography and finished grade elevation; and
- (f) to provide for high quality improvements which will protect the investments of purchasers of lots on the Property and on adjacent lands.

3.33. Severability. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

3.34. Limits on Liability. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Developer or Committee.

3.35. Violations; Standing. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, ditches, drainage ways or easements, stormwater detention areas, use of public outlots or rights-of-way, or maintenance or landscaping, or if any lot Owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee, other Owners of Lots within the Plat and/or the Association (see Article 4) shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation.

With respect to violations of any covenant or restriction contained in sections 3.6, 3.7, 3.10, 3.21, 3.24, 3.25, 3.28, 3.29, 3.30, 3.35, 3.36 and 3.37 or if any person responsible for specific duties with regard thereto shall fail to perform such duties, the Town of Cottage Grove shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation.

3.36. Cancellation, Release, Amendment and/or Waiver of Article 3. Article 3 hereof, or any part thereof, may be cancelled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of a majority of the lots (other than outlots) subject to this Declaration. Notwithstanding the foregoing, sections 3.6, 3.7, 3.10, 3.21, 3.24, 3.25, 3.28, 3.29, 3.30, 3.35, 3.36 and 3.37 hereof may not be cancelled, released, amended, or waived without the consent of the Town of Cottage Grove.

3.37. Notice of Right to Farm. NOTICE IS HEREBY GIVEN TO ALL OWNERS OF LOTS

WITHIN THE SUBDIVISION THAT THE SUBDIVISION IS IN THE VICINITY OF LANDS WHICH ARE USED FOR AGRICULTURAL PURPOSES, WHICH MAY INVOLVE CROP AND ANIMAL PRODUCTION ACTIVITIES, THE USE OF MACHINERY AND EQUIPMENT, AND THE USE OF AGRICULTURAL FERTILIZERS AND PESTICIDES. AGRICULTURAL ACTIVITIES MAY INVOLVE THE CREATION OF DUST AND NOISE, AND THE PRESENCE OF STRONG ODORS. THE SUBDIVISION IS LOCATED IN AN AGRICULTURAL AREA AND RESIDENTS MUST EXPECT THAT CONDITIONS WHICH OCCUR IN AGRICULTURAL AREAS MAY OCCUR IN OR NEAR THE SUBDIVISION. WISCONSIN HAS ADOPTED A "RIGHT TO FARM" LAW WHICH PROVIDES LEGAL PROTECTION FOR AGRICULTURAL ACTIVITIES AGAINST LEGAL ACTIONS CLAIMING NUISANCE. ALL LOT BUYERS BY PURCHASING A LOT ACKNOWLEDGE THIS NOTICE AND CONSENT TO SUCH ACTIVITIES.

ARTICLE 4

Kennedy Hills Homeowners Association, Inc.

Definitions

For purposes of Article 4 of this Declaration, the following terms shall be defined in the following manner:

4.1. "Association" shall mean and refer to Kennedy Hills Homeowners Association, Inc., its successors and assigns.

4.2. "Board" shall mean and refer to the Board of Directors of the Association.

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for the Plat of Kennedy Hills, as it may from time to time be amended.

Association Membership and Board of Directors

4.4. Members. The Owner of each platted lot (exclusive of outlots) within the Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin, shall be a member of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members. The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin. At such time as there are future additions to the Plat of Kennedy Hills on the land under the control of the Developer, the number of lots, and therefore, the number of members in this Association may increase at the Developer's discretion. (It is noted that an increase in lots and members should decrease any costs per member of the ongoing maintenance of Outlot 1.)

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and Bylaws of the Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

Common Areas

4.6. Acquisition of Common Areas. The Association may take title from time to time to real

property within the Plat of Kennedy Hills, Town of Cottage Grove, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon.

4.7. Obligations of Association. The Association shall have the duty to maintain common areas, and all stormwater management areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members. In addition, the Association shall have the duty to maintain the stormwater management areas within the Property at its expense, including Outlot 1, and to assess the costs thereof to the Lots (other than outlots) within the Property. (Outlot 2 shown on the Plat is to be maintained by the Town of Cottage Grove.)

4.8. Easement of Enjoyment. Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to manage such lands for the benefit of the members of the Association and to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Developer intends to install an entrance sign for the Development. All signage will be subject to review and approval by the Town of Cottage Grove and subject to Dane County's signage requirements, as applicable.

Association Assessments

4.10. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any lot within the Property (other than outlots) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot (but not any outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such lot (other than outlots) at the time when the assessment became due and payable.

4.11. Creation of Assessments. Assessments shall be determined, established and collected each year, starting with calendar year 2023 in the following manner:

(a) Budget. In December of each year starting in December 2022, the Board shall determine a budget for the following calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a vote of two thirds (2/3) of the Board on or before the last day of December each year. For the calendar year of 2021 and 2022, the Developer shall be responsible for all typical costs.

(b) Limitation on Assessments. The maximum annual assessment which may be authorized under this Article shall be \$100.00 for each lot to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and

stormwater management areas, and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, shall exceed the annual revenue generated by an assessment of \$100.00 per lot, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas and stormwater management areas, and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, divided equally among all lots as to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots). In determining the annual costs of maintenance, improvement and operation of common areas and stormwater management areas, the Board shall review competing bids for the cost of such work prior to determining the budget and level of assessments.

(c) Declaration of Assessments. The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.

(d) Collection of Assessments. In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of any common areas or abandonment of his or her lot.

(e) Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

4.12. Term. Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat of Kennedy Hills is recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 4.13 below.

4.13. Cancellation, Release, Amendment or Waiver. Article 4 hereof, or any part thereof, may be cancelled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided herein, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association. Notwithstanding the foregoing,

sections 3.6, 3.7, 3.10, 3.21, 3.24, 3.25, 3.28, 3.29, 3.30, 3.35, 3.36 and 3.37 hereof may not be cancelled, released, amended, or waived without the consent of the Town of Cottage Grove.

4.14. Severability. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

Executed in Dane County, Wisconsin, on this _____ day of _____, 2020.

**DEVELOPER/OWNER:
KENNEDY HILLS, LLC**

By: David C. Riesop
Its: Sole Member and Authorized
Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2020, the above-named David C. Riesop, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Kennedy Hills, LLC.

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

Approved by the Town Board of the Town of Cottage Grove on the _____ day of _____, 2020 and hereby acknowledged as to sections 3.6, 3.7, 3.10, 3.21, 3.24, 3.25, 3.28, 3.29, 3.30, 3.35, 3.36 and 3.37, which shall not be cancelled, released, amended, or waived without the consent of the Town of Cottage Grove.

Executed in Dane County, Wisconsin, on this _____ day of _____, 2020.

TOWN OF COTTAGE GROVE

By: _____

Kris Hampton, Town Chair

Attest: _____

Kim Banigan, Town Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2020, the above-named Kris Hampton and Kim Banigan, Chairperson and Clerk of the Town of Cottage Grove, respectively, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as such officers by the Town's authority.

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

This instrument drafted by:
David C. Riesop, Deerfield, WI

Exhibit Attached and Incorporated by Reference:
EXHIBIT A — Approved Grading Plans

**EXHIBIT A
APPROVED GRADING PLANS**

The Grading Plan approved for this Plat overall is included in the Kennedy Hills Plat Grading and Erosion Control Details as Exhibit #4, page 1 of 1 and dated June 23, 2020, and which is incorporated herein by reference as if set forth fully herein.

Following substantial completion of the public improvements within the Plat, Developer shall promptly prepare a final as-built grading plan and submit same to the Town Engineer and the Town Clerk. Following the Town Engineer's confirmation of "no objection" to the as-built grading plan, said as-built grading plan shall be used to make the determinations required by this Declaration.

THE GRADING PLAN IDENTIFIED ABOVE MAY BE UPDATED FOR REASONS SUPPORTED BY GOOD ENGINEERING PRACTICES. FOR THE CONVENIENCE OF ALL CONCERNED, THIS EXHIBIT A MAY BE AMENDED TO REFLECT SUCH CHANGES; HOWEVER, SAID AMENDMENT(S) SHALL ONLY BE EFFECTIVE WHEN THE PLAN(S) IDENTIFIED ARE: (1) SET FORTH IN A WRITTEN NOTICE FROM THE TOWN ENGINEER TO THE TOWN CLERK THAT IDENTIFIES THE UPDATED PLANS; AND, (2) THE WRITTEN NOTICE IS SIMULTANEOUSLY PROVIDED TO THE DEVELOPER AND DEVELOPER'S ENGINEER. AN APPROPRIATE EMAIL MAY SERVE THIS PURPOSE.



Dane County Department of Planning & Development
 Room 116, 201 Martin Luther King, Jr. Blvd.
 Madison, WI 53703
 (608) 266-4266

**TDR AGRICULTURAL CONSERVATION
 EASEMENT AGREEMENT**

This *AGREEMENT* creates an agricultural conservation *EASEMENT* in accordance with ss. 93.73, 700.40, Wis. Stats. (2009) and s.10.01(75m), Dane County Code.

A. COVERED LAND

The *EASEMENT* applies to all of the land that is described in attached Exhibit A (*COVERED LAND*) and mapped in attached Exhibit B. The *COVERED LAND* includes an *agricultural area*. If there is any discrepancy between the description in Exhibit A and the map in Exhibit B, the description in Exhibit A controls.

B. PERPETUAL EASEMENT RUNS WITH THE LAND

The *EASEMENT* runs with all of the *COVERED LAND* in perpetuity, regardless of any changes in land ownership or control. The *EASEMENT* is binding on all owners, occupiers and users of the *COVERED LAND* as well as those with a mortgage, lien or other interest in the *COVERED LAND*. If an owner grants another person the right to occupy or use the *COVERED LAND*, the owner and the other person are jointly and severally responsible for complying with the *EASEMENT*.

C. EASEMENT GRANTORS

The *EASEMENT* is granted by the following persons (*GRANTORS*), who are owners of the *COVERED LAND*:

SEE ATTACHED EXHIBIT "A"

D. EASEMENT HOLDERS AND THIRD PARTY BENEFICIARY

The *GRANTORS* grant the *EASEMENT* to the following parties (*HOLDERS*):

- (1) *COUNTY OF DANE (COUNTY)*, or its successor in interest. The *COUNTY* is a Wisconsin political subdivision as defined in s. 93.73(1m)(f), Wis. Stats. (2009).
- (2) *TOWN OF COTTAGE GROVE, DANE COUNTY, WISCONSIN*, or its successor in interest. The *TOWN* is a Wisconsin political subdivision as defined in s. 93.73(1m)(f), Wis. Stats. (2009).

E. EASEMENT GRANTED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the *GRANTORS*, the *GRANTORS* hereby grant and convey to the *HOLDERS* a perpetual *EASEMENT* in the *COVERED LAND* as provided in this *EASEMENT AGREEMENT*. The *EASEMENT* takes effect when this *EASEMENT AGREEMENT* is accepted, and signed by the *HOLDERS*, and recorded with the county Register of Deeds in the county where the *COVERED LAND* is located.

This space is reserved for recording data

Return to:

Parcel Identification Number/Tax Key Number

0711-364-9500-1

F. PURPOSE

The purpose of this Easement is to preserve the availability of the *COVERED LAND* for *agricultural use* by preventing uses or activities on the land that will impair or interfere with the *COVERED LAND*'s agricultural viability and productive capacity.

G. DEFINITIONS

In this *EASEMENT AGREEMENT*:

- (1) “*Accessory use*” means any of the following land uses, other than a building, structure, *impervious surface* or improvement that is consistent with the purpose of the *EASEMENT*:
 - (a) An activity or business operation that is an integral part of, or incidental to, an *agricultural use* of the *COVERED LAND*.
 - (b) A business, activity or enterprise, not associated with an *agricultural use*, if all of the following apply:
 - (i) It is conducted by a person who resides on and owns or farms the *COVERED LAND*, or by a member of that person’s immediate family.
 - (ii) It requires no new buildings, structures or *impervious surfaces*.
 - (iii) It employs no more than 4 full-time employees annually.
 - (iv) It does not impair or limit current or future *agricultural uses* of the *COVERED LAND* or other *protected farmland*.
- (2) “*Agricultural area*” means that portion of the *COVERED LAND* that is described as an *agricultural area* in attached Exhibit A and mapped as an *agricultural area* in attached Exhibit B, regardless of whether the area is in *agricultural use*. If there is any discrepancy between the description in Exhibit A and the map in Exhibit B, the description in Exhibit A controls.
- (3) “*Agricultural use*” means any of the following:
 - (a) Any of the following activities conducted for the purpose of producing an income or livelihood:
 - (i) Crop or forage production.
 - (ii) Keeping *livestock*.
 - (iii) Beekeeping.
 - (iv) Nursery, sod, or Christmas tree production.
 - (v) Floriculture.
 - (vi) Aquaculture.
 - (vii) Fur farming.
 - (viii) Forest management.
 - (ix) Enrolling land in a federal agricultural commodity payment program or a federal or state agricultural land conservation payment program
 - (b) Any other use that *DATCP* or its successor state agency identifies by rule as an *agricultural use*.
- (4) “*Alteration*” means the act of causing the change to or disturbance of a surface.
- (5) “*Environmental law*” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, or codes of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, *hazardous materials*, hazard communication, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.
- (6) “*Forester*” means a licensed professional forester, a person who has received a bachelor’s or higher degree in forestry from a school of forestry with a curriculum accredited by the Society of American Foresters, or other qualified person as determined by the HOLDERS.
- (7) “*Hazardous materials*” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

- (8) “*Impervious surface*” means an installed material that prevents rain from falling directly onto the land surface or surface vegetation, or that prevents rain water from percolating directly into the soil. *Impervious surface* includes roofs, containers, pavement and macadam.
- (9) “*Livestock*” means bovine animals, equine animals, goats, poultry, sheep, swine, farm-raised deer, farm-raised game birds, camelids, ratites, and farm-raised fish.
- (10) “*Open space or natural resource use*” means a use, other than an *agricultural use* or an accessory use, that includes no buildings or permanent structures, other than limited structures such as fences or government-approved natural resource conservation practices that do not convert the land to other uses.
- (11) “*Pre-existing structure*” means a building or structure that existed on the date of this *EASEMENT AGREEMENT*, as may be identified in Section H and shown on the map attached as Exhibit C.
- (12) “*Pre-existing use*” means a land use, other than an *agricultural use*, an accessory use, or an *open space or natural resource use*, that existed on the date of this *EASEMENT AGREEMENT*, as identified in Section H and shown on the map attached as Exhibit C
- (13) “*Protected farmland*” means land that is legally protected from nonagricultural development.
- (14) “*Third-party enforcement right*” means a right provided in a conservation easement empowering a governmental body, charitable corporation, charitable association or charitable trust, which, although eligible to be a holder, is not a holder, to enforce any term of the easement.

H. USE OF THE COVERED LAND

The *EASEMENT* limits use of the *COVERED LAND* as follows:

- (1) **Land uses in the *agricultural area*.** Land uses in the *agricultural area* are limited to the following:
 - (a) *Pre-existing uses and structures.* The following *pre-existing uses and structures*, if present and documented in Section H and on Exhibit C, that have no material adverse impact on *agricultural use* of the *COVERED LAND*: Silo(s), grain bins, or any other agricultural accessory building(s). These *pre-existing uses and structures* may be repaired and maintained without approval from the *HOLDERS*.
 - (b) *Agricultural uses* not requiring the installation of *impervious surface* or gravel.
 - (c) *Accessory uses* not requiring the installation of *impervious surface* or gravel.
 - (d) *Undeveloped open space and natural resource uses.*
 - (e) Uses for which the *HOLDERS* give prior written approval under section I.
 - (f) Fencing.
 - (g) Natural resource conservation practices implemented in compliance with a state or federal conservation standard.
- (2) **Land division.** The *COVERED LAND* may not be divided, for purposes of sale of less than the entire *COVERED LAND*, except with the prior written approval of the *HOLDERS* under section I. The *HOLDERS* may not approve a division that is inconsistent with the purpose of the *EASEMENT*.
- (3) **Conservation compliance.** All land uses on the *COVERED LAND* shall comply with applicable state laws related to soil and water conservation, nonpoint source pollution and nutrient management, regardless of whether the landowner or land user receives any cost-share payment for compliance. All highly erodible land on the *COVERED LAND* shall be subject to a conservation plan prepared in consultation with the local county land conservation committee. Timber harvested for sale shall be harvested according to a forest management plan prepared or approved by a qualified *forester* that maintains the productivity of the forest resource and is consistent with the purpose of this *EASEMENT AGREEMENT*. A landowner may receive cost-share payments to achieve compliance with environmental laws, including conservation compliance obligations.

(4) Land surface alteration. Any alteration to the surface of the *agricultural area* including excavation, removal or filling of the land surface shall be consistent with the purpose of the *EASEMENT*. Permitted alteration under this subsection is limited to any of the following:

(a) An alteration that is minimal in scope and impact and does not by itself or in combination with other alterations exceed one (1) acre in size. Any alteration shall be repaired to the maximum extent feasible to restore the land's potential for *agricultural use*.

(b) An alteration authorized under paragraph H (1) (b) to (g)

(5) Residential use: No residential use is permitted on the *COVERED LAND*.

I. HOLDERS' APPROVAL REQUIRED

(1) An owner of the *COVERED LAND* may not do any of the following without the *HOLDERS* approval:

(a) Cover any part of the *agricultural area* with additional *impervious surface* or gravel. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (1) (g).

(b) Subdivide the *COVERED LAND*.

(c) Separate and sell the *agricultural area*.

(d) Alter the land surface in the *agricultural area* in excess of one (1) acre. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (1) (b) to (g).

(e) Materially expand or alter any *pre-existing use or structure* in the *agricultural area*. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (1) (g).

(f) Petition the county and town boards to rezone the property to another zoning district.

(2) A request for approval shall be in writing and shall clearly and accurately describe the proposed action. The description shall include the nature, size, scope, location, design and other material features of the proposed action, and any other information reasonably required by the *HOLDERS*.

(3) The *HOLDERS* may approve a proposed action in response to a written request under sub. (1) if all of the following apply:

(a) The proposed action and subsequent land use is consistent with the purpose of the *EASEMENT*.

(b) The proposed action and subsequent land use will not violate section H.

(c) The proposed use will not unnecessarily convert prime farmland or cropland, will not convert the primary use of the *COVERED LAND* to a use other than *agricultural use*, and will not materially impair or limit any surrounding *agricultural uses*.

(4) The *HOLDERS* will grant or deny a written request under sub. (1) within 90 days after receiving a complete written request under paragraph I (2). The *HOLDERS* may deny a request in their sole discretion, and are not required to justify any denial. The *HOLDERS* may grant approval subject to conditions specified in the approval. Conditions may include deadlines for the beginning or completion of a proposed action.

(5) An approval under sub. (3) is not effective unless given by all of the *HOLDERS*.

J. LANDOWNER RIGHTS RESERVED

(1) Except as provided in this *EASEMENT AGREEMENT*, all rights enjoyed by current or future owners of the *COVERED LAND* are reserved to those owners.

(2) This *EASEMENT* does not limit any owner's right to use, improve, transfer, bequeath, lease, restrict access to, grant a mortgage or other interest in, encumber or convey the *COVERED LAND*, except as provided in this *EASEMENT AGREEMENT*.

- (3) The terms, conditions, restrictions and purpose of this *EASEMENT* shall be referenced in any subsequent deed or other legal instrument by which the owners divest themselves of any interest in the *COVERED LAND*.
- (4) The *HOLDERS* shall be notified in writing of the name(s) and address(es) of any party to whom an interest in the *COVERED LAND* is granted, conveyed or otherwise transferred, at or prior to the time said transfer is executed.
- (5) No provision of this *EASEMENT* shall be construed as impairing the ability of the owners to use the premises as collateral for any subsequent loan, provided that any mortgage or lien arising from such a transaction must not be inconsistent with the terms of this *EASEMENT*, and must be subordinate to this *EASEMENT*.

K. EASEMENT DOES NOT CREATE PUBLIC ACCESS RIGHT

This *EASEMENT AGREEMENT* does not give the general public any right of access to any portion of the *COVERED LAND*, nor does it limit any right of public access that otherwise exists.

L. EASEMENT DOES NOT LIMIT LANDOWNER RESPONSIBILITIES

Except as specifically provided in this *EASEMENT AGREEMENT*:

- (1) This *EASEMENT AGREEMENT* does not relieve the *GRANTORS*, or any subsequent owners, occupiers or users of the *COVERED LAND*, from any responsibility or liability which they currently have or may subsequently incur in connection with the *COVERED LAND*.
- (2) The *HOLDERS* assume no responsibility for the use, management, control, operation, upkeep or maintenance of the *COVERED LAND*, and assume no liability for any action or omission related to the use, management, control, operation, upkeep or maintenance of the *COVERED LAND*.

M. ENFORCING THE EASEMENT

- (1) Any or all of the *HOLDERS*, or their authorized agents, may do any of the following:
 - (a) Upon reasonable prior notice and at reasonable times, enter onto the *COVERED LAND* to monitor compliance and collect evidence of noncompliance.
 - (b) Issue notice of apparent *EASEMENT* violations to an alleged violator. The notice may include a demand for timely corrective action. A notice under this subsection is not a prerequisite to court action under sub. (c).
 - (c) Initiate action in court to enjoin an apparent violation of the *EASEMENT*. The action may include a request for an ex parte restraining order or temporary injunction, as circumstances may warrant. The court may enjoin the violation, require appropriate corrective action, award costs, and grant any other relief to which the *HOLDERS* may be entitled.
- (2) No failure on the part of any *HOLDER* to enforce any term of this *EASEMENT* shall discharge or invalidate the term or any other provision of the *EASEMENT* or affect the rights of the *HOLDERS* to enforce the *EASEMENT* in the event of a subsequent breach or default.
- (3) The *GRANTORS* and *HOLDERS* acknowledge and agree that the *COVERED LAND* is in agricultural and open space use as of the recording of this *EASEMENT AGREEMENT*. *GRANTORS* and *HOLDERS* further acknowledge and agree that the condition and use of the *COVERED LAND* is documented in various publicly available records and maps, including the 2010 Dane County Land Use Inventory and 2014 Dane County Orthophotography.

N. AMENDING THE EASEMENT

- (1) The terms of the *EASEMENT* may be amended with the written consent of all of the *HOLDERS* and all of the persons who own the *COVERED LAND* at the time of the amendment. An amendment under this subsection does not include an amendment that extinguishes the *EASEMENT*.
- (2) The *HOLDERS* may give their consent under sub. (1) only if the amendment is consistent with the purpose of the *EASEMENT*, does not affect the perpetual duration of the Easement and does not materially weaken the *EASEMENT* to the detriment of the *HOLDERS*.

- (3) The *HOLDERS* may withhold their consent under sub. (1) in their sole discretion, and are not required to justify any withholding of consent.
- (4) An amendment under sub. (1) is not effective unless it is in writing, and signed by all of the persons who are required to give their consent under sub. (1). A signed written amendment takes effect when signed by all parties and recorded with the county Register of Deeds in the county where the *COVERED LAND* is located.

O. TERMINATING THE EASEMENT

The *EASEMENT* may be terminated at any time by court order if the following applies:

- (1) The purpose of the *EASEMENT* can no longer be achieved because of a material change in circumstances, or because of a lawful application of eminent domain authority. A change in the value of the *COVERED LAND*, or in an owner's intended use of the *COVERED LAND*, does not constitute a material change in circumstances under this subsection.

GRANT OF EASEMENT BY LANDOWNERS

The following GRANTORS hereby sign this EASEMENT AGREEMENT and grant the EASEMENT described herein:

Duane L. Skaar and Dorothy J. Skaar Joint revocable Living Trust

(Signature) (Date)
Duane L. Skaar, Trustee

(Print Name)

(Signature) (Date)
Dale L. Skaar

(Print Name)

(Signature) (Date)
Dorothy J. Skaar, Trustee

(Print Name)

(Signature) (Date)
Linda R. Skaar

(Print Name)

State of Wisconsin)
) ss
County of _____)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the ____ day of June .
2020, by _____
(Name of Grantor)

This instrument was acknowledged before me on the ____ day of June.
2020, by _____
(Name of Grantor)

(Signature of Notary)

(Print Name)

(Signature of Notary)

(Print Name)

Notary Public, State of Wisconsin
My commission expires (is permanent) _____.

Notary Public, State of Wisconsin
My commission expires (is permanent) _____.

GRANT OF EASEMENT BY COOPERATING ENTITY (IF ANY)

_____ Kim Banigan _____ as _____ Clerk _____ of _____ Town of Cottage Grove
(Print Name) (Title) (Cooperating Entity)

does hereby accept the EASEMENT described herein:

By: _____
(Signature of Authorized Representative)

(Print Name, Title)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____
(Name)
as _____ of _____
(Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of _____
My commission expires (is permanent) _____.

ACCEPTANCE OF EASEMENT BY COOPERATING ENTITY

Scott McDonell as Clerk of County of Dane
(Print Name) (Title) (Cooperating Entity)

does hereby accept the EASEMENT described herein:

By:
(Signature of Authorized Representative)
(Print Name, Title)

State of Wisconsin)
) ss
County of)

This instrument was acknowledged before me on the ___ day of ___, 20___, by ___ (Name)
as ___ of ___ (Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of ___
My commission expires (is permanent)___

ACCEPTANCE OF EASEMENT BY COOPERATING ENTITY

as of
(Print Name) (Title) (Cooperating Entity)

does hereby accept the EASEMENT described herein:

By:
(Signature of Authorized Representative)
(Print Name, Title)

State of Wisconsin)
) ss
County of)

This instrument was acknowledged before me on the ___ day of ___, 20___, by ___ (Name)
as ___ of ___ (Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of ___
My commission expires (is permanent)___

ATTACHMENTS

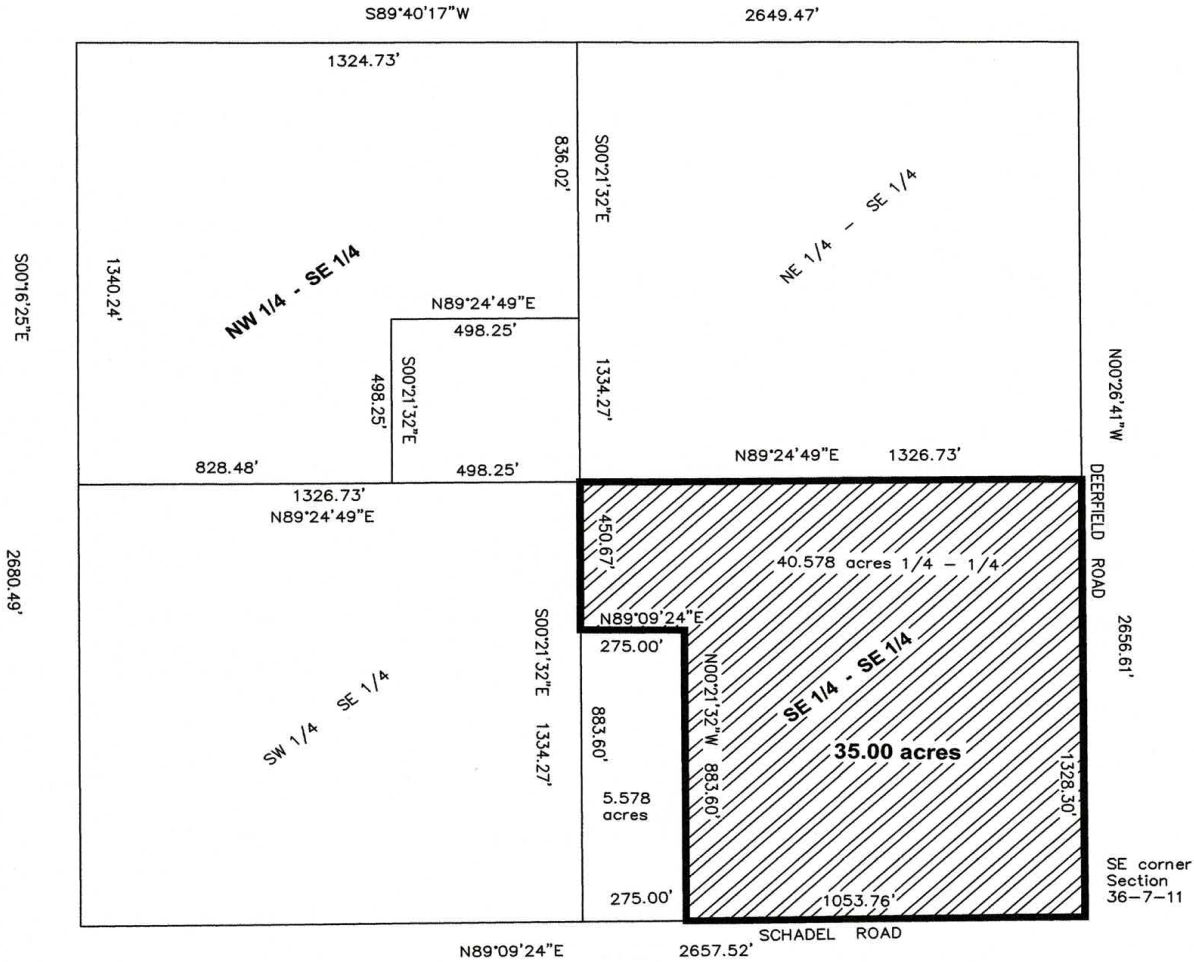
Exhibit A. LEGAL DESCRIPTION OF THE COVERED LAND

SENDING UNIT: Linda R. Skaar, Dale L. Skaar, and the Duane L. Skaar and Dorothy J. Skaar Joint Revocable Living Trust
(Parcel Number 018/0711-364-9500-1)

Part of the SE ¼ of the SE ¼ of Section 36, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, described as follows:

Beginning at the Southeast corner of the SE ¼ of the SE ¼; thence S89°09'24"W along the South line of the ¼ - ¼, 1053.76 feet; thence N00°21'32"W, 883.60 feet; thence S89°09'24"W, 275.00 feet to the West line of said ¼ - ¼; thence N00°21'32"W along said West line, 450.67 feet to the Northwest corner of said ¼ - ¼; thence N89°24'49"E, 1326.73 feet to the Northeast corner of the ¼ - ¼; thence S00°26'41"E, 1328.30 feet to the point of beginning. Containing 35.00 acres.

EXHIBIT B



Section 36, Township 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin



Dane County Department of Planning & Development
 Room 116, 201 Martin Luther King, Jr. Blvd.
 Madison, WI 53703
 (608) 266-4266

**TDR AGRICULTURAL CONSERVATION
 EASEMENT AGREEMENT**

This *AGREEMENT* creates an agricultural conservation *EASEMENT* in accordance with ss. 93.73, 700.40, Wis. Stats. (2009) and s.10.01(75m), Dane County Code.

A. COVERED LAND

The *EASEMENT* applies to all of the land that is described in attached Exhibit A (*COVERED LAND*) and mapped in attached Exhibit B. The *COVERED LAND* includes an *agricultural area*. If there is any discrepancy between the description in Exhibit A and the map in Exhibit B, the description in Exhibit A controls.

B. PERPETUAL EASEMENT RUNS WITH THE LAND

The *EASEMENT* runs with all of the *COVERED LAND* in perpetuity, regardless of any changes in land ownership or control. The *EASEMENT* is binding on all owners, occupiers and users of the *COVERED LAND* as well as those with a mortgage, lien or other interest in the *COVERED LAND*. If an owner grants another person the right to occupy or use the *COVERED LAND*, the owner and the other person are jointly and severally responsible for complying with the *EASEMENT*.

C. EASEMENT GRANTORS

The *EASEMENT* is granted by the following persons (*GRANTORS*), who are owners of the *COVERED LAND*:

SEE ATTACHED EXHIBIT "A"

D. EASEMENT HOLDERS AND THIRD PARTY BENEFICIARY

The *GRANTORS* grant the *EASEMENT* to the following parties (*HOLDERS*):

- (1) *COUNTY OF DANE (COUNTY)*, or its successor in interest. The *COUNTY* is a Wisconsin political subdivision as defined in s. 93.73(1m)(f), Wis. Stats. (2009).
- (2) *TOWN OF COTTAGE GROVE, DANE COUNTY, WISCONSIN*, or its successor in interest. The *TOWN* is a Wisconsin political subdivision as defined in s. 93.73(1m)(f), Wis. Stats. (2009).

E. EASEMENT GRANTED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the *GRANTORS*, the *GRANTORS* hereby grant and convey to the *HOLDERS* a perpetual *EASEMENT* in the *COVERED LAND* as provided in this *EASEMENT AGREEMENT*. The *EASEMENT* takes effect when this *EASEMENT AGREEMENT* is accepted, and signed by the *HOLDERS*, and recorded with the county Register of Deeds in the county where the *COVERED LAND* is located.

This space is reserved for recording data

Return to:

Parcel Identification Number/Tax Key Number

0711-364-8500-3

F. PURPOSE

The purpose of this Easement is to preserve the availability of the *COVERED LAND* for *agricultural use* by preventing uses or activities on the land that will impair or interfere with the *COVERED LAND*'s agricultural viability and productive capacity.

G. DEFINITIONS

In this *EASEMENT AGREEMENT*:

- (1) “*Accessory use*” means any of the following land uses, other than a building, structure, *impervious surface* or improvement that is consistent with the purpose of the *EASEMENT*:
 - (a) An activity or business operation that is an integral part of, or incidental to, an *agricultural use* of the *COVERED LAND*.
 - (b) A business, activity or enterprise, not associated with an *agricultural use*, if all of the following apply:
 - (i) It is conducted by a person who resides on and owns or farms the *COVERED LAND*, or by a member of that person’s immediate family.
 - (ii) It requires no new buildings, structures or *impervious surfaces*.
 - (iii) It employs no more than 4 full-time employees annually.
 - (iv) It does not impair or limit current or future *agricultural uses* of the *COVERED LAND* or other *protected farmland*.
- (2) “*Agricultural area*” means that portion of the *COVERED LAND* that is described as an *agricultural area* in attached Exhibit A and mapped as an *agricultural area* in attached Exhibit B, regardless of whether the area is in *agricultural use*. If there is any discrepancy between the description in Exhibit A and the map in Exhibit B, the description in Exhibit A controls.
- (3) “*Agricultural use*” means any of the following:
 - (a) Any of the following activities conducted for the purpose of producing an income or livelihood:
 - (i) Crop or forage production.
 - (ii) Keeping *livestock*.
 - (iii) Beekeeping.
 - (iv) Nursery, sod, or Christmas tree production.
 - (v) Floriculture.
 - (vi) Aquaculture.
 - (vii) Fur farming.
 - (viii) Forest management.
 - (ix) Enrolling land in a federal agricultural commodity payment program or a federal or state agricultural land conservation payment program
 - (b) Any other use that *DATCP* or its successor state agency identifies by rule as an *agricultural use*.
- (4) “*Alteration*” means the act of causing the change to or disturbance of a surface.
- (5) “*Environmental law*” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, or codes of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, *hazardous materials*, hazard communication, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.
- (6) “*Forester*” means a licensed professional forester, a person who has received a bachelor’s or higher degree in forestry from a school of forestry with a curriculum accredited by the Society of American Foresters, or other qualified person as determined by the HOLDERS.
- (7) “*Hazardous materials*” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

- (8) "*Impervious surface*" means an installed material that prevents rain from falling directly onto the land surface or surface vegetation, or that prevents rain water from percolating directly into the soil. *Impervious surface* includes roofs, containers, pavement and macadam.
- (9) "*Livestock*" means bovine animals, equine animals, goats, poultry, sheep, swine, farm-raised deer, farm-raised game birds, camelids, ratites, and farm-raised fish.
- (10) "*Open space or natural resource use*" means a use, other than an *agricultural use* or an accessory use, that includes no buildings or permanent structures, other than limited structures such as fences or government-approved natural resource conservation practices that do not convert the land to other uses.
- (11) "*Pre-existing structure*" means a building or structure that existed on the date of this *EASEMENT AGREEMENT*, as may be identified in Section H and shown on the map attached as Exhibit C.
- (12) "*Pre-existing use*" means a land use, other than an *agricultural use*, an accessory use, or an *open space or natural resource use*, that existed on the date of this *EASEMENT AGREEMENT*, as identified in Section H and shown on the map attached as Exhibit C.
- (13) "*Protected farmland*" means land that is legally protected from nonagricultural development.
- (14) "*Third-party enforcement right*" means a right provided in a conservation easement empowering a governmental body, charitable corporation, charitable association or charitable trust, which, although eligible to be a holder, is not a holder, to enforce any term of the easement.

H. USE OF THE COVERED LAND

The *EASEMENT* limits use of the *COVERED LAND* as follows:

- (1) **Land uses in the *agricultural area*.** Land uses in the *agricultural area* are limited to the following:
 - (a) *Pre-existing uses and structures.* The following *pre-existing uses and structures*, if present and documented in Section H and on Exhibit C, that have no material adverse impact on *agricultural use* of the *COVERED LAND*: Silo(s), grain bins, or any other agricultural accessory building(s). These *pre-existing uses and structures* may be repaired and maintained without approval from the *HOLDERS*.
 - (b) *Agricultural uses* not requiring the installation of *impervious surface* or gravel.
 - (c) *Accessory uses* not requiring the installation of *impervious surface* or gravel.
 - (d) *Undeveloped open space and natural resource uses.*
 - (e) Uses for which the *HOLDERS* give prior written approval under section I.
 - (f) Fencing.
 - (g) Natural resource conservation practices implemented in compliance with a state or federal conservation standard.
- (2) **Land division.** The *COVERED LAND* may not be divided, for purposes of sale of less than the entire *COVERED LAND*, except with the prior written approval of the *HOLDERS* under section I. The *HOLDERS* may not approve a division that is inconsistent with the purpose of the *EASEMENT*.
- (3) **Conservation compliance.** All land uses on the *COVERED LAND* shall comply with applicable state laws related to soil and water conservation, nonpoint source pollution and nutrient management, regardless of whether the landowner or land user receives any cost-share payment for compliance. All highly erodible land on the *COVERED LAND* shall be subject to a conservation plan prepared in consultation with the local county land conservation committee. Timber harvested for sale shall be harvested according to a forest management plan prepared or approved by a qualified *forester* that maintains the productivity of the forest resource and is consistent with the purpose of this *EASEMENT AGREEMENT*. A landowner may receive cost-share payments to achieve compliance with environmental laws, including conservation compliance obligations.

(4) Land surface alteration. Any alteration to the surface of the *agricultural area* including excavation, removal or filling of the land surface shall be consistent with the purpose of the *EASEMENT*. Permitted alteration under this subsection is limited to any of the following:

(a) An alteration that is minimal in scope and impact and does not by itself or in combination with other alterations exceed one (1) acre in size. Any alteration shall be repaired to the maximum extent feasible to restore the land's potential for *agricultural use*.

(b) An alteration authorized under paragraph H (1) (b) to (g)

(5) Residential use: No residential use is permitted on the *COVERED LAND*.

I. HOLDERS' APPROVAL REQUIRED

(1) An owner of the *COVERED LAND* may not do any of the following without the *HOLDERS* approval:

(a) Cover any part of the *agricultural area* with additional *impervious surface* or gravel. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (1) (g).

(b) Subdivide the *COVERED LAND*.

(c) Separate and sell the *agricultural area*.

(d) Alter the land surface in the *agricultural area* in excess of one (1) acre. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (1) (b) to (g).

(e) Materially expand or alter any *pre-existing use or structure* in the *agricultural area*. Approval of the *HOLDERS* is not required if the action is permitted under paragraph H (1) (g).

(f) Petition the county and town boards to rezone the property to another zoning district.

(2) A request for approval shall be in writing and shall clearly and accurately describe the proposed action. The description shall include the nature, size, scope, location, design and other material features of the proposed action, and any other information reasonably required by the *HOLDERS*.

(3) The *HOLDERS* may approve a proposed action in response to a written request under sub. (1) if all of the following apply:

(a) The proposed action and subsequent land use is consistent with the purpose of the *EASEMENT*.

(b) The proposed action and subsequent land use will not violate section H.

(c) The proposed use will not unnecessarily convert prime farmland or cropland, will not convert the primary use of the *COVERED LAND* to a use other than *agricultural use*, and will not materially impair or limit any surrounding *agricultural uses*.

(4) The *HOLDERS* will grant or deny a written request under sub. (1) within 90 days after receiving a complete written request under paragraph I (2). The *HOLDERS* may deny a request in their sole discretion, and are not required to justify any denial. The *HOLDERS* may grant approval subject to conditions specified in the approval. Conditions may include deadlines for the beginning or completion of a proposed action.

(5) An approval under sub. (3) is not effective unless given by all of the *HOLDERS*.

J. LANDOWNER RIGHTS RESERVED

(1) Except as provided in this *EASEMENT AGREEMENT*, all rights enjoyed by current or future owners of the *COVERED LAND* are reserved to those owners.

(2) This *EASEMENT* does not limit any owner's right to use, improve, transfer, bequeath, lease, restrict access to, grant a mortgage or other interest in, encumber or convey the *COVERED LAND*, except as provided in this *EASEMENT AGREEMENT*.

- (3) The terms, conditions, restrictions and purpose of this *EASEMENT* shall be referenced in any subsequent deed or other legal instrument by which the owners divest themselves of any interest in the *COVERED LAND*.
- (4) The *HOLDERS* shall be notified in writing of the name(s) and address(es) of any party to whom an interest in the *COVERED LAND* is granted, conveyed or otherwise transferred, at or prior to the time said transfer is executed.
- (5) No provision of this *EASEMENT* shall be construed as impairing the ability of the owners to use the premises as collateral for any subsequent loan, provided that any mortgage or lien arising from such a transaction must not be inconsistent with the terms of this *EASEMENT*, and must be subordinate to this *EASEMENT*.

K. EASEMENT DOES NOT CREATE PUBLIC ACCESS RIGHT

This *EASEMENT AGREEMENT* does not give the general public any right of access to any portion of the *COVERED LAND*, nor does it limit any right of public access that otherwise exists.

L. EASEMENT DOES NOT LIMIT LANDOWNER RESPONSIBILITIES

Except as specifically provided in this *EASEMENT AGREEMENT*:

- (1) This *EASEMENT AGREEMENT* does not relieve the *GRANTORS*, or any subsequent owners, occupiers or users of the *COVERED LAND*, from any responsibility or liability which they currently have or may subsequently incur in connection with the *COVERED LAND*.
- (2) The *HOLDERS* assume no responsibility for the use, management, control, operation, upkeep or maintenance of the *COVERED LAND*, and assume no liability for any action or omission related to the use, management, control, operation, upkeep or maintenance of the *COVERED LAND*.

M. ENFORCING THE EASEMENT

- (1) Any or all of the *HOLDERS*, or their authorized agents, may do any of the following:
 - (a) Upon reasonable prior notice and at reasonable times, enter onto the *COVERED LAND* to monitor compliance and collect evidence of noncompliance.
 - (b) Issue notice of apparent *EASEMENT* violations to an alleged violator. The notice may include a demand for timely corrective action. A notice under this subsection is not a prerequisite to court action under sub. (c).
 - (c) Initiate action in court to enjoin an apparent violation of the *EASEMENT*. The action may include a request for an ex parte restraining order or temporary injunction, as circumstances may warrant. The court may enjoin the violation, require appropriate corrective action, award costs, and grant any other relief to which the *HOLDERS* may be entitled.
- (2) No failure on the part of any *HOLDER* to enforce any term of this *EASEMENT* shall discharge or invalidate the term or any other provision of the *EASEMENT* or affect the rights of the *HOLDERS* to enforce the *EASEMENT* in the event of a subsequent breach or default.
- (3) The *GRANTORS* and *HOLDERS* acknowledge and agree that the *COVERED LAND* is in agricultural and open space use as of the recording of this *EASEMENT AGREEMENT*. *GRANTORS* and *HOLDERS* further acknowledge and agree that the condition and use of the *COVERED LAND* is documented in various publicly available records and maps, including the 2010 Dane County Land Use Inventory and 2014 Dane County Orthophotography.

N. AMENDING THE EASEMENT

- (1) The terms of the *EASEMENT* may be amended with the written consent of all of the *HOLDERS* and all of the persons who own the *COVERED LAND* at the time of the amendment. An amendment under this subsection does not include an amendment that extinguishes the *EASEMENT*.
- (2) The *HOLDERS* may give their consent under sub. (1) only if the amendment is consistent with the purpose of the *EASEMENT*, does not affect the perpetual duration of the Easement and does not materially weaken the *EASEMENT* to the detriment of the *HOLDERS*.

- (3) The *HOLDERS* may withhold their consent under sub. (1) in their sole discretion, and are not required to justify any withholding of consent.
- (4) An amendment under sub. (1) is not effective unless it is in writing, and signed by all of the persons who are required to give their consent under sub. (1). A signed written amendment takes effect when signed by all parties and recorded with the county Register of Deeds in the county where the *COVERED LAND* is located.

O. TERMINATING THE EASEMENT

The *EASEMENT* may be terminated at any time by court order if the following applies:

- (1) The purpose of the *EASEMENT* can no longer be achieved because of a material change in circumstances, or because of a lawful application of eminent domain authority. A change in the value of the *COVERED LAND*, or in an owner's intended use of the *COVERED LAND*, does not constitute a material change in circumstances under this subsection.

GRANT OF EASEMENT BY LANDOWNERS

The following GRANTORS hereby sign this EASEMENT AGREEMENT and grant the EASEMENT described herein:

Duane L. Skaar and Dorothy J. Skaar Joint Revocable Living Trust

(Signature) (Date)

Duane L. Skaar, Trustee

(Signature) (Date)

Dorothy J. Skaar, Trustee

(Print Name)

(Signature) (Date)

(Signature) (Date)

(Print Name)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the ___ day of June, 2020, by Duane L. Skaar and Dorothy L. Skaar
(Name of Grantor)

(Signature of Notary)

(Print Name)

Notary Public, State of Wisconsin
My commission expires (is permanent) _____

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the ___ day of _____, 20____, by _____
(Name of Grantor)

(Signature of Notary)

(Print Name)

Notary Public, State of _____
My commission expires (is permanent) _____

GRANT OF EASEMENT BY COOPERATING ENTITY (IF ANY)

Kim Banigan as Clerk of Town of Cottage Grove
(Print Name) (Title) (Cooperating Entity)

does hereby accept the EASEMENT described herein:

By: _____
(Signature of Authorized Representative)

(Print Name, Title)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the _____ day of June, 2020, by _____
as _____ of _____
(Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of Wisconsin.
My commission expires (is permanent) _____

ACCEPTANCE OF EASEMENT BY COOPERATING ENTITY

Scott McDonell as Clerk of County of Dane
(Print Name) (Title) (Cooperating Entity)

does hereby accept the EASEMENT described herein:

By: (Signature of Authorized Representative)
(Print Name, Title)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the _____ day of June _____, 2020 _____, by _____
(Name)
as _____ of _____
(Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of Wisconsin
My commission expires (is permanent) _____.

ACCEPTANCE OF EASEMENT BY COOPERATING ENTITY

_____ as _____ of _____
(Print Name) (Title) (Cooperating Entity)

does hereby accept the EASEMENT described herein:

By: (Signature of Authorized Representative)
(Print Name, Title)

State of Wisconsin)
) ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20_____, by _____
(Name)
as _____ of _____
(Title) (Cooperating Entity)

(Signature of Notary)

(Print Name)

Notary Public, State of _____
My commission expires (is permanent) _____.

ATTACHMENTS

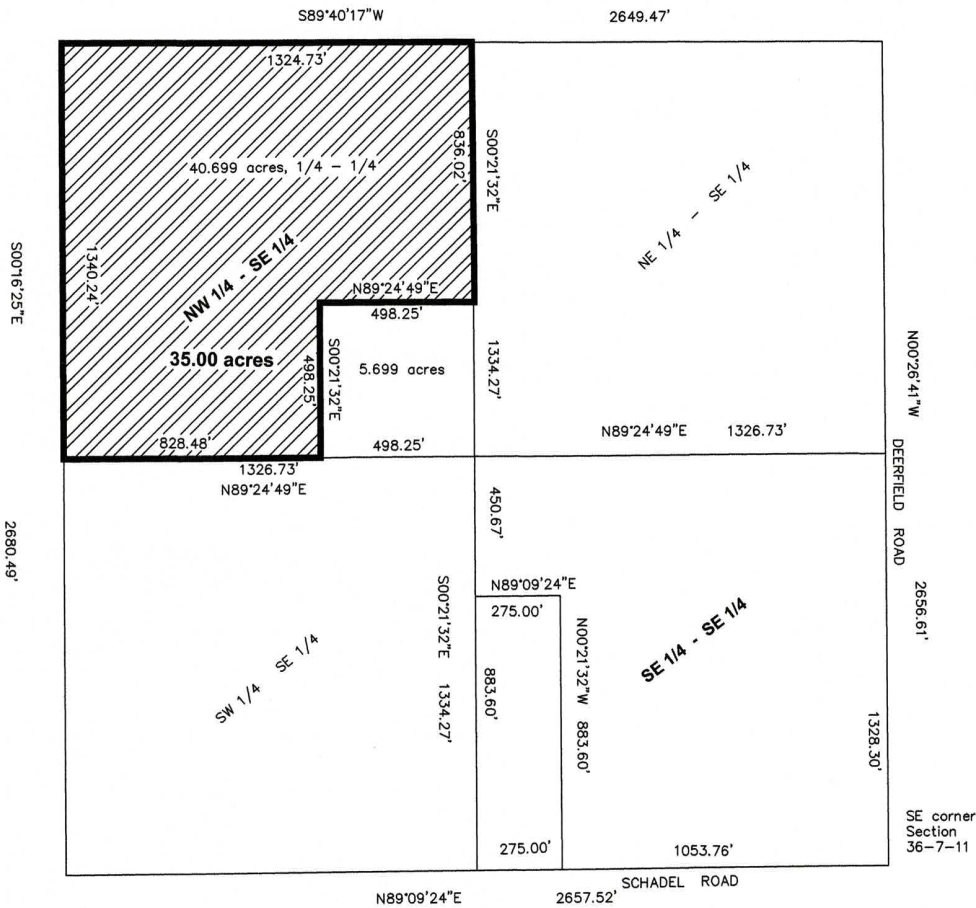
Exhibit A. LEGAL DESCRIPTION OF THE COVERED LAND:

SENDING UNIT: Duane L. Skaar and Dorothy J. Skaar Joint Revocable Living Trust is the present owner.
 (Parcel Number 018/0711-364-8500-3)

Part of the NW ¼ of the SE ¼ of Section 36, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, described as follows:

Beginning at the Northwest corner of the NW ¼ of the SE ¼; thence N89°40'17"E, 1324.73 feet to the Northeast corner of said ¼ - ¼; thence S00°21'32"E along the East line of said ¼ - ¼, 836.02 feet; thence S89°24'49"W, 498.25 feet; thence S00°21'32"E, 498.25 feet to the South line of said ¼ - ¼; thence S89°24'49"W, 828.48 feet to the Southwest corner of said ¼ - ¼; thence N00°16'25"W, 1340.24 feet to the point of beginning. Containing 35.00 acres.

EXHIBIT B



Section 36, Township 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin

Use black ink

NOTICE

NOTICE OF TRANSFERRED DEVELOPMENT RIGHTS

Pursuant to approval of rezoning petition #11283 and applicable policies of the Town of Cottage Grove Comprehensive Plan, Dane County hereby provides notice that a transfer of development rights has occurred between properties in Section 10 (receiving property), and Section 36 (sending properties) of the Town of Cottage Grove.

Development Rights Transferred: In accordance with the Transfer of Development Rights (TDR) policies of the *Town of Cottage Grove* component of the *Dane County Comprehensive Plan*, the transfer of two (2) development rights from the sending property will allow development of sixteen (16) single family residential lots in a subdivision on the receiving property.

Receiving Property: The receiving property described below is eligible to be used for the creation of up to sixteen (16) residential lots or for any other permitted use in the SFR-08 Single Family Residential Zoning District.

- Plat of Kennedy Hills, located in part of the NW 1/4 of the NE 1/4 Section 10, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin.

Sending Property: Two (2) development rights have been transferred from the "sending" properties described below. An agricultural conservation easement has been recorded with the Dane County Register of Deeds under Document # _____ prohibiting non-farm development on the two 35.00 acre "sending" properties. A map of the two "sending" properties and their full legal descriptions are attached as Exhibit A.

- Part of the SE 1/4 of the SE 1/4 Section 36, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, WI
- Part of the NW 1/4 of the SE 1/4 Section 36, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, WI

This Notice provides information regarding a Transfer of Development Rights between properties in accordance with the Dane County Zoning Ordinance, and the policies and programs specified in the Dane County Comprehensive Plan.

Recording area

Name and return address:

Kennedy Hills, LLC
306 W QUARRY ST
DEERFIELD WI 53531

0711-101-8501-0

PARCEL IDENTIFICATION NUMBER(S)

Signature of County official

Date

Name printed

Title

STATE OF WISCONSIN, County of _____

This document was drafted by:
(print or type name below)

Dane County Zoning Administrator

Subscribed and sworn to before me on _____ by the above named person(s).

Signature of notary or other person
authorized to administer an oath
(as per s. 706.06, 706.07)

Print or type name: _____

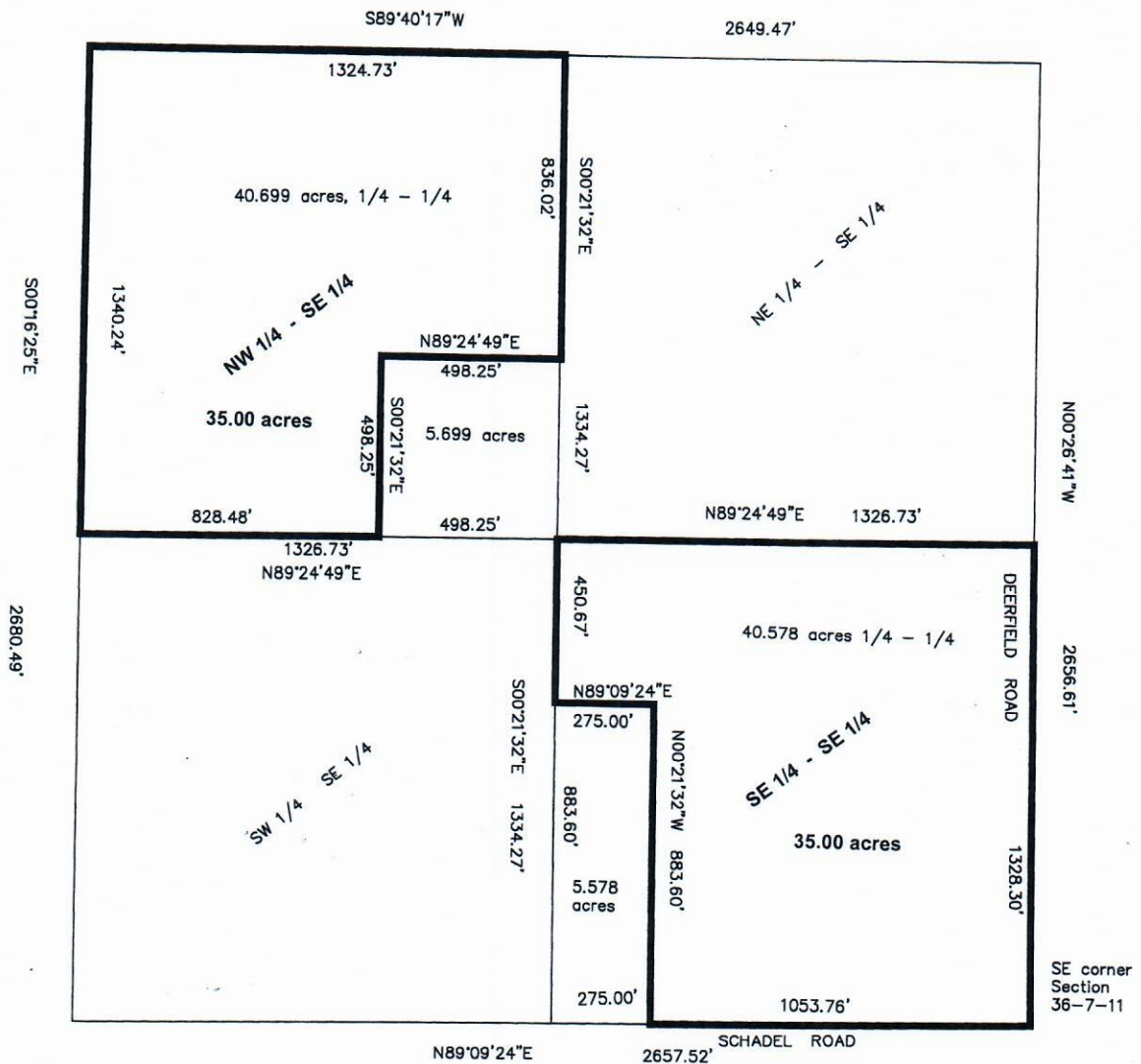
Title _____ Date commission expires: _____

*Names of persons signing in any capacity must be typed or printed below their signature.
P&D form 2/20/2001

EXHIBIT A

1. Map showing two 35.00 acre TDR "sending" properties located in the SE 1/4 of the SE 1/4, and in the NW 1/4 of SE 1/4 Section 36, Town of Cottage Grove:
2. Legal descriptions of the two "sending" properties.

The map below shows the two TDR Sending Properties



Section 36, Township 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin

SENDING PROPERTY: (Part of Parcel Number 018/0711-364-8500-3)
 Part of the NW ¼ of the SE ¼ of Section 36, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, described as follows:
 Beginning at the Northwest corner of the NW ¼ of the SE ¼; thence N89°40'17"E, 1324.73 feet to the Northeast corner of said ¼ - ¼; thence S00°21'32"E along the East line of said ¼ - ¼, 836.02 feet; thence S89°24'49"W, 498.25 feet; thence S00°21'32"E, 498.25 feet to the South line of said ¼ - ¼; thence S89°24'49"W, 828.48 feet to the Southwest corner of said ¼ - ¼; thence N00°16'25"W, 1340.24 feet to the point of beginning. Containing 35.00 acres.

SENDING PROPERTY: (Part of Parcel Number 018/0711-364-9500-1)
 Part of the SE ¼ of the SE ¼ of Section 36, Town 7 North, Range 11 East, Town of Cottage Grove, Dane County, Wisconsin, described as follows:
 Beginning at the Southeast corner of the SE ¼ of the SE ¼; thence S89°09'24"W along the South line of the ¼ - ¼, 1053.76 feet; thence N00°21'32"W, 883.60 feet; thence S89°09'24"W, 275.00 feet to the West line of said ¼ - ¼; thence N00°21'32"W along said West line, 450.67 feet to the Northwest corner of said ¼ - ¼; thence N89°24'49"E, 1326.73 feet to the Northeast corner of the ¼ - ¼; thence S00°26'41"E, 1328.30 feet to the point of beginning. Containing 35.00 acres.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 20, 2020

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen and Deputy Brian Biwer.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the June 29, 2020 and July 6, 2020 Town Board meetings as printed. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 - 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #33985-34012 from Monona Bank as presented. **MOTION CARRIED 5-0.**
 - 2. **MOTION** by Anders/DuPlayee to approve payment of \$3,253.00 to General Engineering for June building permits. **MOTION CARRIED 5-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: **MOTION** by Anders/DuPlayee to approve a permit for Alliant Energy/Intercon Construction to bury electric service on Vilas Road just south of Clark Street. **MOTION CARRIED 5-0.**

II. BUSINESS:

- A. Review June Police Activities: The monthly report showed 182 calls for service and 37 citations issued. Deputy Biwer reported that Deputy Grafton's new squad car has been delivered and she is enjoying it. Calls reflecting the effects of being home have started to spike, including domestic disputes and alcohol, drug and mental health related calls. There were two recent dumpings of trash on Siggelkow Road.
- B. Discuss/Consider speed bumps on Sandpiper Trail: Ben Nelson, 4594 Sandpiper Trail, attended virtually and said that he is bothered by the constant thumping sound coming from cars going over the speed bump in front of his home. Norman Schmelzer, 2730 Nightingale, made the same complaint, stating that motorists aggressively accelerate after going over the speed bumps rather than being slowed down. Nelson suggested that stop signs could slow traffic without the noise. DuPlayee felt that stop signs would be ignored, and suggested a second speed bump further down the road. Williams asked Nelson if he has spoken with neighbors about possible stop signs, he said he has discussed it with 2 or 3. Fonger asked if there is a better place for the speed bump, Dresen said this is the second placement this summer, as they are trying to figure out where to best put it. Neighbors around the earlier placement also complained about the noise. Hampton noted that there have not been similar complaints about the speed bumps on Damascus Trl., however there are two of them there and they have effectively reduced cut-through traffic. Fonger suggested removing the speed bump on Sandpiper altogether, but Anders said then we would go back to complaints about speeders. Deputy Biwer said it may seem like cars are going faster than they actually are to people walking on Sandpiper. He suggested that at least two 4-way stops would be needed to effectively reduce speed, but felt that the neighbors should have a chance to weigh in before that happened. Williams said she would support stop signs, and made a **MOTION** to install

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 20, 2020

4-way stops at the intersections of Mourning Dove Dr. and Nightingale Trl. with Sandpiper Trl, but the **MOTION FAILED** for lack of a second. Hampton brought up permanent tabletop speed humps that would cost \$10,000 each, but Fonger said the ones he has seen in Madison do not slow down traffic much. **MOTION** by DuPlayee to table the discussion. **MOTION FAILED** for lack of a second. **MOTION** by Anders/DuPlayee directing the Clerk to mail a letter to all Ravenwood residents asking for their input and letting them know the Town Board will continue the discussion at the August 17th meeting. **MOTION CARRIED 5-0.**

- C. Reconsider options to install playground equipment at Capitol View Park based on advice of Town Attorney and insurance provider: Discussion was to still use volunteers to install the equipment, although Hampton thought professional installation should be factored into the cost of future playground equipment purchases. **MOTION** by Fonger/DuPlayee to store the equipment until another neighborhood needs playground equipment. **MOTION FAILED 2-2-1** (Hampton and Anders opposed; Williams abstained). **MOTION** by Hampton to use unassigned funds to have the equipment installed. **MOTION FAILED** for lack of a second. **MOTION** by Fonger/Williams to put the equipment into storage until next year, with first choice given to Capitol View if the neighborhood has a plan to install it then under the supervision of the Town or Lee recreation. **MOTION CARRIED 4-1** (DuPlayee opposed).

- D. Discuss/Consider quotes for loan to finance 2020 road maintenance projects. The Treasurer had obtained the following quotes for borrowing from August 4, 2020 – March 15, 2021 with total debt service payments of \$300,000:

- Monona Bank: \$297,293 of borrowed principal at interest rate of \$1.49%.
- Bank of Sun Prairie: \$296,500 of borrowed principal at interest rate of \$1.90%
- Oregon Community Bank: \$296,289.09 of borrowed principal at interest rate of 2.05%

The Treasurer also provided current rates for the Board of Commissioners of Public Lands loan program for comparison sake. **MOTION** by DuPlayee/Williams to accept the proposal from Monona Bank. **MOTION CARRIED 5-0.**

- E. Discuss/Consider approval of Amendment No. 1 to the October 4, 2019 Agreement for 2020 Services Natvig Road Landfill: Anders explained that the additional \$11,200 in costs beyond the current agreement relate to installation and additional testing for the new gas probe 10. These costs are borne totally by the Town, the Village has no share in them. **MOTION** by Fonger/Williams to approve Amendment No. 1 to the October 4, 2019 Agreement for 2020 Services Natvig Road Landfill. **MOTION CARRIED 5-0.**
- F. Discuss/Consider whether the Clerk should apply for the Dane County Redistricting Commission: **MOTION** by Williams/DuPlayee to allow the Clerk to apply. **MOTION CARRIED 5-0.**

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Flynn Hall has been landscaped and reseeded after the new curb and blacktop were installed. Fahrner's will begin chip sealing tomorrow. Dresen has been reviewing applications for the public works employee vacancy. He will have a recommendation for the Board for the August 3rd or 17th meeting, depending on how long background checks take.

IV. CLERK'S OFFICE UPDATE: Fearings has installed most of the new AV system, the camera is backordered and they need an audio adapter between the display and overhead speakers. She has

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
JULY 20, 2020

just enough workers for the August 11th election, but would not turn down extra help. She thinks there will not be many in person voters on August 11th, but wonders how we will accommodate more voters in November if social distancing is still an issue. Dresen suggested the election be held in the garage instead.

V. BOARD REPORTS AND COMMUNICATIONS:

- A. Hampton asked if others had seen communication from the Village President indicating that the Village Board has decided to go with a Village only Emergency Government Committee, but desires to continue working with the Town and other key stakeholders on table top exercises; drills; etc. Fonger plans to hold a meeting of the Town's Emergency Government Committee and invite the Village Emergency Director to discuss how to divide the donated funds from Hydrite.
- B. Hampton reported that the State still plans to have Luds Lane done by the end of October, they are working on getting the right of way from the county. CoParts is waiting for the State to finalize what portion of the CoParts property the State is going to need to purchase.

VI. COMMITTEE REPORTS:

- A. Deer-Grove EMS Commission: The service has obtained some new tools and training devices including a Lucas device and a mannequin with an anatomically correct airway. Run fees are down compared to budgeted amounts. St. Mary's was the only response to a request for proposals for a new medical director, but they do seem to offer what is needed.

VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:16 P.M.

Kim Banigan, Clerk

Approved 08-03-2020

TOWN OF COTTAGE GROVE
PUBLIC HEARING AND TOWN BOARD MEETING
AUGUST 3, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

PUBLIC HEARINGS

Town Chair Kris Hampton, Supervisors Mike Fonger, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, and Highway Superintendent Dan Dresen. Hampton called the public hearings to order at 7:00 P.M.

1. Proposed amendments to the Town of Cottage Grove Comprehensive Plan: Notice was published in the legal section of the Wisconsin State Journal on July 2, 2020, and posted on the Town's web site and at the Town Hall. There were no questions or comments from the public.
2. Application by Door Creek Orchard, LLC for a Class A liquor license (cider sales only): Notice was published in the legal section of the WSJ on July 29, 30 and 31, and posted on the Town's web site and at the Town Hall. There were no questions or comments from the public.

MOTION DuPlayee/Williams to close the public hearing. **MOTION CARRIED 4-0.** The public hearing ended at 7:03 P.M.

TOWN BOARD MEETING

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Attendance was the same as for the public hearings above.
- B. Hampton called the meeting to order at 7:03 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/Fonger to approve the minutes from the July 20, 2020 Town Board meeting with one correction on page 2. **MOTION CARRIED 4-0.**
- D. Finance Report and Approval of Bills: The Treasurer pointed out a correction to check numbers from the July 6, 2020 meeting.
 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #34013-34032, and replacing checks #33949 -33958 approved on July 6, 2020 with #33975-33984. **MOTION CARRIED 4-0.**
 2. **MOTION** by Williams/DuPlayee to approve payment of July per diems as presented. **MOTION CARRIED 4-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: **MOTION** by Williams/DuPlayee to approve a permit for Alliant Energy/Intercon Construction to install new gas service at 2555 Bass Road. **MOTION CARRIED 4-0.**

II. BUSINESS:

- A. Discuss/Consider adoption of Ordinance 2020-08-03 Amending the Town of Cottage Grove Comprehensive Plan: In addition to the Plan Commission resolution recommending the amendment, Town Planner Mark Roffers had also provided his recommendation in memo form (Appendix A). In regards to the proposed neighborhood development area on Skarstinden Road, Williams asked if this was a back-door way to a subdivision. Hampton replied that the area has already become that with the existing homes there. Ellery Jensen spoke on behalf of landowner Neli Skaar to say that the goal is to infill an existing area that

TOWN OF COTTAGE GROVE
PUBLIC HEARING AND TOWN BOARD MEETING
AUGUST 3, 2020

already has an adequately sized retention basin and poor soil for agriculture. Williams asked Skaar what his 20-year plans are for the 700 acres he owns. Mr. Skaar said he intends to continue farming it. Williams said if additional homes are built there, she would like to see parkland required as it has been in other subdivisions. Mr. Skaar said he would go along with what the board wants. Fonger said while he previously opposed a similar proposal for this area, he is no longer opposed since this is one of the few areas in the Town where extraterritorial jurisdiction does not interfere with development. **MOTION** by DuPlayee/Fonger to adopt Ordinance 2020-08-03 Amending the Town of Cottage Grove Comprehensive Plan as presented. **MOTION CARRIED 4-0.**

- B. Discuss/Consider approval of a Class A (Cider sales only) license for Door Creek Orchard, LLC at 3252 Vilas Road from August 15, 2020 through June 30, 2021: **MOTION** by Fonger/Williams to approve the license. **MOTION CARRIED 4-0.**
- C. Plan Commission Recommendations: Discuss/Consider application by Viney Acres to rezone 5.28 acres from parcel 0711-274-8100-8 at 2171 Nora Road from RR-4 to RR-2 (2.93 acres) and FP-1 (2.35 acres) for lot line adjustment: Don and Marilyn Viney were present. Based on the recommendation of the Plan Commission, the Viney's provided a new proposed CSM showing the residential lot at 3.0 acres and the Farmland Preservation lot at 2.37 acres. **MOTION** by Williams/DuPlayee to accept the Plan Commission's recommendation to approve the rezone of up to 3 acres from RR-4 to RR-2, and up to 2.35 acres from RR-4 to FP-1, conditional on the County granting a variance for the FP-1 parcel not having 66' of frontage on a public road. **MOTION CARRIED 4-0.**
- D. Update on repairs to 2983 County Road BB: Mike and Kim Cutrano were present. Mr. Cutrano described the progress that has been made including yard cleanup and replacement of some windows. They are waiting on an inspection/estimate to fix the foundation and a slab that is draining toward the foundation. Depending on how that comes out, they will decide whether to continue with repairs, demolish the house, or sell as is. The neighbor with the adjoining driveway has expressed interest in the lot. Mr. Cutrano said their goal is to sell the property. Hampton reminded them to get any permits that might be required. There was no action taken by the Town Board.
- E. Discuss/Consider approval of corrected version of CSM for 3190 County Highway N (including farmland remaining under County ownership as Lot 1): The Clerk explained that the Board already approved a previous version of this survey, but it is back because the County wanted to see the land they still own shown as a second lot on the CSM. **MOTION** by DuPlayee/Williams to approve the CSM identified as FN: 119.1147.30 dated 07/20/20. **MOTION CARRIED 4-0.**
- F. Discuss Broadband Internet Grant Opportunities: Megan Simpson, 2035 Uphoff Road, had emailed a request on behalf of residents on Uphoff Road for the Board to discuss broadband internet grants. She had also provided some information about grant opportunities she had found. An email Williams provided from State Broadband Director Jaron McCallum indicated that typically internet service providers apply for the funds, often in partnership with a local unit of government. The Clerk said her contact with TDS told her they would only be interested if there was a cluster of at least 20 homes in a subdivision setting, not scattered over a long stretch of country roads. She thought a direct wireless provider might be more feasible. Consensus directed staff to contact the PSC to find out what direct wireless providers are in the area and invite them to a future meeting.

TOWN OF COTTAGE GROVE
PUBLIC HEARING AND TOWN BOARD MEETING
AUGUST 3, 2020

- G. Discuss/Consider Highway Superintendent recommendation for hiring of a Public Works Employee: Dresen reported that his first choice of candidates declined the job offer, and he had not heard back from the second in line. He will have a recommendation for the next meeting.
 - H. Discuss/Consider adoption of Resolution 2020-08-03 authorizing the borrowing of \$297,293.00; providing for the issuance and sale of a general obligation promissory note therefor; and levying a tax in connection therewith: The funds will be used to pay for 2020 road maintenance projects with a repayment date of March 15, 2021. **MOTION** by DuPlayee/Williams to adopt Resolution 2020-08-03 as presented. **MOTION CARRIED 4-0.**
 - I. Discuss/Consider waiver of conflict of interest for Stafford Rosenbaum Attorneys to represent the Village of Cottage Grove in development of a new agreement regarding the shared use of Flynn Hall: **MOTION** by Williams/Fonger to approve the waiver as presented. **MOTION CARRIED 3-1** (DuPlayee opposed).
 - J. Discuss/Consider approval of the Town's portion of expense to dispose of pfas foam: The Town's share of the \$7,700.00 in disposal costs would be \$2,815.12. DuPlayee noted that eventually there will also be costs to replace the foam. **MOTION** by Fonger/DuPlayee to approve the expense of \$2,815.12 to come from unassigned funds. **MOTION CARRIED 4-0.**
 - K. Discuss/Consider date for first Town Board meeting in September: **MOTION** by DuPlayee/Fonger to hold the first meeting in September on Tuesday, September 8th. **MOTION CARRIED 4-0.**
- III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported that a resident has stepped up to organize the installation of the playground equipment in Capitol View park, and has a group lined up to begin on August 14th. The new 1-ton truck has everything but the box mounted and he expects to hear it is done any day now.
- IV. CLERK'S OFFICE UPDATE: She is busy issuing absentee ballots for the election next week.
- V. BOARD REPORTS AND COMMUNICATIONS: Hampton reported a notice from the WDOT regarding repaving of I-94 from Hwy N to Airport Road in Jefferson County sometime between 2023 and 2027.
- VI. COMMITTEE REPORTS:
- A. Emergency Government Committee: Fonger reported that he is waiting for the Village Emergency Director to respond about a meeting date.
 - B. Joint Town/Village Fire Department Committee: The next meeting is scheduled for September 28th. The committee chair wants to look into combining the various joint agreements related to the fire department and emergency services building. There has been talk of replacing Engine 3 in 2021 or 2022.
- VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 4-0.** The meeting ended at 7:52 P.M.

Kim Banigan, Clerk
Approved 08/17/2020



To: Town of Cottage Grove Board
From: Mark Roffers, Town Planning Consultant
Date: July 27, 2020
Re: Proposed Comprehensive Plan Amendments

Recommendation

At its June meeting, the Plan Commission recommended that the Town Board approve a motion adopting Ordinance 2020-08-03, which would adopt amendments to the Town Comprehensive Plan. The ordinance includes the potential map and text amendments that are described below.

North Star Road Future Land Use Amendment Request

This is similar to another request from 2019, except that it excludes 38.2 acres in two parcels that are further east from North Star Road (see map on page3). That 2019 request was rejected by the Plan Commission and Town Board.

The revised North Star Road Future Land Use map amendment request would redesignate 92.19 acres spanning four parcels east of North Star Road, north of Highway 12, from “Agricultural Preservation Area” to “Commercial Development Area.” The subject parcels are shown on maps on the following pages. (There are some recent land sales not yet reflected on the maps.) The parcels are east of 22 acres rezoned in 2018 for commercial development on the west side of North Star Road. These 2018 rezoning approvals, at least in part, prompted the Town to improve this stretch of North Star Road in 2019.

The following are arguments in support of this proposed Future Land Use map amendment:

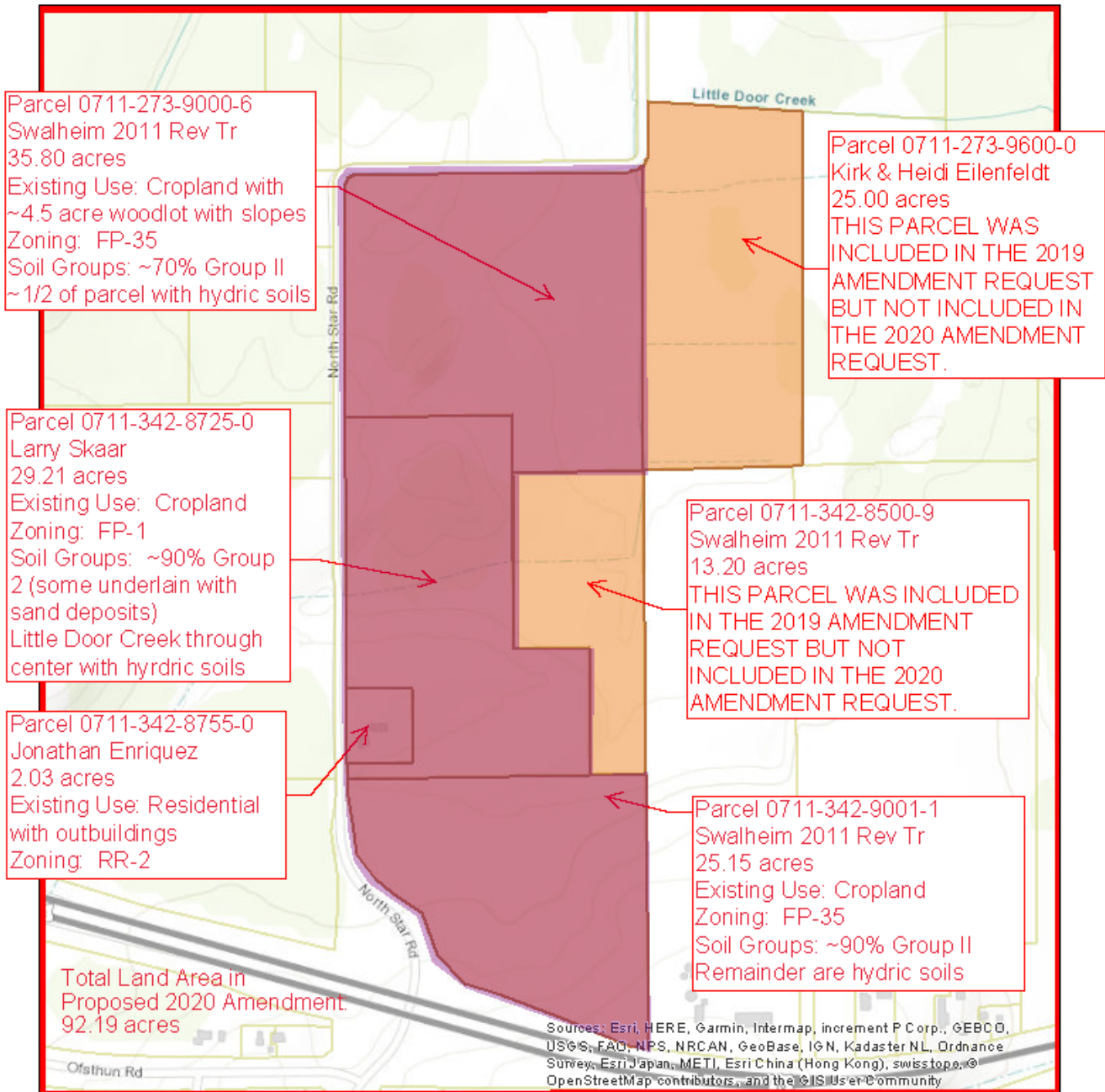
- The Town Plan has as a top implementation priority to “focus commercial development near the Highway 12/18/N interchange.” The interchange area has features to be a successful commercial development area for the Town.
- The subject parcels are contiguous to the currently-planned Commercial Development Area on the west side of North Star Road.
- Town is losing planned “Commercial Development Area” near the southwest corner of the Town—the North Star Road area may help compensate for that loss.

- There has been development activity and interest along North Star Road.
- Land is outside of any city or village extraterritorial land division review jurisdiction.
- It is a reasonable planning principle to plan for similar land uses across the road.
- The subject parcels are generally free from improvements and flat to gently rolling—features amenable to commercial or light industrial use.
- Makes fuller use of an upgraded North Star Road.
- More tax base in the Town—whether along North Star Road or otherwise—should help the Town fund infrastructure improvements and other services.
- WisDOT’s long-range plans for Highway 12 suggest the maintenance of the North Star Road intersection, and even consolidation of other existing access points further east to the North Star intersection if land uses change.
- Eliminates potential for more housing, minimizing land use conflicts given extraction site to east, emerging commercial to west, and Highway 12/18 to south.
- Includes 38.2 fewer acres than 2019 Plan amendment request for same general area, and now only parcels with direct frontage on North Star Road.

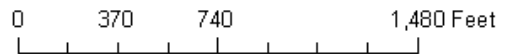
There are also arguments against this proposed Future Land Use map amendment. These focus on the extent of vacant lands already designated as “Commercial Development Area” in the Highway 12/18/N Interchange Area, the farming and environmental characteristics of the land, a concern over lower-value commercial uses including with large outdoor storage areas, and the “creep” of planned development areas further east in the Town.

The Plan Commission and I believe that the arguments in favor of the proposed North Star Road area amendment outweigh the arguments against. Exhibit C of the ordinance includes suggested amendments to the text in the Comprehensive Plan to mitigate the concerns. These would change Figure 8 and to the Plan’s economic development program titled “Focus Commercial Development at the Highway 12/18/N Interchange Area”. In addition, the Plan Commission has begun to review a neighborhood development plan that, if implemented, would lead to a logical and high-value land use, road, and natural area preservation pattern.

Parcel Data for Proposed North Star Road Plan Amendment Request



March 17, 2020

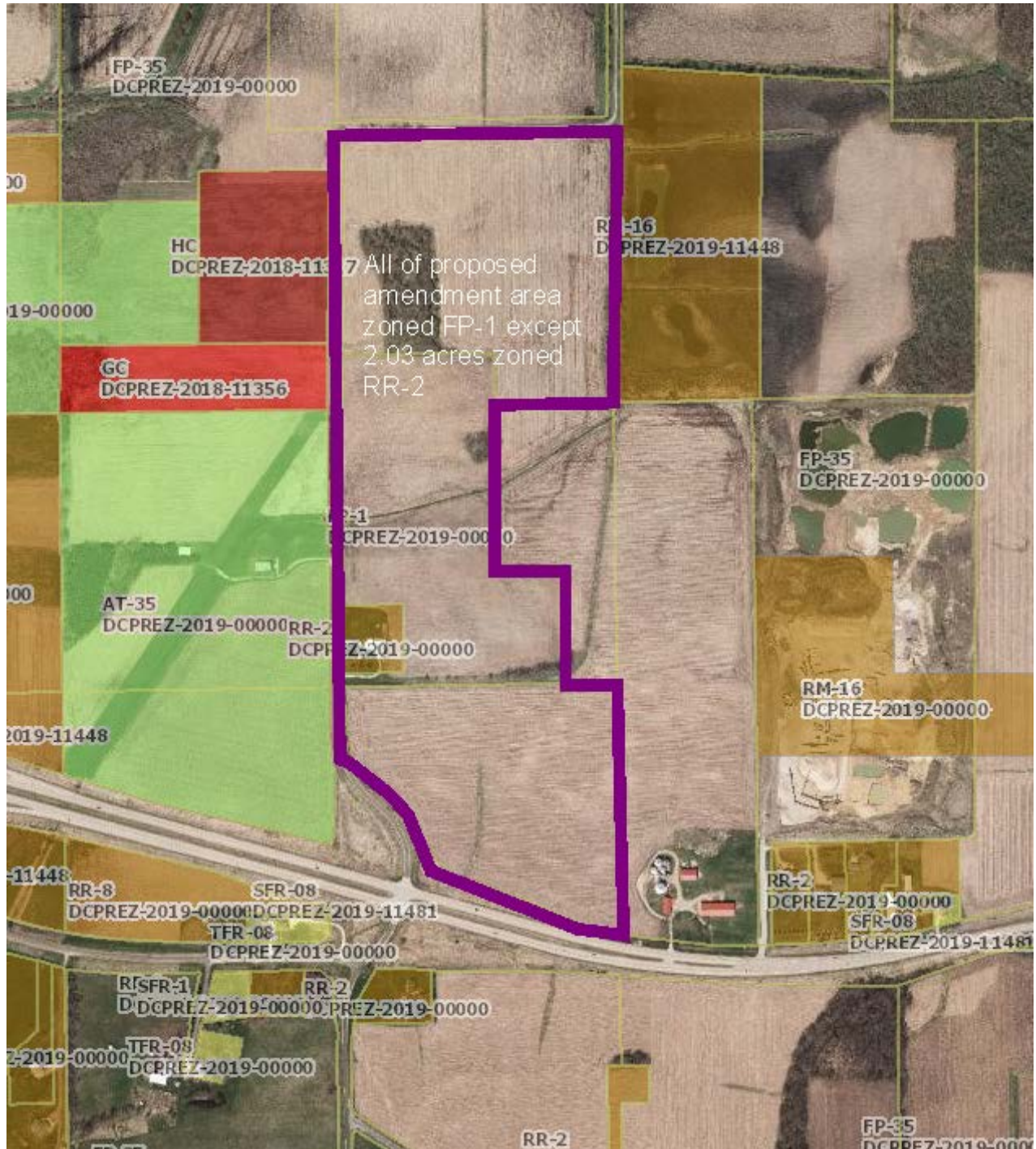


□ Tax Parcels

- Parcels in 2020 Amendment Request
- Additional Parcels in 2019 Request, but not in 2020 Request



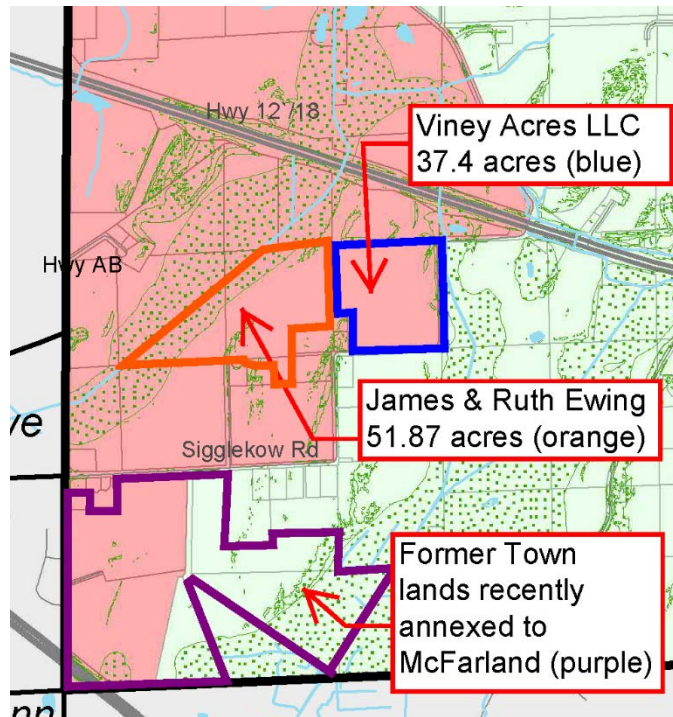
Current ZONING in Proposed North Star Road Plan Amendment Area



Future Land Use Map Amendment Requests Northwest of Sigglekow & South of Hwy 12/18

The Plan Commission has advanced two requests to redesignate lands on the Future Land Use map from “Commercial Development Area” to “Agricultural Preservation Area” near the southwestern corner of the Town: from Donald Viney to redesignate his 37.4 acre Viney Acres LLC parcel (#071131180001) and from James Ewing to redesignate his 51.87 acres directly west of Don Viney’s property.

The map to the right is a crop of the current version of the Future Land Use map from the Comprehensive Plan. Lands currently planned as “Commercial Development Area” are in pink, and lands currently planned as “Agricultural Preservation Area” are in light green. The Viney and Ewing properties are outlined.



County staff and I asked the Town to not narrowly focus on these individual proposals, but rather broader neighborhood or community planning objectives. As such, County staff suggested the Town consider an expanded plan amendment to remove the “Commercial” designation from *all* of the properties along Sigglekow Road—between the orange and purple areas on the map to the right. The Plan Commission elected not to pursue this approach, for the following primary reasons:

- One of those large property owners expressed interest in remaining in Commercial Development Area, and the desire of the other owners was unknown.
- Lands closer to the Highway AB/Sigglekow Road intersection may have continued potential for commercial development, particularly given the planned construction of a Highway 12/18/AB interchange and the eastward expansion of McFarland.

These reasons have merit. The Town will be updating its Comprehensive Plan in the next few years. As part of that process, I advise that future plans and possibilities for the southwest corner of the Town and Commercial Development Areas in general be carefully revisited.

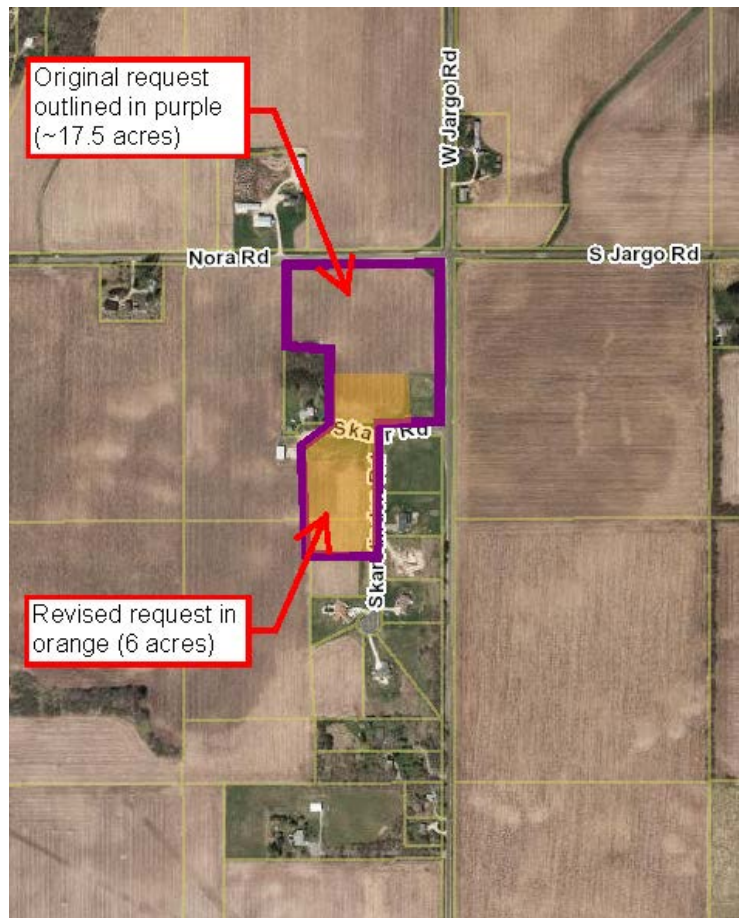
Screamin' Norwegian Farms LLC Future Land Use Map Amendment Request (Southwest of Nora & Jargo Roads)

At its May meeting, the Commission voted not to pursue a request from Screamin' Norwegian Farms LLC (Neli Skaar) that around 17.5 acres of land southwest of Nora and Jargo Roads, be redesignated from "Agricultural Preservation Area" to "Neighborhood Development Area" on the Future Land Use map to enable residential development. That 17.5 acres was represented by the purple outlined area on the map to the right.

The Commission's decision was based on the opinion that the requested Comprehensive Plan amendment may facilitate considerably more development that conflicts with the vision of the Comprehensive Plan and conflicts with agricultural preservation policies. This being said,

Commissioners understood the logic of potentially infilling the remainder of the Skarstinden and Skaar Road frontages with a few additional homesites. One or two members wondered whether that could be accomplished via 1-to-1 RDU transfers from other lands owned by Screamin' Norwegian Farms LLC, rather than via a Future Land Use map amendment.

Screamin' Norwegian Farms LLC then modified its request to include 6 acres right along Skarstinden and Skaar Roads, as shown as the orange area on above map. It appears that this would allow 4 or 5 additional single family residential lots, to add to the 10 existing residential lots have been created by CSM over time. This assumes that the existing stormwater basin is sufficient to handle these new lots.



The following are arguments in support of this proposed Future Land Use map amendment:

- The adjacent Skarstinden and Skaar Roads are already improved.
- There are already 10 residential lots along these roads.
- The land is gently sloped and there are no floodplain, wetland, or other apparent environmental limitations.
- Unlike the rest of the Town's Neighborhood Development Areas, the land is not within any city or village extraterritorial jurisdiction.

The following are arguments against this proposed Future Land Use map amendment:

- The surrounding land for miles is mainly large farmed and open tracts and identified in Town and County plans as an "Agricultural Preservation Area". The Agricultural Preservation Area designation for this area is consistent with the Town's vision, particularly for the eastern part of the Town.
- The 6 acres are farmed, have Group II soils, and are part of the larger contiguous Screamin' Norwegian Farms lands currently deed restricted from further development.
- Designating a Neighborhood Development Area on the east side of the Town will likely lead to more requests for Neighborhood Development Area on the east side of the Town. These could be from this same property as suggested above, other properties in the area, or some combination. This would further erode the Town's vision.
- The math behind transferring one RDU to construct 4 or 5 homes in a Neighborhood Development Area would leave 3 or 4 unused homesites, suggesting that the Town might expect a future request to be able to use these "leftovers" for more homes.
- New lots may be considerably smaller than existing lots. The Neighborhood Development Area designation carries with it a maximum lot size of one acre. The average lot size of the existing 10 lots is 1.8 acres, and no lot is less than 1.5 acres.
- The Town could still allow 4 or 5 more residential lots along Skarstinden and Skaar Roads, with each lot sized similarly to the existing 10 lots, without having to amend the Plan. The Town Plan already allows RDU transfers between lands in the same ownership in different parts of the Town. In such cases, each RDU transfer enables construction of one new home. The owner appears to own about 700 acres in the Town. Also, the proposed changes to the "1-for-1" RDU transfer opportunity within Exhibit C of the attached ordinance (Figure 3/Page 18) would no longer even require both the sending and receiving parcels to be in the same ownership, thereby creating more opportunities.

The Plan Commission felt that the arguments in support of this amendment request outweighed the arguments against.

Potential Amendments Related to Town’s Transfer of Development Rights (TDR) Program

Please see the proposed amendments to several figures in Exhibit C to the ordinance, particularly Figure 3, for adjustments to the TDR program. These adjustments do not include any major changes to the TDR program, such as to the 8-to-1 transfer ratio incentive to Neighborhood Development Areas.

The proposed adjustments do include the potential expansion of the “1-for-1” RDU transfer opportunity by no longer requiring the same land owner on both ends of the transfer. The criteria for such transfers are intended to ensure that farming activities around the RDU receiving areas are not compromised. I looked to Cottage Grove’s existing criteria plus those from other Town plans when making the proposal in Exhibit C.

Exhibit C includes another tweak to the TDR program. This would eliminate the current ability to subsequently transfer rights to build unused housing units, if some rights are left over once the 8-to-1 transfer incentive is applied to a particular Neighborhood Development Area/subdivision plat. What would remain in the Plan is the ability to utilize these “leftover” rights on a future phase of the same development. The Town first introduced the ability to transfer leftover rights to an unrelated parcel through an August 2016 Plan amendment. The language in Exhibit C suggests the grandfathering of any Town allowance to transfer such leftover rights with a plat approval between August 2016 and whenever the Town Board adopts this Plan amendment.

Potential Other Plan Amendments

The proposed amendments to Maps 1 and 10 in Exhibits A and B of the ordinance reflect updated municipal, urban service area, and extraterritorial jurisdiction boundaries. Since preparation of the latest versions of Map 1: Jurisdictional Boundaries and Map 10: Future Land Use in 2018, there have been annexations from the Town. These have included approximately 228 acres into the Village of Cottage Grove (Homburg-Jensen) and approximately 153 acres into the Village of McFarland.

In response to a State law change a couple of years ago, I am helping the Town revisit its park fees on new residential development. Adding a few park-related policies to the Comprehensive Plan would support that effort. These are suggested on pages 44 and 45 of Exhibit C.

The final two pages to Exhibit C also suggest some changes to how the Town may amend the plan, and indicate that the Town could undertake an update of the entire Plan as soon as next year or the following year. The next Plan amendment opportunity could be folded into such an update, if undertaken.

RESOLUTION

RESOLUTION NO. 2020-08-03

RESOLUTION AUTHORIZING THE BORROWING OF \$297,293.00; PROVIDING FOR THE ISSUANCE AND SALE OF A GENERAL OBLIGATION PROMISSORY NOTE THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, the Town Board (the "Governing Body") hereby finds and determines that it is necessary, desirable and in the best interest of the Town of Cottage Grove, Dane County(ies), Wisconsin (the "Issuer") to raise funds for the purpose of:

Financing Public Works Projects

(the "Borrowing Purpose"); and

WHEREAS, the Governing Body hereby finds and determines that the Borrowing Purpose is within the Issuer's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, the Issuer is authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and issue general obligation promissory notes for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Authorization of the Note. For the purpose of paying the cost of the Borrowing Purpose, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of \$297,293.00 from Monona Bank (the "Lender") in accordance with the terms set forth herein.

Section 2. Issuance of the Note. To evidence such indebtedness, the Chairperson and the Clerk are hereby authorized, empowered and directed to make, execute, issue and deliver to the Lender for, on behalf of and in the name of the Issuer, a general obligation promissory note aggregating the principal amount of \$297,293.00 (the "Note").

Section 3. Terms of the Note. The Note shall be designated "General Obligation Promissory Note"; shall be dated the date of its issuance; shall bear interest at the rate of 1.490% per annum; and shall be payable as follows:

Borrower will pay this loan in one principal payment of \$297,293.00 plus interest on March 15, 2021. This payment due on March 15, 2021, will be for all principal and all accrued interest not yet paid.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 4. Prepayment Provisions. The Note shall have prepayment privileges on any principal or interest payment date on or after 08-04-2020.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be attached hereto and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the Issuer are hereby irrevocably pledged, and a direct annual irrepealable tax is hereby levied upon all taxable property of the Issuer. Said direct annual irrepealable tax shall be levied in the years and amounts as follows:

| <u>Levy Year</u> | <u>Amount</u> |
|------------------|---------------|
| 2020 | \$297,293.00 |

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Issuer levied in said years are collected. So long as any part of the principal of or interest on the Note remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on the Note when due, the requisite amount shall be paid from other funds of the Issuer then available, which sums shall be replaced upon the collection of the taxes herein levied. In the event the Issuer exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

Section 7. Debt Service Fund Account. There is hereby established in the Issuer's treasury a fund account separate and distinct from every other Issuer fund or account designated "Debt Service Fund Account for \$297,293.00 General Obligation Promissory Note." Such fund shall be maintained in accordance with generally accepted accounting practices. There shall be deposited in said fund account any premium plus accrued interest paid on the Note at the time of delivery to the Lender, all money or funds raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Note when the same shall become due and to retire the principal installments on the Note. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished. Sinking funds established for obligations previously issued by the Issuer may be considered as separate and distinct accounts within the Debt Service Fund Account.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Note.

Section 9. Arbitrage Covenant. The Issuer shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Note (the "Closing"), would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Issuer hereby covenants and agrees that so long as the Note remains outstanding, moneys on deposit in any fund or account created or maintained in connection with the Note, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Note to be an "arbitrage bond" within the meaning of the Code or Regulations.

The Clerk, or other officer of the Issuer charged with responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Issuer regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The Issuer hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Note) to assure that the Note is an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout its term. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Note, shall provide appropriate certifications of the Issuer as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Issuer to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Note will continue to be an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

For Note Proceeds allocable to a Borrowing Purpose for new projects or acquisitions, the Issuer reasonably expects to:

- qualify for the small issuer rebate exception because it (including any entities subordinate to the Issuer) will issue no more than \$5,000,000 of tax-exempt obligations (including the Note(s)) during the current calendar year.
- qualify for the eighteen month rebate exception under Section 1.148-7(d) of the Regulations.
- qualify for the two-year rebate exception under Section 148(f)(4) of the Code.
- not qualify for an exception to rebate.

The Issuer hereby designates the Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Clerk or other officer of the Issuer charged with the responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, all as of the Closing.

Section 11. Execution of the Note. The Note shall be prepared in typewritten form, executed on behalf of the Issuer by the manual or facsimile signatures of the Chairperson and Clerk, sealed with its official or corporate seal thereof, if any, and delivered to the Lender upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery; provided that, if this is a refinancing, the refunding Note shall be immediately exchanged for the note being refinanced. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the delivery of the Note, such signatures shall nevertheless be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute all documents as may be necessary and convenient for effectuating the Closing.

Section 12. Payment of the Note. The principal of and interest on the Note shall be paid by the Clerk or Treasurer in lawful money of the United States.

Section 13. Registration and Transfer of Note. The Clerk shall keep records for the registration and for the transfer of the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. The Note may be transferred by the registered owner thereof by presentation of the Note at the office of the Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the Note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the Clerk, shall be made on such Note.

Section 14. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 15. Financial Reports. Officials of the Issuer are hereby authorized and directed, so long as the Note is outstanding, to deliver to Lender any audit statement or other financial information Lender may reasonably request and to discuss its affairs and finances with Lender.

Adopted and recorded this 3rd day of August, 2020.

(Seal)

By: 
Kris Hampton, Chairperson

ATTEST:

By: 
Kim M. Banigan, Clerk


AFFIDAVIT OF POSTING OF
TOWN OF COTTAGE GROVE RESOLUTION

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, Kim Banigan, Cottage Grove Town Clerk, being first duly sworn, on oath, state as follows:

On August 4, 2020 the following was duly posted on the Town of Cottage Grove's internet site and on the Cottage Grove Town Hall Bulletin board, all in accordance with TCG 25.01(4) and Wis. Stats., §60.80.

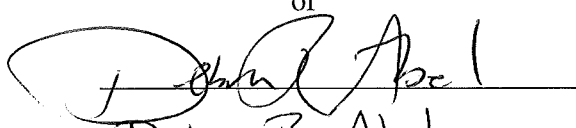
**TOWN BOARD RESOLUTION 2020-08-03
AUTHORIZING THE BORROWING OF \$297,293.00; PROVIDING
FOR THE ISSUANCE AND SALE OF A GENERAL
OBLIGATION PROMISSORY NOTE THEREFOR; AND
LEVYING A TAX IN CONNECTION THEREWITH.**



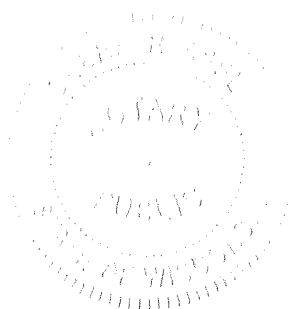
Kim Banigan, Town Clerk

Subscribed to and sworn before me
this 4th day of August, 2020.

Signature of Town Chair person

or


Debra R. Abel (print name)
Notary Public, State of Wisconsin
My Commission expires: 3/7/2023



TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
AUGUST 17, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen and Deputy Jennifer Grafton. Town Engineer Thomas TeBeest joined the meeting in progress virtually.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the public hearings and Town Board meeting held on August 03, 2020 as printed. **MOTION CARRIED 4-0-1** (Anders abstained).
- D. Finance Report and Approval of Bills:
 1. **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #34033-34064 from Monona Bank. **MOTION CARRIED 5-0.**
 2. **MOTION** by Anders/DuPlayee to approve payment of \$4,152.84 to General Engineering for July building permits. **MOTION CARRIED 5-0.**
- E. Public Concerns: Ron Christianson, 2739 Mourning Dove Drive, inquired about 1) whether the Town has found a place for residents to take yard waste. Hampton said the topic is still planned for the Annual Meeting agenda, but the date of the meeting is still unknown due to the COVID-19 pandemic. Hampton said if the Town were to go ahead with a compost site, it will not be a quick solution due to needing to meet the requirements of the WDNR, and advised Mr. Christianson to burn or compost his yard waste at home for now. 2) When will the annual electronic pickup be held. The Clerk said that it was already held in July, and recommended signing up for news and notices on the Town's web site, and/or following the Town's Facebook page to receive notice of such events in the future.
- F. Road Right of Way Permits: **MOTION** by Anders/Williams to approve a permit for Wisconsin Power & Light/Intercon Construction to install new gas service at 2622 Simpson Drive. **MOTION CARRIED 5-0.**

II. BUSINESS:

- A. Review July police activities: The monthly report showed 189 calls for service and 42 citations issued in July. Deputy Grafton said calls are getting more frequent, but some enforcement is still reduced due to the risk of exposure to COVID-19. There were some incidents between motorists and construction workers on County AB last week, including one worker being struck by a vehicle and an arrest.
- B. Discuss/Consider speed bumps vs. 4-way stops on Sandpiper Trail: Several residents had provided written responses to a mailing sent to Ravenwood residents to let them know about this topic on tonight's agenda (Appendix A). All but one supported stop signs vs. speed bumps. DuPlayee expressed his opposition to stop signs, he thinks drivers will not stop and it is better to force them to negotiate the speed bumps. Jerry Meylor, 4572 Sandpiper Trail, said he spoke with 14 neighbors who were all in favor of 4-way stops. Debbie Feiner, 2760 Mourning Dove Drive and Norman Schmelzer, 2730 Nightingale Lane also supported stop signs, as did Ben Nelson, 4594 Sandpiper Trail, Jason Bree, 2764 Pheasant Run, Paula

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
AUGUST 17, 2020

Amble, 4555 Sandpiper, and Denise on Sandpiper, who attended virtually. Ms. Amble also expressed opposition to any narrowing of the road for safety reasons, and Denise said the speed bumps are a pain for school busses. TeBeest said that he would not typically recommend stop signs for speed control, and that the type of speed bump currently in use on Sandpiper trail is more suited to parking lots. Instead he recommended table-top speed bumps such are used in Madison and Monona. He also mentioned other possible traffic calming measures including narrowing the road in key locations with painted lines or by cutting out pavement or installing islands, or the use of flashing speed limit signs. He said a 4-way stop would be his last resort. He recommended that the City of Madison would be the best resource for traffic calming ideas, and noted that if a group of residents files a complaint, they must meet warrants, often including a traffic study, before the City Counsel will take up the issue. He offered that Town and Country Engineering could assist an studies needed. Fonger said that the speed humps near his church in Madison do not slow anybody at all, and that stop signs would be the simplest thing to do. Deputy Grafton said they will enforce whatever the Town decides, but she thought people feel more threatened by stop signs than by a speed bump/hump. She disagreed with narrowing the road, saying it would be too tight and might lead to head on crashes. **MOTION** by Williams/Fonger to install two sets of 4-way stop signs, one at Sandpiper and Mourning Dove and one at Sandpiper and Nightingale. Hampton suggested that stop signs should be put on all of the intersections with Sandpiper then, so there would be no confusion over who has the right-of-way at uncontrolled intersections. After reviewing the other intersections, Williams amended her motion to include an additional 3-way stop at Bluebird and Sandpiper. Further discussion led to a further amendment for just a stop sign at Sandpiper and Bluebird when you are going north on Sandpiper rather than a 3-way stop there. A vote was called on the amendment to just one stop sign on Sandpiper at Bluebird. **AMENDMENT CARRIED 4-1** (DuPlayee opposed). Then a vote as called to approve 4-way stops at Sandpiper and Mourning Dove and at Sandpiper and Nightingale, and one stop sign on Sandpiper at Bluebird. **MOTION CARRIED 4-1** (DuPlayee opposed).

- C. Discuss/Consider quote to build cabinet around meeting room display screen: Kudrna Construction, Inc. had provided a proposal to construct a custom cabinet/shelf unit around the large display in the meeting room using boards donated by Don and Marilyn Viney from a tobacco shed on the Otteson farm that they recently purchased. They only asked for a plaque on the unit recognizing the donation in return. The proposal was for \$3,000; however, Hampton suggested a motion not to exceed \$4,000 due to potential other related expenses. **MOTION** by Williams/Fonger to approve expenditure of no more than \$4,000 from unassigned funds to construct a custom cabinet/shelf unit around the meeting room display. **MOTION CARRIED 5-0.**
- D. Discuss/Consider Highway Superintendent's recommendation for hiring to fill Public Works Employee vacancy: Dresen said after his initial choices declined the position, he had to conduct more interviews, and has selected Michael Winters for the position. Mr. Winters has indicated he will accept. **MOTION** Hampton/Williams to offer the position to Michael Winters. **MOTION CARRIED 5-0.**

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported the Capitol View residents have started installing the playground equipment. A group of high school boys called about playing informal football at Bass Park and he told them to go ahead. The new patrol truck is in Burke's shop and the new one-ton should be ready any day.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
AUGUST 17, 2020

IV. CLERK'S OFFICE UPDATE: There were 929 voters at the August 11th primary. She did not have the exact numbers with her, but estimated that only 200-300 were in person voters, the rest voted by absentee ballot. She is looking into requirements to hold the November 3rd General Election in the Town Garage, and will be bringing cost estimates to purchase a second tabulator for absentee ballot processing and a drop box for absentee ballots, both of which she thought would be eligible for reimbursement under the Routes to Recovery grant.

V. BOARD REPORTS AND COMMUNICATIONS:

A. Hampton:

1. He has plans to meet with representatives from the City of Madison and Village of Cottage Grove on August 27th to discuss future boundaries.
2. He recently learned that Drainage Districts 8 and 9 are being activated under an agreement with the City of Sun Prairie that includes a three-year contract to clean out the Koshkonong Creek going north from the Cottage Grove Town Line. The City of Sun Prairie will pay 55% of the cost. Concerns were that this will cause water to get to the Town a lot faster, potentially leading to flooding. Consensus was to find someone from the Drainage Board to come to a Town Board meeting.
3. He received notice from the local postmaster that the Town should be requiring developers to enter into an agreement with the post office about where mailboxes will be placed in new plats. He filed the necessary paperwork for Viney's addition to Sky High, but the developer of Kennedy Hills will need to be informed, and the requirement should be included in the process for future plat approvals.
4. Engine 3 failed a pump test, and still did not pass after some parts were replaced so there may be a lot more expense to repair it.

B. Williams thanked Dresen and his crew for the work they did to prepare the Capitol View park site for the new playground equipment.

VI. COMMITTEE REPORTS: None.

VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:10 P.M.

Kim Banigan, Clerk
Approved 09-08-2020

TOWN OF COTTAGE GROVE
JOINT PUBLIC HEARING AND MEETING OF TOWN BOARD AND PLAN COMMISSION
AUGUST 26, 2020

Due to the COVID-19 pandemic, the meeting was broadcasted virtually using gotomeeting.com.

(Note that agenda items were taken out of order – Public hearing was actually held later in the meeting)

PUBLIC HEARING

- 1) Notice of the public hearing meeting was published in the legal section of the Wisconsin State Journal on August 12 and 19, 2020, and posted at the Town Hall and on the Town's internet site. Town Board members Kris Hampton, Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, (Hampton and Anders also serve on the Plan Commission), along with Plan Commission members Phillip Bultman, Mark Kudrna, Jerry Meylor, Troy Eickhoff and Dave Muehl. Town Planning Consultant Mark Roffers attended virtually.
- 2) Hampton called the public hearing to order and asked for questions or comments regarding the public facilities needs assessment and the proposed ordinance to amend Chapter 15 to revise park fees to meet state impact fee law. There was no public in attendance, either in person or virtually.
- 3) **MOTION** by DuPlayee/Williams to close the public hearing. **MOTION CARRIED 10-0.**

TOWN BOARD AND PLAN COMMISSION MEETING

- 1) Attendance was as indicated for the public hearing above.
- 2) Chair Kris Hampton called the meeting to order at 7:00 P.M., and asked to skip to agenda item 7 below. Following that item 3c)/4a) was addressed. Then the public hearing was held as described above.
- 3) Plan Commission
 - a) Discuss/Consider recommendation regarding a public needs assessment that supports Town park land and recreational improvement impact fees on new residential development, replacing the Town's current park land and equipment fees, to correspond with requirements of Sections 66.0617 and 236.45(6)(am) of Wisconsin Statutes: Roffers explained that a 2018 bill invalidated the way the Town has been charging fees for parks in lieu of parkland dedication by the developer. The new law states that a needs assessment must be conducted to identify the maximum fees that can be charged based on park needs. He had prepared a public facilities needs assessment that includes an inventory of existing parks and recreational facilities, along with projections of growth and park and recreational improvements, cost allocation and fee calculation, and effect of impact fees on availability of affordable housing. Based on the assessment, the maximum park land impact fee is \$375 per new housing unit and the maximum recreation improvement impact fee is \$1,160 per new housing unit. These fees would be charged along with building permits. The park land impact fee would not be charged if the new housing unit was to be built in a development where the developer had already dedicated adequate park land. The recreational impact fee would apply to all new housing units. Roffers had researched fees of neighboring municipalities in response to an earlier request from a board member, and said that the proposed fees for the Town are lower than most of the cities and villages and about at the mid-point of Towns he would consider to be peers as far as ratio of farmland to residential development. The impact fees must be used within 8 years of collection, on a first-in first-out basis, or else refunded. Fees can be used to acquire land or easements for new parks or trails or expand and improve existing parks, all in a manner that benefits residents throughout the Town. They cannot be used for maintenance of existing parks and equipment. Roffers mentioned that

TOWN OF COTTAGE GROVE
JOINT PUBLIC HEARING AND MEETING OF TOWN BOARD AND PLAN COMMISSION
AUGUST 26, 2020

the August 24th draft #4 version of the assessment includes slight revisions in response to comments by Town Attorney William Cole following his review of the document. **MOTION** by Eickhoff/Anders to recommend approval of the Public Facilities Needs Assessment dated August 24, 2020 and identified as draft #4. **MOTION CARRIED 7-0.**

- b) Discuss/Consider recommendation regarding amending Chapter 15 (Land Division and Planning Code) of the Town Code of Ordinances, to revise park fees to meet state impact fee law: Roffers explained that the proposed ordinance puts the park land and recreational improvement impact fees into effect, and noted that the version identified as Draft #4 dated August 24, 2020 incorporates comments from Town Attorney William Cole. **MOTION** by Anders/Kudrna to recommend adoption of Ordinance 2020-08-26 Draft #4 dated August 24, 2020. **MOTION CARRIED 7-0.**
- c) Discuss/Consider recommendation regarding modifications to masonry on the building planned for the Copart facility on parcel 0711-304-8640-0 on US Hwy 12 & 18: see discussion under item 4a) below. No vote was taken on this item by the Plan Commission.

4) Town Board

- a) Discuss/Consider approval of modifications to masonry on the building planned for the Copart facility on parcel 0711-304-8640-0 on US Hwy 12 & 18: Brian Deckow of Perspective Design, Inc. attended virtually and represented CoPart. He explained that the originally proposed masonry for the face of the building was not sufficient to meet energy efficiency codes. He had sent samples of the original masonry blocks, and the newly proposed composite blocks, which with a r value of 16, provide 4 times the insulating capacity. **MOTION** by DuPlayee/Fonger to approve the proposed composite blocks. **MOTION CARRIED 5-0.**
- b) Discuss/Consider adoption of Town Board Resolution 2020-08-26 adopting a public facilities needs assessment supporting revision to park fees on new residential development: **MOTION** by DuPlayee/Fonger to Resolution 2020-08-26 to adopt draft #4 dated August 24, 2020 of the public facilities needs assessment supporting revision to park fees on new residential development. **MOTION CARRIED 5-0.**
- c) Discuss/Consider adoption of Town Board Ordinance 2020-08-26 Amending Chapter 15 of the Code of Ordinances to revise park fees to meet the state impact fee law: **MOTION** by DuPlayee/Williams to adopt draft #4 dated August 24, 2020 of Town Board Ordinance 2020-08-26 Amending Chapter 15 of the Code of Ordinances to revise park fees to meet the state impact fee law. **MOTION CARRIED 5-0.**
- d) ADJOURNMENT of Town Board: **MOTION** by DuPlayee/Williams to adjourn the Town Board. **MOTION CARRIED 5-0.** The Town Board was adjourned at 7:34 P.M.

- 5) APPROVE MINUTES OF PREVIOUS MEETINGS: **MOTION** by Muehl/Meylor to approve the minutes of the July 22, 2020 Plan Commission meeting as printed. **MOTION CARRIED 5-0-2** (Anders and Eickhoff abstained).
- 6) Public Concerns: Public's opportunity to speak to the Plan Commission about any subject that is not a specific agenda item: None.
- 7) Discuss/Consider application by Kyle J Mathews to rezone 2.86 acres east of 3934 Vilas Hope road

TOWN OF COTTAGE GROVE
JOINT PUBLIC HEARING AND MEETING OF TOWN BOARD AND PLAN COMMISSION
AUGUST 26, 2020

from FP-25 to RR-2 to create a residential lot: Kyle Mathews requested a postponement due to conversations with the City of Madison. **MOTION** by Anders/Meylor to postpone for 60 days. **MOTION CARRIED 7-0.**

- 8) ADJOURNMENT of Plan Commission: Prior to adjournment, Hampton reported that all approvals had come through for phase I of the Kennedy Hills development, a pre-construction meeting was held on Monday, and he had given the go-ahead to start construction. **MOTION** by Meylor/Bultman to adjourn. **MOTION CARRIED 7-0.** The meeting ended at 7:37 PM

Submitted by: Kim Banigan, Clerk, minutes taken from gotomeeting.com recording with assistance from notes taken by Troy Eickhoff.

Approved by the Town Board on 09-08-2020
Approved by the Plan Commission on 09-23-2020

**TOWN OF COTTAGE GROVE
TOWN BOARD RESOLUTION 2020-08-26**

**ADOPTING A PUBLIC FACILITIES NEEDS ASSESSMENT SUPPORTING
REVISION TO PARK FEES ON NEW RESIDENTIAL DEVELOPMENT**

WHEREAS, 2017 Wisconsin Act 243 requires that any park fee on new residential development may be imposed only under the requirements and procedures of Wisconsin's impact fee law (Section 66.0617, Wis. Stats.), including the preparation and adoption of a public facilities needs assessment; and

WHEREAS, the Town's "fee in lieu of making the required (park) land dedication" and "parkland equipment fee" in Chapter 15 of the Town Code of Ordinances (hereinafter "the current fees") do not comply with such new State requirements; and

WHEREAS, the Town Board has determined to impose a "park land impact fee" and a "recreation improvement impact fee" under Section 66.0617, together replacing the current fees, with such impact fees to be applied to owners of new dwelling units for the added cost of providing park and recreational facilities; and

WHEREAS, the Town has requested the assistance of MDRoffers Consulting LLC, the Town's consulting planner, to assist in the writing of a Public Facilities Needs Assessment (hereinafter "the Assessment"), which addresses and complies with Section 66.0617 and is attached hereto as Exhibit A; and

WHEREAS, consistent with Section 66.0617(3), a Class 2 notice was published prior to public hearing held on August 26, 2020, and per Section 66.0617(4)(b) the Assessment was made available for public review at the Town Hall at least 20 days prior to the public hearing; and

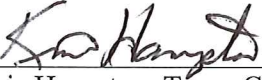
WHEREAS, the Town Plan Commission has recommended that the Town Board adopt the Assessment attached hereto as Exhibit A, along with an associated amendment to the Town Code of Ordinances to enact/revise a park land impact fee and a recreation improvement impact fee; and

WHEREAS, the Town Board intends by amendatory ordinance to so amend its Code of Ordinances to enact such fees in a manner that is consistent with the Assessment.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Cottage Grove, Dane County, Wisconsin, does ordain that the Public Facilities Needs Assessment attached hereto as Exhibit A is hereby accepted and adopted.

This above and foregoing Resolution was duly adopted at a meeting of the Town Board of the Town of Cottage Grove on the 26th day of Aug., 2020, by a vote of 5 in favor and 0 opposed.

TOWN OF COTTAGE GROVE



Kris Hampton, Town Chair

Attested by:



Kim Banigan, Town Clerk

AFFIDAVIT OF POSTING OF
TOWN OF COTTAGE GROVE RESOLUTION

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, Kim Banigan, Cottage Grove Town Clerk, being first duly sworn, on oath, state as follows:

On September 3, 2020 the following was duly posted on the Town of Cottage Grove's internet site and on the Cottage Grove Town Hall Bulletin board, all in accordance with TCG 25.01(4) and Wis. Stats., §60.80.

**TOWN BOARD RESOLUTION 2020-08-26
ADOPTING A PUBLIC FACILITIES NEEDS ASSESSMENT
SUPPORTING REVISION TO PARK FEES ON NEW
RESIDENTIAL DEVELOPMENT**

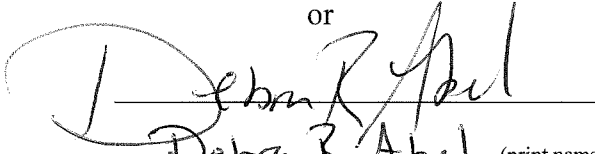


Kim Banigan, Town Clerk

Subscribed to and sworn before me
this 9th day of September, 2020.

Signature of Town Chair person

or



Debra R. Abel (print name)

Notary Public, State of Wisconsin

My Commission expires: March 7, 2023

**TOWN OF COTTAGE GROVE
TOWN BOARD ORDINANCE 2020-08-26**

**AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF THE TOWN
OF COTTAGE GROVE, DANE COUNTY, WISCONSIN TO REVISE PARK
FEES TO MEET THE STATE IMPACT FEE LAW**

WHEREAS, 2017 Wisconsin Act 243 requires that any park fee on new residential development may be imposed only under the requirements and procedures of Wisconsin's impact fee law (Section 66.0617, Wis. Stats.), including the preparation and adoption of a public facilities needs assessment; and

WHEREAS, the Town's "fee in lieu of making the required (park) land dedication" and a "parkland equipment fee" in place prior to adoption of this Ordinance did not comply with such new State requirements; and

WHEREAS, on August 26, 2020, following a Class 2 notice, the Town Plan Commission and Town Board held a joint public hearing on the proposed amendments to Chapter 15 of the Municipal Code included in this Ordinance; and

WHEREAS, the public facilities needs assessment upon which this ordinance is based was made available for public inspection and copying in the office of the Town clerk at least 20 days prior to the hearing; and

WHEREAS, following such hearing, the Commission favorably recommended Town Board adoption of this Ordinance; and

WHEREAS, the Town Board finds that the proposed amendments to the Code of Ordinances contained in this Ordinance are consistent with the Town of Cottage Grove Comprehensive Plan and with the Public Facilities Needs Assessment adopted by the Town Board via Resolution 2020-08-26.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Cottage Grove, Dane County, Wisconsin, does ordain that the following amendments to Chapter 15 of the Town Code of Ordinances are hereby adopted:

Section 1. Sections 15.03(4)(b)3. and 4. are hereby amended to read as follows:

3. Where, in the sole discretion of the Town Board, there is no land suitable for public parks land dedication within the proposed land ~~division or subdivision~~ development, the dedication of park land required by sec. 15.03(4)(b)1. above is not feasible, the dedication of park land would not be compatible with the Town Comprehensive Plan, or the Town Board determines that a cash contribution will better serve the public interest, the Town Board may require ~~the subdivider to pay a park land impact fees~~ in lieu of making the required land dedication, per sec. 15.03(4)(d).

~~The amount of any fee imposed shall be determined as follows: the number of proposed residential dwelling units within the plat shall be multiplied by 2,000; then the resulting product shall be divided by 43,500; and then the resulting quotient shall be multiplied by the fair market value of an acre of residential land within the plat as determined by the Town Assessor.~~

4. The Town Board may, in its sole discretion, permit the ~~subdivider~~ developer to satisfy the requirements of sec. 15.03(4)(b)1. above by combining a public park land dedication with a park land impact fee payment(s). The fee, in such cases, shall be determined by subtracting ~~the fair market value~~ \$15,000 per acre for of the dedicated land, ~~as determined by the Town Assessor,~~ from the total park land impact fee which would have been ~~imposed~~ required had no park land been dedicated by the ~~subdivider~~ developer. The \$15,000 figure shall be updated annually based on changes in the average of the assessed value of all residential properties in the Town and stated in the Town Fee Schedule. The relationship between the park land dedication and park land impact fee amount shall be documented in the contract for improvements under sec. 15.03(3).

Section 2. Sections 15.03(4)(b)5. through 15.03(4)(b)7. are hereby repealed.

Section 3. Section 15.03(4)(d) of the Town Code of Ordinances is hereby amended ~~repealed and recreated~~ to read as follows:

- (d) **Park Land and Recreation Improvement Impact Fees.**
 1. Intent. This subsection (d) is intended to impose park land and recreation improvement impact fees in amounts based upon the number of new residential dwelling units, in order to finance the acquisition and improvement of park land, the demand for which is generated by new residential development throughout the Town. Collected fees shall be used to finance capital costs for new or enlarged capital improvements that ~~substantially benefit~~ serve those developments that pay the fees. The park land impact fee and recreational improvement impact fee described in this subsection (d) have been imposed under, and are authorized by, § 66.0617, Wis. Stats.
 2. Timing. The impact fees shall be paid with each building permit application, except that a development agreement under this Chapter may provide for fee payment at an earlier date. As used in this section, the term "building permit" shall not include permits required for remodeling, rehabilitation, or other improvements to an existing structure or rebuilding a damaged or destroyed structure, which result in no increase in the number of residential dwelling units.

3. Amounts. The park land impact fee shall be as stated in the Town Fee Schedule (\$375 per residential dwelling unit as of 2020). The recreation improvement impact fee shall be as stated in the Town Fee Schedule (\$1,160 per residential dwelling unit as of 2020). These fees are based on 2020 dollars. The Town Board may by resolution adjust these fee amounts thereafter using the percentage change in the Consumer Price Index from the U.S. Bureau of Labor Statistics or equivalent. The Town Treasurer shall maintain records of the current fees and adjustment calculations.
4. Basis. The fee amounts in subsection 3 are per the public facility needs assessment adopted pursuant to Resolution 2020-~~0908~~-2608 and on file with the Town Clerk. The adopted needs assessment shall also be used as the basis for expenditure of collected impact fees pursuant to this subsection (d). At the time that the Town collects each impact fee, it shall provide to the applicant or developer from which it received the fee an accounting of how the fee will be spent, which may be the needs assessment or a summary thereof.
5. Accounting. The Town Treasurer shall place all collected impact fees in a separate segregated interest-bearing account, which shall be accounted for separately from the other Town funds. Each collected fee shall be identified by parcel number and date paid within the fund. Impact fee revenues and interest earned on impact fee revenues may be expended only for the particular capital costs for which the impact fee was imposed, or refunded under subsection 6.
6. Refunds. Any collected impact fee that is not used within 8 years after it is collected to pay the capital costs for which it was imposed shall be refunded to the payer of such fee, along with any interest that has accumulated.
7. Potential Waiver or Reduction. The impact fee amounts under subsection 3 may be waived or reduced in one or more of the following circumstances:
 - a. By the Building Inspector for the park land impact fee, where the subdivision platland development that includes the dwelling unit dedicated public park land pursuant to the requirement in sec. 15.03(4)(b), with the reduction proportionate to the extent that the full requirement was met by such dedication under sec. 15.03(4)(b)4.
 - b. By the Town Board for either or both fees, by request of the subdivider developer or applicant for a building permit of the proposed dwelling unit, where it determines that their imposition would have a substantial adverse effect on the availability of housing intended to be affordable to those below the median household income in Dane County. The substantial adverse effect must be supported by evidence provided by the subdivider developer or applicant.
8. Appeals. A subdivider developer, or an applicant for a building permit, or other payor of the fees set forth in this section, aggrieved by a decision of any

Town official may appeal the amount, collection, refund or use of the impact fee, ~~and any property owner may appeal a decision on a claim for refund of unexpended impact fees,~~ under the provisions of Chapter 68, Wis. Stats. If the notice of appeal challenges the imposition of an impact fee, or the amount imposed, the ~~subdivider-developer, or applicant, or payor~~ may pay the fees imposed under protest and the Building Inspector shall issue any building permits withheld solely due to the nonpayment of the fees. If the applicant prevails on appeal, the Town Treasurer shall refund that portion of the fee so paid as finally determined in the appeal process.

Section 4. Section 15.15 is hereby amended to read as follows:

15.15 SIGNING OF CERTIFICATE.


After entering the contract to provide all required improvements; after posting the security required by TCG § 15.03(3); after payment of any fee imposed pursuant to ~~TCG § 15.03(4)(b)~~ this Chapter and the contract; after payment of any area charges for storm sewer and storm water drainage facilities; after payment of all outstanding charges due against the lands for local sewers, interceptors, force mains, and life-lift stations previously installed by the Town, Madison Metropolitan Sewerage District or any other sewerage district; and after the subdivider has met all other requirements, the Town Clerk shall execute the certificate inscribed upon the face of the plat or certified survey map attesting to the approval thereof and return it to the subdivider for recording.

Section 5. The Table of Contents of Chapter 15 is hereby amended to reflect the changes in this Ordinance.

Section 6. If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby. If an application of this Ordinance to a particular structure, land, or water is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not be applicable to any other structure, land, or water not specifically included in said judgment. If any requirement or limitation attached to an authorization given under this Ordinance is found invalid, it shall be presumed that the authorization would not have been granted without the requirement or limitation and, therefore, said authorization shall also be invalid. Any other ordinances whose terms are in conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.


This above and foregoing Ordinance was duly adopted at a meeting of the Town Board of the Town of Cottage Grove on the 26th day of Aug, 2020, by a vote of 5 in favor and 0 opposed.

TOWN OF COTTAGE GROVE



Kris Hampton, Town Chair

Attested by:



Kim Banigan, Town Clerk

AFFIDAVIT OF POSTING OF
TOWN OF COTTAGE GROVE ORDINANCE

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, Kim Banigan, Cottage Grove Town Clerk, being first duly sworn, on oath, state as follows:

On September 3, 2020, the following Town of Cottage Grove Town Ordinance was duly posted on the Town of Cottage Grove's internet site and on the Cottage Grove Town Hall Bulletin board, all in accordance with TCG 25.01(4) and Wis. Stats., §60.80.

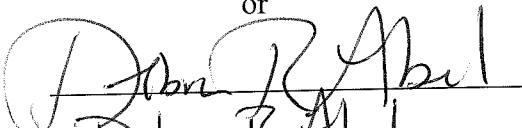
Town Board Ordinance 2020-08-26
AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES TO REVISE
PARK FEES TO MEET THE STATE IMPACT FEE LAW



Kim Banigan, Cottage Grove Town Clerk

Subscribed to and sworn before me
this 9th day of September 2020.

Signature of Town Board Chair

or


Debra R. Abel (print name)

Notary Public, State of Wisconsin
My Commission expires: March 7, 2023

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
SEPTEMBER 08, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, and Highway Superintendent Dan Dresen. Deer-Grove EMS Chief Eric Lang joined toward the end of the meeting.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the Town Board meeting held on August 17, 2020 and the public hearing and joint Town Board/Plan Commission meeting held on August 26, 2020, all as printed. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 1. **MOTION** by DuPlayee/Anders to approve payment of bills corresponding to checks #34065-34107 from Monona Bank. **MOTION CARRIED 5-0.**
 2. **MOTION** by Anders/Fonger to approve payment of August per diems as presented, noting that Anders still needs to turn his report in, for payment with the September per diems. **MOTION CARRIED 5-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: **MOTION** by Anders/Williams to approve a permit for Charter to install UG coax on Kennedy Road at Appaloosa Ln. **MOTION CARRIED 5-0.**

II. BUSINESS:

- A. Discuss/Consider speed control measures on Damascus Trail: This discussion was prompted by an email from Herb Thompson, 4314 Damascus Trail, which included a petition signed by 18 area residents asking for support in finding year-around ways to address excessive speeding on Damascus Trail (attached as Exhibit A). Mr. Thompson was also present at the meeting. Delores Ebert, 4342 Damascus Trail, attended virtually and reminded the Board of a letter she emailed to them on the same topic earlier this summer. She suggested another temporary speed bump near the park, and reducing the speed limit to 25 mph near the park. Hampton suggested installing the spare temporary speed bump near the park, but Dresen said it is too late in the year for that, they will be removing them for the winter in the next month. Thompson thought the neighborhood would be in favor of permanent speed bumps. Hampton suggested installing a permanent speed bump (table-top) near the park this year using unassigned funds to see how well it works, with a second one considered with the 2021 budget. Dresen asked if we would be looking at tabletops designed for 15-mph or 25-mph. Fonger said the 25-mph ones in Madison don't seem to work. Stop signs were also discussed but Dresen said there is not a good place for stop signs due to driveways in close proximity to all of the three-way intersections. **MOTION** by Anders/DuPlayee to put a temporary speed bump near the park in the Spring of 2021. Thompson said near the volleyball court would be the best location. Dresen suggested adding cautionary 15-mph playground ahead signs. **MOTION CARRIED 5-0.** Hampton asked if the Board would like the Town Engineer to send some designs for tabletops for the Board to review? There was support for this idea.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
SEPTEMBER 08, 2020

- B. Discuss/Consider provisions for November 3, 2020 General Election:
1. Discuss moving the polling place to the Town Garage: The Clerk said we will need the extra space the garage would afford. Dresen has already completed the required accessibility survey and that has been submitted to the WEC. Dresen described the traffic and pedestrian flow and signage he has in mind. **MOTION** by Hampton/DuPlayee to move forward with moving the polling place for November 3rd. **MOTION CARRIED 5-0.** The Clerk noted that the Town Board will need to adopt the change by formal resolution at a later meeting.
 2. Discuss/Consider approval of purchasing a second DS200 for the purpose of a central count of absentee ballots: The Clerk said she would like to move to a central count of absentee ballots, which would require a second tabulator. She listed reasons why this would eliminate the confusion caused by processing absentee ballots in the same room as voting is taking place on election day. The Town Board will need to adopt an ordinance to create a Board of Absentee Ballot canvassers and provide for the centralized canvassing of all absentee ballots, but first we need to be sure we can get the second tabulator. Indications are that other municipalities have successfully submitted the purchase of additional tabulators under the CARES grant due to the un-precedented number of absentee ballots due to the COVID-19 pandemic. **MOTION** by Williams/DuPlayee to approve the purchase of a DS200 tabulator including wireless modem, backup battery, 4GB memory device, shipping, handling and installation for a price of \$6,280. **MOTION CARRIED 5-0.**
 3. Discuss/Consider approval of purchasing a ballot drop box: The Clerk said that again due to the un-precedented number of absentee ballots, and due to public concern over the USPS' ability to handle them, she is proposing the purchase of a secure drop box for ballots. Indications are that other municipalities have successfully submitted the purchase of a drop box under the CARES grant. Proposals for several different models were provided by American Security Cabinet, although the Clerk cautioned that they are very busy with orders, currently they are estimating delivery sometime in early October. Menards also has large drop boxes available, at a considerably lower cost and seemingly immediate availability, however consensus was that they did not appear as secure. **MOTION** to approve the purchase of model 710 from American Security Cabinet, with the blue 'Stars' graphic, for a cost of \$2,029.00. **MOTION CARRIED 5-0.**
 4. Discuss hours for absentee voting in the Clerk's office: The Clerk said in-person absentee voting begins on October 20th, and asked what, if any, hours the Board would like to offer outside of regular office hours and the usual additional hours until 5 p.m. on the Friday before the election. She said she is willing to be open on the two Saturday mornings (October 24 and 31), but she would want to have at least one person helping. She does not want to offer Sunday, November 1st as she feels she will need that day to prepare for the election. She also offered to include afternoons by appointment in her notice. Consensus was to add 9 a.m. to noon on Saturday, October 24th.
- C. Discuss/Consider approval of Medical Director Agreement by and between Madison Emergency Physicians, S.C. and Deer Grove Emergency Medical Services: EMS Chief Eric Lang was present. The contract is for \$12,000 per year, which is double the current contract, but Williams said it will provide a lot more service. **MOTION** by Fonger/Williams to

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
SEPTEMBER 08, 2020

approve Medical Director Agreement by and between Madison Emergency Physicians, S.C. and Deer Grove Emergency Medical Services. **MOTION CARRIED 5-0.**

- D. Discuss/Consider quotes for a five-year loan to finance purchase of two highway department trucks. The Treasurer had obtained the following quotes to finance both the 2020 F-550 and the 2020 International Plow Truck:

1. Oregon Community Bank (f.n.a. McFarland State Bank): Total borrowed principal of \$196,721.76 at an interest rate of 1.89%
2. Monona Bank: Total borrowed principal of \$196,250.00 at an interest rate of 1.99%

Discussion was to consider paying for the F-550 from the proceeds of selling the old trucks and unassigned funds, and only borrow for the plow truck (\$164,000). **MOTION** by Fonger/Anders directing the Treasurer to go back to the banks for quotes for \$164,000. **MOTION CARRIED 5-0.**

- E. Discuss/Consider discontinuing restrooms in basement of Flynn Hall: Hampton and Fonger said the basement restrooms are not used, and this was discussed at the annual Flynn Hall meeting, with the Village and Lions having no objections. The fixtures could be removed and the rooms could be used for storage. **MOTION** by DuPlayee/Fonger to approve discontinuing restrooms in basement of Flynn Hall. **MOTION CARRIED 5-0.**
- F. Update on Drainage District Plans to clean out the Koshkonong Creek north of the Town: Hampton and DuPlayee virtually attended what they described as a very dysfunctional meeting of the Drainage Board. Plans are to move forward with cleaning out the creek without regard to what problems it will cause downstream. The City of Sun Prairie will foot 45% of the bill. Dresen suggested warning landowners to clean out their ditches, and Anders suggested seeing about reactivating the drainage district that used to serve the Town.

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported that new public works employee Mike Winters started on August 31st, and is showing himself to be a hard worker and nice guy. The new F-550 should be ready within 2 weeks, and the new plow truck should be ready by the end of the month. Wind caused some downed trees this past Sunday.

IV. CLERK'S OFFICE UPDATE: She already has over 1,000 requests for absentee ballots for November 3rd, ballots should be in at the end of this week and are required to be sent out by September 17th. She has spent a lot of time on the phone answering questions from voters about how to vote absentee or why they received the recent mailing from the WEC. She is using this as an opportunity to educate people about the myvote.wi.gov site.

V. BOARD REPORTS AND COMMUNICATIONS:

- A. Hampton: The Village of Cottage Grove has provided notice of a public hearing on September 15th regarding a proposed 100-unit apartment building on the corner of County N and Windsor Street.

VI. COMMITTEE REPORTS:

- A. Deer-Grove EMS District: Hampton reported that the proposed 2021 DGEMS budget has several considerations, including the addition of two full time paramedics to be hired mid-year in 2021 and the purchase of a replacement for the 2009 Horton ambulance. Chief Lang provided more details about the proposed budget, and plans to add another two full-time paramedics mid-year 2023 so that a second crew could be on duty at all times. There was

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
SEPTEMBER 08, 2020

discussion about whether the municipalities are ready to foot the bill for that at this time. The Board will need to formally consider the 2021 budget proposal at a later meeting.

- B. Flynn Hall Committee: There was talk of replacing the deck and railing in 2021. It would be all at the Town's cost, but the Lions Club would consider providing the labor.
- C. Emergency Government Committee: The Committee met with Lt. Wagner, the Village's Emergency Director, and agreed on how to split the Hydrite donation. Indications were that the two committees (Village and Town) want to continue to work together and both can still use the EOC. Randy Gaber is a good addition to the Town's committee. No meeting is planned for September.

VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:52 P.M.

Kim Banigan, Clerk
Approved 09-21-2020

**EXHIBIT A**

Kim Banigan <clerk@towncg.net>

Fwd: Damascus Trail Excessive Speed

1 message

Herb Thompson <thompherb@gmail.com>

Tue, Sep 1, 2020 at 4:33 PM

To: townboard@towncg.net

Cc: biwer@danesherriff.com, french.steven@danesherriff.com, grafton.jennifer@danesherriff.com, Herb Thompson <thompherb@gmail.com>

Subject: Damascus Trail Excessive SpeedSend to townboard@towncg.net

Dear Town of Cottage Grove Board Members

August 25,2020

Subject: Excessive Speed on Damascus Trail

We bring to your attention an important issue and request your support. Damascus Trail continues to be used as a bypass between Vilas Road and Cottage Grove Road. The bypassing traffic has increased dramatically, in both volume and speed. Despite clear signage indicating a limit of 25mph, and a park zone, it has done little to decrease the influx of dangerous driving. The current location of speed bumps near the intersection of Cottage Grove Road simply reduces speeds at that specific location; vehicles are still accelerating on either side of their placement along Damascus Trail. Since COVID, the number of children and pedestrians along Damascus Trail and within the park has increased. **We are asking your support in finding ways to address this pressing issue, such as installing stop signs and installing additional permeant speed bumps throughout the stretch of Damascus Trail.**

In support of this important issue attached you will find signatures from residence on or near Damascus Trail who are disappointed by the lack of speed control.

Thank you for your attention

Herb Thompson

[4314 Damascus Trail](#)[Cottage Grove](#)

9/3/2020

Town of Cottage Grove Mail - Fwd: Damascus Trail Excessive Speed

Sent from [Mail](#) for Windows 10



Speed Bump_20200901_0001.pdf

672K

Dear Town of Cottage Grove Board Members

August 25,2020

Subject: Excessive Speed on Damascus Trail

We bring to your attention an important issue and request your support. Damascus Trail continues to be used as a bypass between Vilas Road and Cottage Grove Road. The bypassing traffic has increased dramatically, in both volume and speed. Despite clear signage indicating a limit of 25mph, and a park zone, it has done little to decrease the influx of dangerous driving. The current location of speed bumps near the intersection of Cottage Grove Road simply reduces speeds at that specific location; vehicles are still accelerating on either side of their placement along Damascus Trail. Since COVID, the number of children and pedestrians along Damascus Trail and within the park has increased. **We are asking your support in finding ways to address this pressing issue, such as installing additional speed bumps throughout the stretch of Damascus Trail.** THAT WILL BE IN PLACE YEAR ROUND.

Names (signature)

Address

Bob & Connie Hampton

4314 Damascus Trail

Jeff Newman

2794 Russian Cir

Leslie Newman

2794 Russian Cir.

Ron Palomack

2829 NASHUA LN.

Tom Vetter

4323 DAMASCUS TR L.

James Sellers

2810 Russian Cir.

James Johnson

4300 DAMASCUS TR.

Don

4324 DAMASCUS TR.

Kurt 4324 DAMASCUS TRAIL
Sarah 4333 DAMASCUS TRAIL
PELORES & LeRoy EBERT - 4342 DAMASCUS TRAIL
Sadie DeBun 4376 Liberty Ct
Deb McClosky 4345 Damascus Tr.
Jeff Otto 4350 Damascus Tr.
Greg Olson 4354 Damascus Tr.
Kate Gerstner 2825 Riva Ridge Circle
Dave Trine 4330 Damascus Trail
Marlene Trine 4330 Damascus Trail

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
SEPTEMBER 21, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen, Deputy Brian Biwer, and Town Engineer Nick Bubolz. Attorney William Cole attended virtually through item II. A.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the Town Board meeting held on September 8, 2020 as printed. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
- **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #34108-34137 from Monona Bank. **MOTION CARRIED 5-0.**
 - **MOTION** by Anders/Williams to approve payment of \$2,098.72 to General Engineering for August building permits. **MOTION CARRIED 5-0.**
 - The Treasurer asked for September per diem reports by October 2nd.
- E. Public Concerns: None.
- F. Road Right of Way Permits: None.

II. BUSINESS:

- A. Discuss process for adoption of locations for stop signs, speed zones and no-parking zones: Atty. Cole advised that speed limits are set by State law, but the Town Board has discretion to change them following certain parameters. The process to change them must include a traffic and engineering study. Optimally speed limits are set at the 85th percentile based on the traffic study, which provides immunity to the Town against claims that the new limit is unsafe or unreasonable. Fonger questioned how risk could be increased by lowering a speed limit, Atty. Cole responded that a speed limit lower than most traffic actually travels could induce pedestrians to feel safer than they actually are. Since speed limit, stop sign and no parking zone violations are punitive, changes to them must be adopted by ordinance. Atty Cole recommended that the Town document any deviations from State speed limits, along with all stop signs at Town road intersections and all no parking zones, and adopt a single ordinance to ratify all of them. He suggested the County Highway Commissioner may be able to help locate any speed studies the Town Clerk does not have record of. Consensus was for the Highway Superintendent to identify speed zones, no parking zones, and stop signs for further discussion at the October 19th meeting.
- B. Review August police activities: The monthly report showed 140 calls for service and 55 citations issued in August. Deputy Biwer said the stop signs on Sandpiper have reduced speeding, but a lot of drivers do roll through them. DuPlayee thought the speed bumps were more effective in slowing traffic. Biwer reported tire tracks in the park on Valley Street. He attributed the strong presence of the deputies as the reason why the Town has not experienced the car thefts found elsewhere in the County.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
SEPTEMBER 21, 2020

- C. Discuss/Consider adoption of Resolution 2020-09-21 to move the polling place for the November 3rd General Election to the Town Garage: **MOTION** by Fonger/DuPlayee to adopt of Resolution 2020-09-21 to move the polling place for the November 3rd General Election to the Town Garage as presented. **MOTION CARRIED 5-0.**
- D. Discuss/Consider adoption of Ordinance 2020-09-21 Creating A Board of Absentee Ballot Canvassers and Providing for the Centralized Canvassing of All Absentee Ballots: **MOTION** by Williams/DuPlayee to adopt Ordinance 2020-09-21 Creating A Board of Absentee Ballot Canvassers and Providing for the Centralized Canvassing of All Absentee Ballots as presented. **MOTION CARRIED 5-0.**
- E. Discuss/Consider moving forward with application for a broadband internet grant: The Treasurer said the PSC grant application is due by December 1st. The Wisconsin Town's Association just sent out application information for the Broadband Connectors Pilot Initiative that will provide six selected communities assistance from WEDC in the PSC grant application process. Applications for this are due by September 30th. The Treasurer said one of the evaluation points for the PSC grant relates to geographical size of the area to be services, and she has indications that the Town of Pleasant Springs might interested in partnering, although she has not spoken with anyone there yet. She has spoken with the Town of Dunn about how they successfully received grant money. Letters of support from residents and businesses would be needed, along with an interested provider. Martin DeLuca from UpNetWI attended virtually, and said his company is definitely interested. He said almost all of the projects his company does are small scale, and they have one approved grant in the Town of Sun Prairie that includes fiber to 74 homes. Most of their projects are fixed wireless technology from silos, water towers, occasionally cellular towers. They already service a few Town of Cottage Grove residents in the Baxter, Jargo and Nora Road areas. They have an agreement with the Village of Cottage Grove to provide backup internet to police and village hall in exchange for space on top of the water tower. He said his service will travel up to 9-10 miles with clear line of sight. They are also looking into cost effective ways to build out fiber into rural areas to meet demands for higher speeds. They are currently working on a project in the Town of Pleasant Springs near Town Drive and Scalene Road. Newer, but very expensive technology, can provide 100 mbps speeds through trees over several miles. Current technology provides up to 80 mbps, depending on the plan purchased. Hampton asked if there is a map showing current providers. The PSC does have a map, although, Kathy Christoph, 2092 Uphoff Road, was online and said the map is not all that accurate. It shows 6 different providers but only Frontier has shown ability to service her address, which only provided a maximum of 8 mbps. She does not have line of site for UpNetWI. Megan Simpson, 2035 Uphoff Road, was also online and said both Charter and TDS have told her they have no interest in expanding to that area. DeLuca said he is familiar with the local landscape and feels there are silos that could be candidates for direct wireless access points, and there are areas with more concentrated homes that could benefit from fiber fed by such access points. **MOTION** by Williams/DuPlayee directing the Treasurer to work on partnering with UpNetWI, the Town of Pleasant Springs and potentially the Town of Deerfield for a grant application. **MOTION CARRIED 5-0.**
- F. Discuss options to install a round-about at the intersection of Damascus Trail and Riva Ridge Circle: Town Engineer Nick Bubolz had provided a drawing of a small round-about, but cautioned that another community had ended up taking a similar one out after drivers were

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
SEPTEMBER 21, 2020

cutting the corners. He estimated the cost at about \$45,000. Deputy Biwer noted that the roundabouts at County N and I-94 are one of the highest local accident areas. Bubolz suggested other means to slow traffic could be to pinch the area down by reducing the traffic lanes to 20' or installing 2-4" high medians that snow plows could go over. Biwer noted that vehicles travelling 25 m.p.h. on our Town roads without sidewalks can seem much faster to pedestrians. He suggested that with direction from the Town Board, deputies could lower thresholds for writing tickets, for example issue them at 6-8 m.p.h. over the speed limit on problem roads. Word of mouth would probably deter speeders over time. Biwer will discuss with his partners and Lieutenant and come back for further discussion at a later meeting.

- G. Discuss improvements to dead end roads in the Ravenwood subdivision: Hampton had asked Bubolz to provide drawings of hammerheads at the dead ends of Mourning Dove Drive, Pheasant Run and Nightingale Lane now that the Town Board has decided not to connect these roads to Village streets. Bubolz estimated the cost at \$13,000 each. Discussion was that there has been no call from the public for turnarounds in Ravenwood, and any improvements the Town makes may lead to the Village wanting to connect them. Hampton had also asked Bubolz to provide a drawing of a cul-de-sac at the end of Janelle Lane. There is no place for service vehicles to turn around, and a neighbor has complained that they are turning around in his driveway. The cost estimate was \$24,000 and the improvement would coincide with plans to overlay that area next year using TRIP funds. Consensus was for Dresen to put something in the 2021 budget for the Janelle Lane cul-de-sac.
- H. Discuss/Consider quotes for loan to finance purchase of 2020 International patrol truck: The Treasurer had obtained two quotes for five-year loans with total interest and principal of \$164,000:
- Oregon Community Bank: \$156,726.04 in principal with interest rate of 1.89%
 - Monona Bank: \$156,356.00 in principal with interest rate of 1.99%

MOTION by Fonger/DuPlayee to accept the quote from Monona Bank. **MOTION CARRIED 5-0.**

- I. Discuss/Consider approval of 2021 Deer-Grove EMS budget: Hampton reported that original proposal included hiring 4 FTE paramedics mid-year, with another 4 FTE hired mid-year in 2022 to provide staffing for an additional ambulance. The current budget recommended by the commission includes 84 additional LTE hours per week in a first step toward staffing a second ambulance. It also includes \$100,000 for the purchase of a new ambulance chassis in 2021, with the remainder of the new ambulance expense planned for 2022. The Town's portion of the 2021 budget would be \$218,980.45, up \$59,254.42 from 2020. **MOTION** by Williams/DuPlayee to approve the 2021 Deer-Grove EMS budget as recommended by the DGEMS Commission. **MOTION CARRIED 5-0.**
- J. Set dates for 2021 Budget workshops: **MOTION** by DuPlayee/Fonger to scheduled 2021 budget workshops for October 21 and 22, both beginning at 6:30 P.M. **MOTION CARRIED 5-0.**
- K. Set date for Annual Town Meeting: Hampton suggested that since the Town Garage will be cleared out for the election on November 3rd, November 4th might be a good night to hold the Annual Town Meeting that has been postponed due to the COVID-19 pandemic. Fonger thought a day between the election and annual meeting might be better. **MOTION** by

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
SEPTEMBER 21, 2020

Fonger/Williams to hold the Annual Town Meeting at 7:00 P.M. on Thursday, November 5th at the Town Garage. **MOTION CARRIED 5-0.**

L. Consider/Adopt motion to move into closed session per Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session: i) to set minimum selling price for highway equipment to be sold, and ii) boundary agreement discussion: **MOTION** by Anders/DuPlayee to move into closed session for the reasons stated above. **MOTION CARRIED 5-0 BY ROLL CALL VOTE.** The virtual meeting was ended and the closed session began at 8:22 pm. The Town Board, Clerk, Treasurer and Highway Superintendent all remained for the closed session.

M. Consider/Adopt motion to reconvene to open session to take any action necessary from closed session. **MOTION** by DuPlayee/Williams to reconvene to open session. **MOTION CARRIED 5-0.** The closed session ended at 8:45 P.M. **MOTION** by Hampton/Williams to set minimum sale prices for the 2012 F-350 with v-box and plow, and the 2005 International patrol truck as discussed in closed session. **MOTION CARRIED 5-0 BY ROLL CALL VOTE.**

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported that water to the restrooms in the basement of Flynn Hall has been turned off, and fixtures will be removed as time permits. It was suggested that the doors be removed and a sign posted so nobody uses them in the meantime. Crews will be doing the final mowing of ditches in a week or two. Wade Cattell has offered to donate 6 Town dump truck loads of sand for the winter.

IV. CLERK'S OFFICE UPDATE: Almost 1100 ballots were mailed by the September 17th deadline, and requests continue to pour in. 80 ballots have been returned already, including one from an overseas voter.

V. BOARD REPORTS AND COMMUNICATIONS:

A. Hampton: The DCTA meeting included discussion about the reduction of the size of the Dane County Board. 2021 town dues will be the same as 2020. The amendment to the Town's comprehensive plan is scheduled for public hearing with the ZLR on October 27th. The Town of Blooming Grove and the City of Madison have agreed to amend their cooperative plan regarding development of a property in the Town of Blooming Grove.

VI. COMMITTEE REPORTS:

A. Deer-Grove EMS Committee: The commission recommended a 2021 budget. Number of runs was up significantly last month.

VII. Adjournment: **MOTION** by DuPlayee/Anders to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:56 P.M.

Kim Banigan, Clerk
Approved 10-05-2020

**TOWN OF COTTAGE GROVE
TOWN BOARD RESOLUTION NO. 2020-09-21**

**TEMPORARILY RELOCATING THE POLLING LOCATION OF ALL WARDS FOR
THE NOVEMBER 3, 2020 ELECTION**

WHEREAS, a Presidential and General Election will be held on Tuesday, November 3, 2020; and

WHEREAS, to date the polling place for the Town has been the Town Hall, located at 4058 County Road N; and


WHEREAS, due to the need to provide social distancing protocols due to COVID-19, the Town Hall is expected to be insufficient to maintain adequate distances needed for voters and election inspectors on Election Day; and

WHEREAS, the Town Garage, located at 4062 County Road N, is deemed to possess adequate space to accommodate voters, staff, and equipment to maintain safe distances required by COVID-19 protocols.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Town Board of the Town of Cottage Grove that the polling place for all wards of the Town for the November 3, 2020 Presidential and General Election shall be the Town Garage, located at 4062 County Road N, Cottage Grove, WI 53527.


Adopted this 21st day of September, 2020.

TOWN OF COTTAGE GROVE



Kris Hampton, Town Chair

Attested by:



Kim Banigan, Town Clerk

Requested By: Kim Banigan, Town Clerk – 9/14/20
Drafted By: William S. Cole, Town Attorney – 9/15/20

**TOWN OF COTTAGE GROVE
ORDINANCE 2020-09-21**

**CREATING A BOARD OF ABSENTEE CANVASSERS AND PROVIDING FOR
THE CENTRALIZED CANVASSING OF ALL ABSENTEE BALLOTS**

WHEREAS, the Town Board determines it is in the public interest to create a Board of Absentee Canvassers and provide for the centralized canvassing of all absentee ballots; and

WHEREAS, in accordance with Section 7.52, Wis. Stats., the Town Clerk has notified the elections commission in writing of this proposed ordinance and consulted with the elections commission concerning the administration of said statute.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Cottage Grove, Dane County, Wisconsin, does ordain as follows.

SECTION 1. Section 1.04 of the Code of Ordinances is hereby created to read as follows:

01.04 BOARD OF ABSENTEE CANVASSERS

Pursuant to Sections 7.52 and 7.53(2m), Wis. Stats., the Town Board of the Town of Cottage Grove hereby creates a Board of Absentee Canvassers and authorizes the centralized counting of absentee ballots on election days as follows:

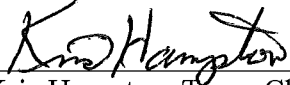
- (1) The Board of Absentee Ballot Canvassers shall be composed of the Town Clerk, or a qualified elector of the Town designated by the Town Clerk, and two other qualified electors of the Town appointed by the Town Clerk for a term of two years commencing on January 1 of each odd-numbered year. The Town Clerk may appoint additional inspectors under § 7.52(1)(b), Wis. Stats., to assist the Board of Absentee Ballot Canvassers in canvassing absentee ballots under this section.
- (2) In lieu of canvassing absentee ballots at polling places under § 6.88, Wis. Stats., the Board of Absentee Ballot Canvassers shall canvass all absentee ballots at all elections held in the Town.
- (3) The Town Clerk shall give at least 48 hours' notice of any meeting of the Board of Absentee Ballot Canvassers under this section.
- (4) The Town Clerk, no later than the closing hour of the polls, shall post at his or her office and on the Internet at a site announced by the Town Clerk before the polls open, and shall make available to any person upon request, a statement of the number of absentee ballots that the Town Clerk has mailed or transmitted to electors and that have been returned by the closing hour on election day.

SECTION 2. All other provisions of Code of Ordinances not specifically amended herein shall remain unmodified and in full force and effect.

SECTION 3. This ordinance shall take effect upon passage and publication as provided by law.

This above and foregoing ordinance was duly adopted at a meeting of the Town Board of the Town of Cottage Grove on the 21st day of September, 2020, by a vote of 5 in favor and 0 opposed.

TOWN OF COTTAGE GROVE



Kris Hampton, Town Chair

Attested by:



Kim Banigan, Town Clerk

Requested By: Kim Banigan, Town Clerk – 9/9/20
Drafted By: William S. Cole, Town Attorney – 9/9/20

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
OCTOBER 5, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen, and Town Engineer Nick Bubolz. Attorneys Connie Anderson and William Cole were present virtually through item II. A. Fire Chief Nick Archibald was present virtually through item II. H.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the September 21, 2020 Town Board Meeting open and closed sessions, correcting the motion to reconvene to opens session to having a roll call vote on both and keeping the closed session minutes closed. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 - 1) **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #34138-34171, with #34158 voided. **MOTION CARRIED 5-0.**
 - 2) **MOTION** by Anders/DuPlayee to approve payment of September per diems as presented. **MOTION CARRIED 5-0.**
 - 3) The Treasurer reported that her submission of \$18,559 to the Routes to Recovery grant was successful.
- E. Public Concerns: None.
- F. Road Right of Way Permits: None.

II. BUSINESS:

- A. Discuss/Consider appeal to stop work order for the Kennedy Hills subdivision: The stop work order was issued as required by the Kennedy Hills Developers agreement when the developer failed to obtain approval of a full set of final constructions plans for the Kennedy Road intersection improvements from Dane County Highways on or before noon on October 1, 2020. Developer David Riesop described the progress that has been made but asked for consideration because the project has grown in scope. Atty. Anderson added information regarding the timeline, noting that the agreement approved on July 6th included the October 1st deadline, which was a 30-day extension from what was originally proposed in the agreement. The developer's engineer first provided information to the County on August 29th, to which the County responded in 2 days. She also suggested that the Town should look at the letter of credit for the intersection to be sure it covered the larger scope of the project. Atty. Anderson then asked if the Town Board felt it was an appropriate time to turn the legal aspect of the development over to Town Attorney William Cole. There was general agreement with this plan. Atty. Cole concurred with Atty. Anderson, and said it is incumbent on the developer to make a case for an extension, but he did not see a delay that was out of the hands of the developer. **MOTION** by Anders/DuPlayee to uphold the stop work order until the developer meets the conditions of the developer's agreement, and directing the Town Engineer to provide advice as to whether the letter of credit should be increased. **MOTION CARRIED 4-1** (Fonger opposed). Mr. Riesop then asked for clarification of what work was allowed under the stop work order, stating that there is some erosion control work that should be done for

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
OCTOBER 5, 2020

adequate protection. **MOTION** by Williams/DuPlayee authorizing the Town Chair, with consultation with the Town Engineer, to allow necessary erosion control work while the general stop work order is in effect. **MOTION CARRIED 5-0.**

B. Plan Commission Recommendations:

1) Discuss/Consider application by Donald Viney/Viney Acres LLC to rezone 3 acres west of 2100 Nora Road (parcels #0711-274-8001-0 and #0711-271-9500-3) from FP-35 to RR-2 to create a new residential lot: Don and Marilyn Viney were present. Fonger questioned why Anders opposed this at the Plan Commission level. Anders said he was generally opposed to exceeding the 2-acre maximum lot size, but has since driven by the property and now understands the issue. **MOTION** by DuPlayee/Williams to accept the Plan Commission's recommendation to approve the rezone of 3.0015 acres to RR-2, allowing exceedance of the 2.0 acre maximum due to the proximity to the gas line and its limitations on placement of improvements. **MOTION CARRIED 5-0.**

C. Monona Grove School District Staff presentation about the District's operational referendum on the November 3rd: Superintendent Daniel Olson, Director of Business Services Jerrud Rossing, Director of Communications Katy Byrnes Kaiser and School Board member Susan Manning were all present virtually. Olson said the 5-year, \$2.6 million operating referendum approved in 2016 will expire after this year, and the \$3.7 million November 3rd referendum looks to renew it to maintain spending. He said the increase is due to 1) inflation, 2) the need to be competitive with salaries and benefits in order to maintain and attract quality staff, and 3) the possibility of reduced State revenues due to COVID-19. He estimated the impact at \$40 per \$100,000 of fair market value. If the referendum does not pass, he said there would need to be significant reductions in staff and programming, although there would be another opportunity for a referendum in April of 2021. Board members argued that none of the 3 needs stated had been demonstrated, and with so many people struggling right now, it is not right to be asking more of them. Fonger asked how much debt the district already has. Rossing said it currently has \$116 million in debt, which will be down to \$109 million by the end of the school year. Williams asked the school district representatives to state how they are positively impacting the education of students. Byrnes Kaiser said she works to keep families and the community informed about what is going on. The others did not answer the question.

D. Discuss/Consider 2021 membership in the Cottage Grove Chamber of Commerce: DuPlayee noted that membership has dropped. A letter from the Chamber stating that membership is down due to COVID and asking members to consider rounding up the 2021 renewal fee as a showing of support. **MOTION** by Fonger/Williams to approve 2021 membership at the normal cost, without rounding up. **MOTION CARRIED 5-0.**

E. Discuss/Consider approval of Agreement with Strand Associates for 2021 services for the Natvig Road Landfill: Williams questioned why the fee is so much higher. Anders said there is additional work to monitor the new gas probe that was recently installed. **MOTION** by Anders/Williams to approve the agreement as presented. **MOTION CARRIED 5-0.**

F. Discuss/Consider adoption of Resolution 2020-10-05 Authorizing the borrowing of \$156,356; providing for the issuance and sale of a general obligation promissory note therefor; and levying a tax in connection therewith: **MOTION** by Williams/DuPlayee to adopt the resolution as presented. **MOTION CARRIED 5-0.**

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
OCTOBER 5, 2020

- G. Discuss/Consider approval of Town's portion of cost to repair CGFD Engine 3: There was a quote from Reliant Fire Apparatus that the Jt. Fire Department Committee had reviewed, and another from Rennert's that came in after the Jt. Fire Department Committee meeting at a considerably lower cost. Fire Chief Nick Archibald said they have used Rennert's in the past and are comfortable with them doing the work. **MOTION** by Williams/DuPlayee to approve the quote from Rennert's for \$9,724.41, with the Town's share at \$3,555.32. Repairs to be made in 2020 using unassigned funds. **MOTION CARRIED 5-0.**
- H. Discuss/Consider approval of Town's portion of cost to repair the roof of the Emergency Services Building: Quotes were received from NIR Roof Care (\$4,110.00) and Great Lakes Roofing (\$6,250.00). Half of the cost would be the Town's. The Joint Fire Department Committee recommended Great Lakes Roofing since the NIR Roof Care quote wanted an annual maintenance fee. **MOTION** by Anders/DuPlayee to accept the quote from Great Lakes Roofing, with the Town's portion coming from unassigned funds. **MOTION CARRIED 5-0.**
- I. Discuss/Consider hourly wage rate for the Board of Absentee Canvassers: The Clerk said that accepting an appointment to the Board of Absentee Canvassers takes on a big responsibility and commitment, and asked that Board members be paid the same hourly wage rate as Chief Election Inspectors (\$12.00/hour). **MOTION** by Fonger/Williams to approve an hour wage of \$12.00 for members of the Board of Absentee Canvassers. **MOTION CARRIED 5-0.**
- J. Discuss/Consider whether to replace stolen trail camera: The Clerk said a replacement would run about \$400. **MOTION** by Williams/DuPlayee to replace the stolen trail camera using unassigned funds, and pursue reimbursement from insurance. **MOTION CARRIED 5-0.**
- III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen said they are about half done with mowing ditches, and they installed the new ballot drop box this morning.
- IV. CLERK'S OFFICE UPDATE: The Clerk reported that almost 50% of registered voters have requested absentee ballots, and almost 50% of those have already returned ballots. A lot of people are stepping up as poll workers, including some Village residents, and she is working on plans to train them.
- V. BOARD REPORTS AND COMMUNICATIONS: None.
- VI. COMMITTEE REPORTS:
- A. Town Parks Committee: The committee recommended a budget of \$9,800 for 2021. An Eagle Scout has express interest in repairing park signs and other things. Hampton asked Dresen if he would accept a donation of hostas to plant around trees, but Dresen said they would be more trouble than they would be worth. Williams said that the new playground equipment at the Capitol View Park has changed the neighborhood, and there are always kids playing at the park.
- B. Joint Town/Village Fire Department Committee: A meeting is scheduled on October 12th to consider sign proposals.
- C. Joint Town/Village Landfill Monitoring Committee: The DNR is requiring installation of more passive venting due to the detection of methane. Tina Sebold from Strand Associates is putting a plan together for bids.
- VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:38 P.M.

RESOLUTION

RESOLUTION NO. 2020-10-05

RESOLUTION AUTHORIZING THE BORROWING OF \$156,356.00; PROVIDING FOR THE ISSUANCE AND SALE OF A GENERAL OBLIGATION PROMISSORY NOTE THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, the Town Board (the "Governing Body") hereby finds and determines that it is necessary, desirable and in the best interest of the Town of Collage Grove, Dane County(ies), Wisconsin (the "Issuer") to raise funds for the purpose of:

To Purchase patrol vehicle.

(the "Borrowing Purpose"); and

WHEREAS, the Governing Body hereby finds and determines that the Borrowing Purpose is within the Issuer's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, the Issuer is authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and issue general obligation promissory notes for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Authorization of the Note. For the purpose of paying the cost of the Borrowing Purpose, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of \$156,356.00 from Monona Bank (the "Lender") in accordance with the terms set forth herein.

Section 2. Issuance of the Note. To evidence such indebtedness, the Chairperson and the Clerk are hereby authorized, empowered and directed to make, execute, issue and deliver to the Lender for, on behalf of and in the name of the Issuer, a general obligation promissory note aggregating the principal amount of \$156,356.00 (the "Note").

Section 3. Terms of the Note. The Note shall be designated "General Obligation Promissory Note"; shall be dated the date of its issuance; shall bear interest at the rate of 1.990% per annum; and shall be payable as follows:

Borrower will pay this loan in accordance with the following payment schedule: 4 annual consecutive principal and interest payments of \$32,799.87 each, beginning March 15, 2021, with interest calculated on the unpaid principal balances at an interest rate of 1.990% per annum; and one principal and interest payment of \$32,798.14 on March 14, 2025, with interest calculated on the unpaid principal balances at an interest rate of 1.990% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Resolution Authorizing Borrowing.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 4. Prepayment Provisions. The Note shall have prepayment privileges on any principal or interest payment date on or after 10-06-2020.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be attached hereto and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the Issuer are hereby irrevocably pledged, and a direct annual irrepealable tax is hereby levied upon all taxable property of the Issuer. Said direct annual irrepealable tax shall be levied in the years and amounts as follows:

| Levy Year | Amount |
|-----------|-------------|
| 2020 | \$31,435.93 |
| 2021 | \$30,313.96 |
| 2022 | \$30,917.21 |
| 2023 | \$31,528.99 |
| 2024 | \$32,159.91 |

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Issuer levied in said years are collected. So long as any part of the principal of or interest on the Note remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on the Note when due, the requisite amount shall be paid from other funds of the Issuer then available, which sums shall be replaced upon the collection of the taxes herein levied. In the event the Issuer exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

Section 7. Debt Service Fund Account. There is hereby established in the Issuer's treasury a fund account separate and distinct from every other Issuer fund or account designated "Debt Service Fund Account for \$156,356.00 General Obligation Promissory Note." Such fund shall be maintained in accordance with generally accepted accounting practices. There shall be deposited in said fund account any premium plus accrued interest paid on the Note at the time of delivery to the Lender, all money or funds raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Note when the same shall become due and to retire the principal installments on the Note. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished. Sinking funds established for obligations previously issued by the Issuer may be considered as separate and distinct accounts within the Debt Service Fund Account.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Note.

Section 9. Arbitrage Covenant. The Issuer shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Note (the "Closing"), would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Issuer hereby covenants and agrees that so long as the Note remains outstanding, moneys on deposit in any fund or account created or maintained in connection with the Note, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Note to be an "arbitrage bond" within the meaning of the Code or Regulations.

RESOLUTION
(Continued)

Loan No: 10097277-99589

Page 2

The Clerk, or other officer of the Issuer charged with responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Issuer regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants: Exemption from Rebate: Qualified Tax-Exempt Obligation Status. The Issuer hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Note) to assure that the Note is an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout its term. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Note, shall provide appropriate certifications of the Issuer as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Issuer to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Note will continue to be an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

For Note Proceeds allocable to a Borrowing Purpose for new projects or acquisitions, the Issuer reasonably expects to:

- qualify for the small issuer rebate exception because it (including any entities subordinate to the Issuer) will issue no more than \$5,000,000 of tax-exempt obligations (including the Note(s)) during the current calendar year.
- qualify for the eighteen month rebate exception under Section 1.148-7(d) of the Regulations.
- qualify for the two-year rebate exception under Section 148(f)(4) of the Code.
- not qualify for an exception to rebate.

The Issuer hereby designates the Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Clerk or other officer of the Issuer charged with the responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, all as of the Closing.

Section 11. Execution of the Note. The Note shall be prepared in typewritten form, executed on behalf of the Issuer by the manual or facsimile signatures of the Chairperson and Clerk, sealed with its official or corporate seal thereof, if any, and delivered to the Lender upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery; provided that, if this is a refinancing, the refunding Note shall be immediately exchanged for the note being refinanced. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the delivery of the Note, such signatures shall nevertheless be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute all documents as may be necessary and convenient for effectuating the Closing.

Section 12. Payment of the Note. The principal of and interest on the Note shall be paid by the Clerk or Treasurer in lawful money of the United States.

Section 13. Registration and Transfer of Note. The Clerk shall keep records for the registration and for the transfer of the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. The Note may be transferred by the registered owner thereof by presentation of the Note at the office of the Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the Note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the Clerk, shall be made on such Note.

Section 14. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 15. Financial Reports. Officials of the Issuer are hereby authorized and directed, so long as the Note is outstanding, to deliver to Lender any audit statement or other financial information Lender may reasonably request and to discuss its affairs and finances with Lender.

Adopted and recorded this 5th day of October, 2020.

(Seal)

By: 
Kris Hampton, Chairperson

ATTEST:

By: 
Kim M. Banigan, Clerk

ISSUER'S CERTIFICATE




The undersigned is the duly qualified and acting Clerk of the Town of Cottage Grove, Dane County(ies), Wisconsin (the "Issuer") who hereby certifies to Monona Bank ("Lender") that:

I. ISSUER ORGANIZATION AND OFFICERS

1. At all times mentioned herein, the Issuer was duly organized, validly existing and operating as a town administered by a governing body composed of five (5) members (the "Governing Body"), who are listed below and were duly qualified and acting as such at all times mentioned in this Certificate:

Kris Hampton, Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee

2. The following named individuals whose authentic signatures are hereto subscribed, are the duly elected/appointed, qualified and acting officers of the Issuer presently holding the offices set forth opposite their respective names below:

| <u>Name</u> | <u>Office</u> | <u>Manual Signature</u> |
|----------------|---------------|---|
| Kris Hampton | Chairperson |  |
| Debra R. Abel | Treasurer |  |
| Kim M. Banigan | Clerk |  |

II. AUTHORIZATION OF THE NOTE: OPEN MEETING LAW COMPLIANCE

3. At a lawful, duly-convened open meeting of the Governing Body held at 4058 CTH N, Cottage Grove, WI 53527, Wisconsin at 7:00PM, on the 21st Day of September, 2020, at which Kris Hampton, Mike Fonger, Steve Anders, Kristi Williams, Mike DuPlayee of the members-elect of the Governing Body were present in person, a resolution authorizing the Issuer to borrow the sum of not to exceed \$156,356.00 and issue its General Obligation Promissory Note (the "Note") therefor pursuant to Section 67.12(12), Wis. Stats., (the "Resolution"), was, on motion duly made and seconded, adopted and recorded by the affirmative vote of 5 of the members of the Governing Body. Said meeting of the Governing Body was duly called, noticed, held and conducted in the manner established by the Governing Body and required by pertinent Wisconsin Statutes.

4. The Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting by (i) posting notice of the meeting; (ii) providing notice to those news media which have filed a written request for notice of meetings; (iii) providing notice to the official newspaper of the Issuer; and (iv) complying with special meeting requirements if said meeting was a special meeting.

5. The Resolution has been duly recorded in the minutes of said meeting, has not been amended or revoked, and, in all other respects, is in full force and effect on the date hereof and there is no proceeding of the Governing Body or Issuer electors in conflict with or in any way altering the effect of the Resolution. A true and correct copy of said Resolution is attached hereto as a part of the transcript of proceedings.

III. DEBT LIMIT COMPLIANCE

6. The full value of all taxable property located within the Issuer's boundaries, as last equalized for State purposes by the Wisconsin Department of Revenue, is \$499,405,700.00. The Department of Revenue Certificate of Equalized Value is attached hereto as a part of the transcript of proceedings.

7. The total outstanding general obligation indebtedness of the Issuer, howsoever incurred, including this Note, aggregates not more than \$1,009,752.66, determined as follows:

| <u>Amount</u> | <u>Description of Debt</u> |
|---------------|--|
| \$156,356.00 | Principal/Issue Amount |
| \$297,293.00 | Principal/Issue Amount dated 08/04/2020 |
| \$556,103.66 | Principal Amount of Note- McFarland State Bank |

IV. DELIVERY; RECEIPT; RECORD BOOK

8. I have delivered the Note to the Lender in the principal amount set forth in and duly authorized by the Resolution.

9. I have received the full principal amount of the Note issued to the Lender.

10. The Lender has complied in all respects with its agreement to lend money on the Note.

11. I have provided and kept and will keep a separate record book in which I have recorded a full and correct statement of every step or proceeding had or taken in the course of issuing the Note referred to herein. The Treasurer is prepared to keep a record of the Note received and returned to him or her.

V. NO LITIGATION

12. There is no legislation, reorganization, proceedings or order, controversy or litigation pending or threatened in any manner questioning or affecting the corporate existence of the Issuer; its boundaries; the right or title of any of its officers to his or her respective office; or the due authorization or validity of the Note referred to herein, the Resolution or any of the taxes heretofore levied by the Issuer.

VI. FACTS AND REASONABLE EXPECTATIONS RELATING TO ARBITRAGE REQUIREMENTS

13. The certifications made in this Section VI of this Certificate are being made pursuant to Section 1.148-1 through 1.148-11 of the Income Tax Regulations and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Regulations" and "Code," respectively).

14. The Issuer is a governmental unit with general taxing powers.

15. All of the proceeds of the Note (the "Note Proceeds") shall be used for governmental purposes of the Issuer. None of the Note Proceeds will be used (directly or indirectly) in a trade or business carried on by any person (other than a governmental unit), and none of the payments on the Note are (directly or indirectly): (a) secured by any interest in property used or to be used for a trade or business or payments in respect of such property; or (b) derived from payments (whether or not to the Issuer) in respect of property or borrowed money, used or to be used for a trade or business.

16. None of the Note Proceeds will be used (directly or indirectly) to make or finance loans to persons other than government units.

17. The estimated total cost of the Borrowing Purpose is \$156,356.00. "Borrowing Purpose" has the meaning given in the attached Resolution.

18. The Note Proceeds and earnings on temporary investment thereof will not exceed the amount necessary for the Borrowing Purpose by more than the lesser of \$100,000 or Five Percent (5%) of the Note Proceeds.

19. If the Borrowing Purpose includes funding new projects or acquisitions:

a) The Note Proceeds and any money received from the investment or reinvestment of Note Proceeds, and from investment of money derived from such investments, will be expended on the costs of the Borrowing Purpose within three (3) years from the date of this Certificate.

b) The Issuer has heretofore entered into some substantial binding obligations for the Borrowing Purpose and will, within six (6) months of the date of this Certificate, enter into additional substantial binding obligations requiring payment by the Issuer of not less than Five Percent (5%) of the Note Proceeds.

c) Work on some elements of the Borrowing Purpose has begun. Work on all elements of the Borrowing Purpose will proceed with due diligence to completion.

d) The Issuer reasonably expects to:

qualify for the small issuer rebate exception because it (including any entities subordinate to the Issuer) will issue no more than \$5,000,000 of tax-exempt obligations (including the Note) during the current calendar year.

qualify for the eighteen month rebate exception under Section 1.148-7(d) of the Regulations.

qualify for the two-year rebate exception under Section 148(f)(4) of the Code.

not qualify for an exception to rebate.

20. If the Borrowing Purpose includes refunding outstanding obligations of the Issuer:

a) The obligations being refunded will be discharged within 30 days of the date hereof.

b) There are no remaining original or investment proceeds of the obligations being refunded, so that there are no "transferred proceeds" with respect to the Note.

c) All of the Note Proceeds will be expended within six months of the date hereof.

d) The Issuer expected on the date the obligations being refunded were issued that at least 85% of the spendable proceeds of the refunded obligations would be used to carry out the governmental purposes of those obligations within a three year period beginning on such date, and not more than 50% of

the proceeds of the refunded obligations were invested in investments having a substantially guaranteed yield for four years or more.

21. None of the Note Proceeds will be invested in a reserve or replacement fund.

22. There are no other obligations of the Issuer which (a) were sold at substantially the same time as the Note; (b) were sold pursuant to a common plan of financing together with the Note; and (c) will be paid out of substantially the same source of funds as the Note.

23. None of the Note Proceeds are being invested in investments having a substantially guaranteed yield for a period of four years or more.

24. The issuance of the Note is not a transaction or part of a series of transactions which the Issuer has employed that attempts to circumvent the Regulations or Code for the purpose of enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and which increases the burden on the market for tax-exempt obligations.

VII. BONA FIDE DEBT SERVICE FUND ACCOUNT

25. The Issuer has created a segregated debt service fund account pursuant to Section 7 of the Resolution (the "Debt Service Fund Account").

26. The Debt Service Fund Account shall be used primarily to achieve proper matching of revenues and debt service within each note year. Amounts deposited in the Debt Service Fund Account will be depleted at least once a year except for a reasonable carryover amount which will not exceed the greater of (a) one year's earnings on such funds, or (b) one-twelfth of the annual debt service on the Note.

27. The Issuer does not anticipate that the earnings on amounts in the Debt Service Fund Account will ever exceed \$100,000 in any note year.

28. Other than the Debt Service Fund Account, the Issuer has not created or established, and does not expect to create or establish, any sinking or other similar account which is reasonably expected to be used to pay debt service on the Note or which is pledged as collateral for the Note or to replace funds that will be used to pay debt service on the Note.

VIII. QUALIFIED TAX-EXEMPT OBLIGATIONS

29. The Note constitutes a "qualified tax-exempt obligation" as that term is defined in the Code in that:

a) as described in Paragraphs 15 and 16 of this Certificate, the Note is not a "private activity bond" as defined in the Code;

b) the Issuer has designated the Note as a "qualified tax-exempt obligation";

c) The Note, together with any other obligations heretofore designated as "qualified tax-exempt obligations" during the current calendar year, aggregate less than \$10,000,000; and

d) The Issuer does not reasonably expect to issue more than \$10,000,000 of obligations which are designated as "qualified tax-exempt obligations" during the current calendar year.

IX. MISCELLANEOUS

30. The payment of principal or interest with respect to the Note will not be guaranteed, either directly or indirectly, in whole or in part, by the United States or any agency or instrumentality thereof. None of the Note Proceeds will be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, except for proceeds invested during permitted temporary periods or in the debt service fund for the Note or as otherwise permitted under Section 149(b)(3) of the Code.

31. With respect to a Borrowing Purpose that includes funding for new projects or acquisitions, any expenditures already paid by the Issuer for which the Issuer is to be reimbursed with Note Proceeds (a) were paid no more than 60 days before the date on which the Issuer adopted the resolution authorizing the issuance of the Note or stating its intention to reimburse itself from the Note Proceeds for any expenditures relating to said new projects or acquisitions which it paid from other funds prior to receipt of the Note Proceeds, or (b) are preliminary expenditures relating to said new projects or acquisitions (such as architectural, engineering, surveying, soil testing and similar costs but not including land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the issue price of the Note.

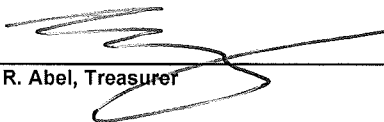
The undersigned hereby certifies that the above-stated facts are true and correct and the above-stated expectations of the Issuer are reasonable, and there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity effective as of the original date of issue of the Note.

By: 
Kim M. Barigan, Clerk

Approved as correct:

By: 
Kris Hampton, Chairperson

By: 
Debra R. Abel, Treasurer

GENERAL OBLIGATION PROMISSORY NOTE

UNITED STATES OF AMERICA STATE OF WISCONSIN TOWN OF COTTAGE GROVE

original date of issue:

10-06-2020

REGISTERED OWNER: Monona Bank

PRINCIPAL AMOUNT: ONE HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED FIFTY-SIX & 00/100 DOLLARS
(\$156,356.00)

Section 1. Payment Schedule. KNOW ALL MEN BY THESE PRESENTS, that the Town of Cottage Grove, Dane County(ies), Wisconsin (the "Issuer"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner identified above, or to registered assigns, (the "Lender") the principal amount identified above, payable with interest at the rate of 1.990% per annum as follows:

Borrower will pay this loan in accordance with the following payment schedule: 4 annual consecutive principal and interest payments of \$32,799.87 each, beginning March 15, 2021, with interest calculated on the unpaid principal balances at an interest rate of 1.990% per annum; and one principal and interest payment of \$32,798.14 on March 14, 2025, with interest calculated on the unpaid principal balances at an interest rate of 1.990% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Both the principal of and interest on this Note are payable to the Lender in lawful money of the United States at the office of the Lender. Payment of the last installment of principal of this Note shall be made upon presentation and surrender hereof to the Issuer's Clerk or Treasurer.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 2. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5.000% of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate of 18.000% per year, computed on the basis of a 365 day year. Issuer agrees to pay a charge of \$15.00 for each check presented for payment under this Note which is returned unsatisfied.

Section 3. Security. For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

Section 4. Purpose and Authorization. This Note is issued pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the "Borrowing Purpose" as defined and authorized by a resolution of the Issuer's Town Board (the "Governing Body") duly adopted at a meeting held on 09-21-2020. Said resolution is recorded in the official minutes of the Governing Body for said date.

Section 5. Prepayment. This Note is subject to redemption prior to maturity on any principal or interest payment date on or after 10-06-2020, at the unpaid principal amount thereof, plus accrued interest to the date of redemption. All prepayments, if applicable, shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

Section 6. Transferability. This Note is transferable by a written assignment, in a form satisfactory to the Issuer's Clerk, duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note may be issued to the transferee in exchange hereof if requested by said transferee. The Issuer may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, and interest due hereon and for all other purposes, and the Issuer shall not be affected by notice to the contrary.

Section 7. Certifications. It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Issuer, including this Note, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the Issuer has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 8. Default. Upon the occurrence of any one or more of the following events of default, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable: (a) Issuer fails to pay any amount when due under this Note or under any other instrument evidencing any indebtedness of Issuer to Lender; (b) any representation or warranty made under this Note or information provided by Issuer to Lender in connection with this Note is or was false or fraudulent in any material respect; (c) a material adverse change occurs in Issuer's financial condition; (d) Issuer fails to timely observe or perform any of the covenants or duties in this Note; (e) an event of default occurs under any agreement securing this Note; or (f) Lender deems itself insecure. The unpaid balance shall automatically mature and become immediately payable in the event Issuer becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

Section 9. Issuer Obligations. Issuer agrees to pay all costs of collection before and after judgment, including, without limitation, reasonable attorney's fees (including those incurred in successful defense or settlement of any counterclaim brought by Issuer or incident to any action or proceeding involving Issuer brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Wis. Stat. § 893.80, Issuer agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this Note or the activities of Issuer. This indemnity shall survive payment of this Note. Issuer acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to Issuer for, the collectability or enforceability

**GENERAL OBLIGATION PROMISSORY NOTE
(Continued)**

Loan No: 10097277-99589

Page 2

of this Note or the financial condition of Issuer. Issuer has independently determined the collectability and enforceability of this Note. Issuer authorizes Lender to disclose financial and other information about Issuer to others.

Section 10. Waiver. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this Note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Note preclude any other or further exercise of the right or the exercise of any other right.

Section 11. Rights of Lender. The remedies provided in this Note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of Issuer, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Without affecting the liability of Issuer, Lender may from time to time, without notice, renew or extend the time for repayment subject to the time limits prescribed in Wis. Stat. § 67.12(12).

Section 12. Venue: Interpretation. Unless otherwise prohibited by law, the venue for any legal proceeding relating to collection of this Note shall be, at Lender's option: (a) the county in which Lender has its principal office in this state; (b) the county in which Issuer is located; (c) or the county in which this Note was executed by Issuer. This Note is intended by Issuer and Purchase as the final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing. This Note benefits Lender, its successors and assigns and binds Issuer and its successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

ERRORS & OMISSIONS. The undersigned Issuer for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor.

In the event any of the documents evidencing and/or securing the above referenced loan misstate or inaccurately reflect the true and correct terms and provisions of the loan and said misstatement or inaccuracy is due to unilateral mistake on the part of the Lender, mutual mistake on the part of the Lender and Issuer or clerical error, then in such event Issuer shall upon request of Lender and in order to correct such misstatement of inaccuracy, execute such new documents or initial such corrected original documents as Lender may deem necessary to remedy said inaccuracy or mistake and Issuer's failure to initial or execute such documents as requested shall constitute a default under the note evidencing the deed of trust/mortgage or security agreement securing the loan. Issuer agrees to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with Lender's requests within thirty (30) days.

In the event any of the documents anticipated to be executed at closing, whether pursuant to the Commitment Letter, or required by Lender's counsel, is not executed at the time of closing, Issuer shall execute or cause the same to be executed when said documents are provided. If any of the documents contain misstatements or inaccuracies, the foregoing paragraph shall apply.

FINANCIAL COVENANTS & RATIOS. Issuer shall furnish to Lender the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, a balance sheet and income statement for the year ended, audited and prepared by Issuer.

IN WITNESS WHEREOF, the Issuer, by its Governing Body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Chairperson and Clerk or persons authorized by law to sign on their behalf, and to be sealed with its official or corporate seal, if any, all as of the original date of issue identified above.

TOWN OF COTTAGE GROVE, WISCONSIN:

(Seal)

By: 
Kris Hampton, Chairperson

By: 
Kim M. Banigan, Clerk

REGISTRATION

This Note shall be registered in registration records kept by the Clerk of the Issuer, such registration to be noted in the registration blank below and upon said registration records, and this Note may thereafter be transferred only in accordance with the terms of this Note, such transfer to be made on such records and endorsed hereon.

| <u>Date of Registration</u> | <u>Name of Lender</u> | <u>Signature of Clerk</u> |
|-----------------------------|-----------------------|---------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

INVESTMENT REPRESENTATION

The undersigned duly authorized officer of Monona Bank ("Lender") located in Monona, Wisconsin, hereby certifies with respect to the purchase of that certain \$156,356.00 Promissory Note dated October 6, 2020, issued by the Town of Cottage Grove, Dane County(ies), Wisconsin, that the Lender is purchasing said note for investment purposes and will not resell said note, except to another depository institution or depository institutions which will also make this certification. This Investment Representation is dated October 6, 2020.

LENDER:

MONONA BANK

By: _____
Laura J. Peterson, Senior Vice President



Business Online Banking Maintenance
Send to BSSupport@mononabank.com

Date 10/06/2020 Submitted By Ann Mallow Ext. 2309 Branch BR

COMPANY INFORMATION

Company Name Town of Cottage Grove
Customer (CIS) # 32240
Tax ID Number 39-6005842

CURRENT INFORMATION

CHANGE TO

Company Phone Number 608-839-5021
Company eMail Address treasurer@towncg.net
Address 4058 County Rd N Cottage Grove WI 53527-9503
Profile Type Business Select
Main Billing Account # 129510

DELETE ONLINE PROFILE

ADMINISTRATOR INFORMATION

CURRENT INFORMATION

CHANGE TO

Administrator Name Debra Abel Leave as is
Administrator Phone #s W: C: W: C:
Secondary Admin Name
Secondary Admin Phone #s W: C: W: C:

Acct # and Name DEPOSIT ACCOUNTS Add Mobile/RDC

Select Select Select

LOAN ACCOUNTS

Add Acct 10097277 note 99589 Select Select

CREDIT CARDS

Select Select Select

ADDITIONAL SERVICES

BILL PAYMENT (\$0.50 per transaction) Cancel Service

Accounts
Bill Pay Limit Default Select Reason (Required):

ACKNOWLEDGEMENT

By signing below, I hereby acknowledge receipt of the Monona Bank Online: Business Agreement.

| | |
|--|---|
| Town of Cottage Grove | MONONA BANK |
| Date: 10/6/2020 | Date: |
| Signature: | Signature: |
| Name & Title: Kris Hampton Chairperson | Name & Title: Laura Peterson, Senior Vice President |

BUSINESS SERVICES USE ONLY

COMPOSITE EXISTS: If yes, see XAA Pricing Form

Completed By: Date: Verified By: Date:

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
OCTOBER 19, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams (virtually) and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen, Deputy Jennifer Grafton and Town Engineer Nick Bubolz. Atty. William Cole was present virtually through item II. B.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the October 5, 2020 Town Board Meeting as printed. **MOTION CARRIED 5-0.**
- D. Finance Report and Approval of Bills:
 - 1) **MOTION** by DuPlayee/Fonger to approve payment of bills corresponding to checks #34117-34199. **MOTION CARRIED 5-0.**
 - 2) **MOTION** by Anders/DuPlayee to approve payment of \$13,803.72 to General Engineering Company for September building permits. **MOTION CARRIED 5-0.**
 - 3) The Treasurer said she had placed preliminary 2021 budget materials at the board members' places at the table, and October per diems should be submitted by Friday October 30th.
- E. Public Concerns: None.
- F. Road Right of Way Permits: None.

II. BUSINESS:

- A. Review September Police activities: There were 171 calls for service and 50 citations issued in September. DuPlayee said the new stop signs on Sandpiper are doing nothing to stop cars. He said his son counted 19 cars today rolling through them. Deputy Grafton said she will spend more time enforcing them, although she does think traffic is reduced due to people avoiding the street because of the stop signs. She said a lot of the violators live on that road. DuPlayee said late afternoons are the worst. Speed enforcement was also discussed. Deputy Grafton suggested that the Deputies could occasionally overlap their shifts for team enforcement of areas that it is difficult for one person to enforce without being seen. Fonger brought up an earlier conversation about lower thresholds for issuing tickets. She said that while she will do what the Town Board asks, and is fine with issuing warnings, she feels that issuing citations for under 8 mph over the limit will be construed as harassment and lead to the deputies and Town getting a bad name.
- B. Discuss/Consider stop work order for Kennedy Hills Subdivision: Developer David Riesop and realtor David Dinkel were in attendance. Riesop said that some progress has been made on the plan sets since the last meeting, and the today's review letter from Matt Rice at Dane County Highways has a short list but still has items to be addressed. With snow in the forecast, he is anxious to finish the road. Dinkel shared an aerial photo of the development. He said they need another day to get the rest of the gravel down. There is erosion control to finish up and all kinds of smaller things but the bigger things are done. If many more days are missed, they won't be able to get the blacktop base coat down this year. He feels they are in strong compliance, that while there is still work to be done on the plan set, the major components are there and the intersection is not set for construction until May-June of 2021.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
OCTOBER 19, 2020

He also said there are interested buyers for the lots. Bubolz said the letter of credit amount is still adequate, there is still 15% of the 20% contingency, plus phase 1 is over 50% completed.

Atty. Cole said the plans are very close, with only about a dozen fairly minimal issues. He thought Town Board could release the stop work order, however the contract is very clear that timing of approval of the intersection plans is of the essence. If the board were to remove the stop work order, he recommended a clear deadline be set, perhaps 30 days, and if approval is not given by then, the stop work order will go back into effect. Anders was concerned that they will be done with the work within 30 days anyway, and there will no longer be any incentive to meet the 30-day deadline. He suggested 14 days might be more appropriate. Riesop did not know if they could meet a 14-day deadline because of the time needed for the County to review it. **MOTION** by Fonger/DuPlayee to allow work to proceed, but if approval is not granted by Dane County in 30 days, the stop work order will go back into effect. **MOTION CARRIED 4-1** (Anders opposed). Riesop asked what constitutes approval? Hampton said it includes everything that Dane County Highways needs to grant their approval.

- C. Discuss/Consider whether letter of credit for Kennedy Road intersection improvements is adequate. This was discussed in B. above.
- D. Discuss/Complete 2021 insurance renewal questionnaire: Consensus was to increase the real property value of the garage to \$450,000 and personal property at the garage to \$50,000.
- E. Discuss/Consider quotes for lease of a new multi-function copy/fax/scan machine: Three companies provided quotes:
 - 1) Gordon Flesch:
 - a) Ricoh IM C2500, 25 images per minute, 0.051/color copy, .0107 per BW copy, \$127.52 per month.
 - b) Canon iR ADV DX C3730i, 30 images per minute, .065/color copy, .0106/BW copy, \$112.00/month.
 - 2) Corporate Business Systems: Ricoh IM C2000, 20 images/minute, .062/color copy, .0087/BW copy, \$110/month
 - 3) DiMax: HP 77422dn, 22 images per minute, .05/color copy, .01/BW copy, \$73/month.Features vs. cost were discussed, with the Canon offering features not available on the other models. **MOTION** by Williams/DuPlayee to accept the quote from Gordon Flesch Company for the Canon iR ADV DX C3730i. **MOTION CARRIED 4-1** (Fonger opposed).
- F. Discuss/Consider approval of quotes for home office equipment for Treasurer: The Treasurer has been using her personal laptop to remote-in to her office computer. She said office equipment for working remote due to COVID-19 is reimbursable under the Routes to Recovery program, and having a bigger computer and a printer would make her job easier. Quotes were presented for an all-in-one computer for \$589.00 from Horstman Networks, Inc., and a HP M203dw laser printer from Amazon for \$169.00. **MOTION** by Hampton/DuPlayee to approve purchase of the computer and printer as quoted, to be submitted under the Routes to Recovery grant. **MOTION CARRIED 5-0**.
- G. Discuss/Consider approval of purchasing UV lights for the police station and Town Hall/Office: **MOTION** by Anders/DuPlayee to purchase two 150W UV no-ozone lights from Amazon at \$345.04 each, one for the Town Hall and one for the Police Station. **MOTION CARRIED 5-0**. Plans are to submit the cost under the Routes to Recovery grant.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
OCTOBER 19, 2020

- H. Discuss/Consider whether to allow in-person payment of property taxes: The Clerk and Treasurer said that while in recent years, the trend has been more toward taxpayers coming in to pay vs. mailing payment, with COVID-19 and the Treasurer working from home some of the time, they would prefer to not have the daily traffic in the office. **MOTION** by Williams/Anders to write the annual tax bill enclosure letter to strongly encourage payment by mail or via the drop box at the Town Hall, urge taxpayers to provide both phone and email contact information, and offer receipts by email. **MOTION CARRIED 5-0.**
- I. Discuss/Consider temporarily suspending cap on employee vacation accrual: The Clerk said that with COVID-19 leading to the Treasurer working from home some of the time, and all of extra work with all of the absentee voters this year, she has been unable to find opportunities to use her vacation this time. The Treasurer has been taking hers a couple of hours at a time just to use it up before she loses it with no opportunity to really get away either. The Clerk suggested the cap be suspended until the end of next summer, assuming one will be able to cover for the other again when the pandemic clears. The other alternative would be for the Town to pay out vacation that cannot be used. **MOTION** by Williams/Anders to suspend the vacation cap until September 1, 2021. **MOTION CARRIED 5-0.**
- J. Consider/Adopt motion to move into closed session per Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session: boundary agreement discussion: **MOTION** by Hampton/? to move into closed session for the reason stated above. **MOTION CARRIED 5-0 by roll call vote.** The closed session began at 8:43 P.M.
- K. Consider/Adopt motion to reconvene to open session to take any action necessary from closed session. **MOTION** by Anders/DuPlayee to reconvene to open session. **MOTION CARRIED 5-0** by roll call vote. The closed session ended at 9:25 P.M. and there was no resulting action taken.

(Items III. – V. were taken before the closed session)

- III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: He has mapped the speed zones so they can be forwarded to the County Highway Department to find out if proper studies have been done. The old plow truck is out in front of the garage with a for sale sign, and there have been quite a few lookers
- IV. CLERK'S OFFICE UPDATE: She has been busy with training new election workers, sending out absentee ballots, and answering lots of questions about the election over the phone. Absentee voting in the Clerk's office starts tomorrow.
- V. BOARD REPORTS AND COMMUNICATIONS: None.
- VI. COMMITTEE REPORTS:
 - A. Joint Town/Village Fire Department Committee: A new sign was approved but zoning of the Emergency Services Building must be changed first.
 - B. Deer-Grove EMS Commission: All three municipalities have approved the 2021 budget. A sub-committee for long term staffing plans will be created in January. Volunteer EMT Tom Miles retired after 30 years, and Lt. Jerry McMullen is now Chief of Monona Fire/EMS.
- VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 9:25 P.M.

Kim Banigan, Clerk
Approved 11-02-2020

TOWN OF COTTAGE GROVE
SPECIAL TOWN BOARD MEETING
OCTOBER 28, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

1. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen, Judge April Hammond-Archibald, Court Clerk Vicki Anderson, and Highway Patrolmen Dan Anderson and Justin Madsen. Engineer Nick Bubolz attended virtually for item 7.
2. Hampton called the meeting to order at 7:00 P.M.
3. Discuss/Consider adoption of Ordinance 2020-10-28 Restricting Carrying of Firearms in Town Facilities: Anders asked what precipitated this request. The Clerk said several of the poll workers had asked the Board to consider posting to prohibit guns in the polling place, and this ordinance was what Atty. Cole drafted in response. Anders and Fonger both thought concealed carrying in Town facilities is not a problem. Anders said that no one would ever notice a properly concealed weapon, and a sign would not deter anyone intent on causing harm. DuPlayee disagreed. Hampton noted that open carry is prohibited in government buildings, and Anders and Fonger both said they are not in favor of open carry. The proposed ordinance would prohibit concealed carry. Hampton brought up the topic of immunity, and the Clerk said that she understood the advice from Atty. Cole to be that by posting to prohibit concealed carry, the Town would lose its immunity in the event that someone was injured by a gun-related event. Kathy Christoph, Chief Inspector for the second shift on November 3rd, was present virtually and said she was concerned about open carry outside of the building, i.e. the parking lot. Hampton clarified that the proposed ordinance only dealt with the buildings. If there was any disruption in the parking lot, law enforcement would need to be involved. **MOTION** by Fonger/Anders to NOT adopt the ordinance to restrict carrying of firearms in Town facilities. **MOTION CARRIED 3-2** (DuPlayee and Williams opposed).
4. Review of Town Fees as per TCG Ord. Sec. TCG Ord. sec. 07.01(2)(a): Consensus was to increase the Change of Land Use fee to \$300, Eliminate the Foam "A" and "B" charges under Emergency Response Reimbursement Fees and just have one Foam fee at an amount to be determined by the Fire Chief.
5. CONSIDER/ADOPT MOTION TO MOVE INTO CLOSED SESSION PURSUANT TO WISCONSIN STATUTE 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: 2021 Employee Compensation: **MOTION** by Williams/DuPlayee to enter into closed session for the reason stated above. **MOTION CARRIED 5-0 by roll call vote.** The closed session began at 6:55 p.m. (gotomeeting audio and video and video were muted during the closed session).
6. CONSIDER/ADOPT MOTION TO RECONVENE TO OPEN SESSION to take any action necessary from closed session: **MOTION** by Anders/Williams to reconvene to open session. **MOTION CARRIED 5-0 by roll call vote,** the closed session ended at 7:00 P.M. and there was no action taken as a result other than the agreed upon increased being figured into the budget worksheet.
7. Discuss/Consider approval of Proposal for GIS Mapping ArcGIS Online Conversion: The proposal said the subscription-based service would allow viewing, editing and maintenance tracking of various features. A tablet with a data plan was recommended for using it. The proposal estimated setup fees of \$4,000 - \$5,000 with a yearly subscription fee of \$700-\$1,000. **MOTION** by DuPlayee/Williams to budget \$7,000 in 2021 to cover the setup and subscription fees and a tablet for Dresen to use it with. **MOTION CARRIED 5-0.**

TOWN OF COTTAGE GROVE
SPECIAL TOWN BOARD MEETING
OCTOBER 28, 2020

8. Discuss/Consider Town budget for Fiscal Year 2021: The Treasurer had prepared a budget worksheet using best estimates available to her, which she presented on the screen, and made adjustments as they were discussed.
- a. Revenue Estimates: The Clerk noted that Business and Occupational licenses should be reduced since Country Corners is no longer in business. Anders will clarify the Village Landfill Payment amount. The Village Emergency Gov't payment amount was eliminated since there is no longer a joint committee. Other financing sources included \$9,000 for the sale of two mowers and \$350,000 in short term promissory note proceeds for highway maintenance projects. Total revenue after the changes was \$3,026,825.71.
 - b. Expense Estimates: Options were presented by Town Planner Mark Roffers to perform a full update of the comprehensive plan over either one or two years. Consensus was to put \$25,500 in the budget to do the full update in 2021. Office equipment maintenance and purchases were increased to \$1,200 and \$2,300 respectively to account for the new copier lease and anticipated higher use of color copies with the comprehensive plan revision. There was a discussion about the Judicial Expenses line item at \$5,000 when only \$710 has been used so far this year. Hammond-Archibald said it was \$5,000 in 2020 in anticipation of additional expenses due to the transition in court clerks. She thought it could be put back down to the prior level of \$4,500. The Treasurer said that is what was previously budgeted, but not what was necessarily spent. Hammond-Archibald said that COVID-19 has led to more paper correspondence, and there have been an unusual number of trials this year, so she felt the buffer was appropriate. Legal expenses were discussed, with Town Board Legal expenses were discussed with consensus finally settling on \$20,000 for Town Board and \$15,000 for court legal expenses. The Clerk said elections will be similar to 2019 with the addition of more absentee voters if COVID-19 persists. She estimated election wages at \$1,800 and supplies at \$1,500. Deputy French had provided estimates for a speed board and car port. Neither of these were included in the budget.
 - c. Capital Expenditures: Capital outlay included \$51,000 for two new mowers and a center striping machine, which Dresen said would pay for itself in 2 years compared to contracting. \$15,500 was budgeted to replace the deck at Flynn Hall.
 - d. Use of Surplus Funds: \$70,000 of unassigned funds were budgeted for the 2021 revaluation. After all adjustments were made, the budget showed an excess of \$13,367.42. Consensus was to put this in Town Board Legal Expenses in case it would be needed for drafting of a boundary agreement.

MOTION by DuPlayee/Williams to forward the budget as discussed to public hearing. **MOTION CARRIED 5-0.**

9. Set the date for:
- a. A Public Hearing for the Town of Cottage Grove Budget for Fiscal Year 2021.
 - b. A Special Meeting of the Electors, pursuant to s.60.12(1)(c), Wis. Stat., to adopt the 2020 town tax levy to be paid in 2021 pursuant to s.60.10(1)(a), Wis. Stat.

MOTION by DuPlayee/Fonger to hold the public hearing and special meeting of the electors at 7:00 P.M. on Monday, December 7th. **MOTION CARRIED 5-0.**

10. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:37 P.M.

Kim Banigan, Clerk

Approved 11-02-2020

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
NOVEMBER 2, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams (virtually) and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen
- B. Hampton called the meeting to order at 7:04 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Fonger/DuPlayee to approve the open session minutes from the October 19, 2020 and October 28, 2020 meetings as presented. **MOTION CARRIED 4-0.** (Audio difficulties prevented Williams from hearing this portion so she did not vote.) Closed session minutes will be held until Williams is personally present.
- D. Finance Report and Approval of Bills:
 - 1) **MOTION** by DuPlayee/Anders to approve payment of bills corresponding to checks #34200-34229 as presented. **MOTION CARRIED 5-0.**
 - 2) **MOTION** by Anders/DuPlayee to approve payment of October per diems as presented. **MOTION CARRIED 5-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: **MOTION** by Anders/DuPlayee to approve a permit for Frontier to bury service on Uphoff Road. **MOTION CARRIED 5-0.**

II. BUSINESS:

- A. Discuss/Consider Town participation in UpNetWI's application for PSC Broadband Expansion Grant funding of fiber and fixed wireless internet service to portions of the Town: Martin DeLuca of UpNetWI was present virtually. He had provided maps of a proposed project that would make fiber internet available to 80+ homes and businesses in the area of Vilas Hope Road, Jahnke Road, Gala Way, Coyt Dr, County AB, Femrite Dr, South Hope Road, Wittewood Ln, and part of Hope Road. He explained that the fiber would connect via a transit provider (TDS or Charter) to the Madison Internet Exchange. He already has seen a lot of community support in that area. He plans to submit this project proposal for PSC Broadband Expansion Grant funding by the upcoming December 1st deadline, and is looking for a showing of support from the Town. In addition to an official letter of support, he said the PSC likes to see the municipality have some "skin in the game" including in-kind transfers such as waiving of boring fees, and the pledge of a monetary contribution if the grant is awarded. Williams asked about the Uphoff Road area where the original request had come from, DeLuca said he is working on that one as well but the small number of possible homes to service does not bode well for a grant there. Hampton asked about service to businesses on North Star Road, DeLuca thought that area could already be serviced through fixed wireless. **MOTION** by Williams/DuPlayee for the Town to send a letter in support of the project, and a pledge to waive boring fees if the grant is approved. **MOTION CARRIED 5-0.** The discussion then turned to a monetary contribution by the Town. Fonger wanted to know how the project got from fixed wireless to fiber. DeLuca said that there are too many trees in the area, and the proximity of a transit provider offers a better solution. **MOTION** by Williams/Anders to pledge a \$5,000 contribution from the Town if the grant is approved. **MOTION CARRIED 3-2** (Fonger and DuPlayee opposed).

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
NOVEMBER 2, 2020

- B. Discuss/Consider revisions suggested by the Village of Cottage Grove to the Lease and Cooperative Use Agreement Regarding Flynn Hall: The Village's suggested revisions suggested a 2-year term for the lease with any party allowed to withdraw after providing notice to the other parties within 12 months of the withdrawal date. It clarified maintenance and operating costs, excluding any repairs, upgrades or renovations from the shared expenses, and capped the shared operating costs at \$7,500. Fonger suggested keeping the agreement at 10 years, with any party allowed to opt out as of December 31st of the year notice is provided to the other parties by February 1st. Further discussion led to a **MOTION** by Anders/DuPlayee to not accept the Village's proposed revisions, but rather have the Town and Lions Club take over responsibility for Flynn Hall. Non-profit groups could continue to use at no charge, Village residents and programs would pay the non-resident fee. If the Village has an alternate proposal, the Town Board will consider it. **MOTION CARRIED 5-0.**
- C. Discuss/Consider Amendment No. 2 to the October 4, 2019 Agreement for 2020 Services Natvig Road Landfill: Anders explained that the additional \$14,500 in compensation would cover development of a plan of action to submit to the DNR for the remediation needed to bring the methane levels in gas probe 9 into compliance. The amount would be split 50:50 with the Village. **MOTION** by Anders/DuPlayee to approve amendment to the Agreement for 2020 services as presented. **MOTION CARRIED 5-0.**
- III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen said they have been getting the garage ready for the election. They are finished mowing and snow equipment has been put on the trucks. The 2005 patrol truck is sold, the new truck should be here soon. They will be working on cutting trees in the parks.
- IV. CLERK'S OFFICE UPDATE: Election preparations are keeping her very busy, including 536 early voters in her office between October 20th and 30th.
- V. BOARD REPORTS AND COMMUNICATIONS: None.
- VI. COMMITTEE REPORTS: none.
- VII. Consider/Adopt motion to move into closed session per Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session: boundary agreement discussion: **MOTION** by Anders/DuPlayee to move into closed session for the reason stated above. **MOTION CARRIED 5-0 by roll call vote.** The virtual meeting was ended, and everyone except the Town Board and Clerk left the meeting. The Closed session began at 8:25 P.M.
- VIII. Consider/Adopt motion to reconvene to open session to take any action necessary from closed session. **MOTION** by Anders/DuPlayee to reconvene to open session. **MOTION CARRIED 5-0 by roll call vote.** The closed session ended at 8:57 P.M. and there was no resulting action taken.
- IX. Adjournment: **MOTION** by DuPlayee/Anders to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:57 P.M.

Kim Banigan, Clerk
Approved 11-16-2020

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
NOVEMBER 16, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen and Deputy Jennifer Grafton.
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the open session minutes from the November 2, 2020 meeting as presented. **MOTION CARRIED 5-0.** The Clerk forgot to bring the closed session minutes from the last few meetings, so they will have to wait until next time.
- D. Finance Report and Approval of Bills:
 - 1) **MOTION** by DuPlayee/Anders to approve payment of bills corresponding to checks #34230-34289 as presented (#34190 was issued as a replacement to #34264 that was made out to the wrong vendor). **MOTION CARRIED 5-0.**
 - 2) The Treasurer stated she held off on preparing a payment check to General Engineering for October building permits until a discrepancy in the October permit report is corrected. She asked for November per diem reports by December 4th.
- E. Public Concerns: None.
- F. Road Right of Way Permits: None.

II. BUSINESS:

- A. Review October Police Activity: The monthly report showed 174 calls for service and 78 citations issued in October. Deputy Grafton said enforcement of the stop signs on Sandpiper Trail is starting to change behavior of traffic there, reflected by both compliance with the stop signs and in a reduction of traffic on the road. DuPlayee agreed, but said there is still a problem with bigger trucks. Deputy Grafton said her new squad car is great, but she just hit her third deer of the year with it. Damage is minor, limited to the bumper and a spring. Hampton asked her what she knew or thought about ATV routes on Town roads. She said the Sheriff's office has a team dedicated to that and she will get some information from them. Possibly a team member could come to a Town Board meeting.
- B. Discuss/Consider funding for replacement AED at Flynn Hall: Hampton said it is only the battery that needs to be replaced. **MOTION** by DuPlayee/Williams to accept the quote from AED Superstore for a replacement battery at a cost of \$130.20, to come out of unassigned funds. **MOTION CARRIED 5-0.**
- C. Discuss/Consider rescinding Ordinance 2020-08-03 Amending the Comprehensive Plan and referring the Comprehensive Plan Amendment back to the Plan Commission: The County Zoning and Land Regulation Committee voted to deny the Comprehensive Plan Amendment and felt that the Town should review and act on the Comprehensive Plan in its entirety, not just approve portions of the plan. Fonger expressed frustration over the ZLR's action which he supposed was related to less than unanimous approval at the Town level. He asked Anders why he opposed the amendment, and Anders said it was the Neighborhood Development Area on Skarstinden Road area he could not go along with. He supported creation of additional lots there, but at a 1:1 ratio as the other lots there had been created, not at an 8:1 ratio as a Neighborhood Development Area would allow. Hampton suggested rescinding the adoption ordinance and sending the amendment

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
NOVEMBER 16, 2020

back to the Plan Commission to reconsider whether or not to include the Neighborhood Development Area. **MOTION** by Williams/DuPlayee to rescind Ordinance 2020-08-03 Amending the Comprehensive Plan and referring the Comprehensive Plan Amendment back to the Plan Commission. **MOTION CARRIED 5-0.**

- III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported that the ignitor on the garage furnace was found to be cracked during the fall furnace checks by High Tech Heating, which luckily was an inexpensive repair. The light on the flag at Flynn Hall has been out and they have ruled out everything but the fixture itself as the problem. Consensus was to contact Electrical Solutions for a quote for a LED replacement light. Dresen asked if he should get a wreath for the Town Hall, consensus was yes. The 2020 International Patrol Truck is here, the 2020 F-550 should be here next week. Hampton reported that the roof unit at the Emergency Services Building has a hole in it, he is getting prices for the Joint Fire Committee to consider.
- IV. CLERK'S OFFICE UPDATE: Election day went smoothly, with a turnout of about 91%. The question of a recount is looming. Waste Management took over the Town's contract with Advanced Disposal effective October 30th. There was not very good communication about the transition, and a few hiccups, but she now has contacts under the new management and known issues have been resolved.
- V. BOARD REPORTS AND COMMUNICATIONS:
- A. Hampton reported receipt of a change to Hydrite's feasibility plan, which he turned over to Fonger for Emergency Government. He received notice from the Waste Facility Siting Board that the negotiation process for the upward expansion of the Rodefeld landfill may begin, but does not have any meeting dates yet. A Public Informational Meeting for the Uphoff and Femrite bridge reconstructions was held on November 10th. A few residents attended, both in person and virtually. The main thing to come out if it was the addition of guardrails to the Uphoff Bridge due to the history of accidents there.
 - B. Williams reported that she is looking into applying for a Clean Energy Economic Development Fund Grant to install solar panels on Town buildings. Grant applications are due on December 8th. She has been in communication with Kathy Kuntz, Director of the Dane County Office of Energy & Climate Change, who suggested a study conducted by 5 Dane county municipalities last year could be the basis for the Town's application. Consensus was that if funding was at least 80% of the cost of solar panels, she should pursue a completed application to be approved by the Town Board on December 7th for submission on December 8th. Williams also reported that DGEMS was featured on Channel 27 for a save in Deerfield.
 - C. Anders reported that test holes are scheduled to be dug tomorrow at the Natvig Landfill as part of development of the remediation plan.
- VI. Consider/Adopt motion to move into closed session per Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session: boundary agreement discussion: **MOTION** by Williams/DuPlayee to move into closed session for the reason stated above. **MOTION CARRIED 5-0 by roll call vote.** The virtual meeting was ended, and everyone except the Town Board and Clerk left the meeting. The Closed session began at 7:56 P.M.
- VII. Consider/Adopt motion to reconvene to open session to take any action necessary from closed session. **MOTION** by Anders/DuPlayee to reconvene to open session. **MOTION CARRIED 5-0 by roll call vote.** The closed session ended at 8:20 P.M. and there was no resulting action taken.
- VIII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:20 P.M.

Kim Banigan, Clerk

Approved 12-07-2020

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
DECEMBER 07, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, and Highway Superintendent Dan Dresen.
- B. Hampton called the meeting to order at 7:05 P.M.
- C. Minutes of previous meeting(s):
 - 1. **MOTION** by Williams/DuPlayee to approve the open session minutes from the November 16, 2020 meeting as presented. **MOTION CARRIED 4-0.**
 - 2. **MOTION** by Williams/DuPlayee to approve the closed session minutes from October 18, October 20, November 2 and November 16, 2020 as printed, and to keep them all closed. **MOTION CARRIED 4-0.**
- D. Finance Report and Approval of Bills: **MOTION** by DuPlayee/Anders to approve payment of bills corresponding to checks #34291-34335 as presented. **MOTION CARRIED 4-0.**
- E. Public Concerns: None.
- F. Road Right of Way Permits: None.

II. BUSINESS:

- A. Plan Commission Recommendations: Update on Plan Commission recommendations and regarding proposed amendments to the Comprehensive Plan, set date for a public hearing: November Plan Commission minutes reflected a recommendation to move forward with portions of the previously approved amendment, a formal Plan Commission resolution will be considered at their December meeting. **MOTION** by DuPlayee/Williams to schedule a public hearing for the proposed amendment on January 18, 2021. **MOTION CARRIED 4-0.**
- B. Discuss/Consider approval of a certified survey map creating two lots at 2171 Nora Road (rezone approved 08-03-2020): Lot 2 of the proposed CSM does not have access to a public road. Property Owner Don Viney was available by phone and explained that the parcel is contiguous to farm land he also owns that does have road access, and that the County did approve a variance allowing for this, which the Clerk was able to verify on the County's web site. Written recommendations from Dane County Assistant Zoning Director Daniel Everson included adding a notation to the final document about the waiver. **MOTION** by Anders/DuPlayee to approve the CSM identified as Office Map no. 200277 dated October 12, 2020, with the addition of the language recommended by Everson regarding the variance, and a requirement that lot 2 cannot be sold as a stand-alone parcel. **MOTION CARRIED 4-0.**
- C. Discuss/Consider approval of rezoning 3.35 acres at 4030 County Road N (the Cottage Grove Emergency Services Building) from Rural Mixed Use (RM-8) to General Commercial (GC): This is a rezone to correct the zoning of the ESOB property to actual use. **MOTION** by Anders/Williams to approve the rezone. **MOTION CARRIED 4-0.**
- D. Discuss/Consider request for a speed bump near 3882 Vilas Hope Road: Brian Ramos, new owner of the property at 3882 Vilas Hope Road, was present and described how difficult it is to pull out of his driveway due to a slight hill on one side and trees on the other that obstruct the view of oncoming traffic, which he said has to slam on their brakes when he pulls out.

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
DECEMBER 07, 2020

The speed limit there is 45 m.p.h., with no conditions suitable for a lower limit under Wis. Stats. A written recommendation from Deputy French and input from Dresen both said a speed bump cannot be put on a road with a 45 m.p.h. speed limit. Ramos asked about widening his driveway, or adding a second driveway to create a U-shaped driveway. Dresen will look at whether trees to the east can be trimmed back any further within the right-of-way, and Ramos said he would talk to the neighbor about trimming those on his property.

MOTION by DuPlayee/Williams to table until owner explores other options. **MOTION CARRIED 4-0.**

E. Discuss/Consider coverage options for 2021 property and auto insurance: Two options were presented by the agent:

1. Property blanket in lieu of premises blanket for an annual premium increase of \$113.
2. Agreed value coverage in lieu of actual cash value on select vehicles for an annual premium increase of \$251.

MOTION by Hampton/Anders to approve the property blanket and agreed value coverage and their corresponding extra premium amounts. **MOTION CARRIED 4-0.**

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen reported that they have been removing dead ash trees in the parks, then will move on to roadside trimming. Delivery of the new F550 was delayed due to a defective ram, and the new plow truck had an air leak that was fixed under warranty.

IV. CLERK'S OFFICE UPDATE: The Clerk distributed copies of a new Fire Protection Agreement proposed by the Village Attorney. She was not sure if it is meant to replace the current Fire Protection Agreement, Intergovernmental agreement, or both, so she also provided copies of those for comparison. This will be on a future board agenda. She reported that a recent notice posted on Facebook of the 2021 revaluation generated some comments expressing concern over having an assessor enter their homes during a pandemic. She had forwarded these to the assessor, and in response received a proposal for an external only option at a slightly reduced price, which she shared with board members. This will be considered at a later Town Board meeting.

V. BOARD REPORTS AND COMMUNICATIONS:

A. Hampton reported that a new janitor finally started this past Saturday after Coverall had been unable to find a replacement for the janitor who left at the end of October. He also reported that the attorney for a developer in the Village had contacted the Town attorney to see if the Town is interested in turning the Salem Cemetery over the Village, ostensibly to facilitate better alignment of Buss Road when it is extended south of County BB. Dresen thought there are graves along the east side that will be in the way of this, no matter who controls the cemetery.

B. Williams reported that she learned that the solar grant she mentioned last time only funds at a 22% level, and applications are due in January. Focus on Energy will provide rebates of \$1,800 per location. She suggested looking at other funding options to bring the Town's contribution down to 20% as the board had discussed last time. So far, she has two estimates for a system sized to supply 95% of the energy needs for the Town Hall and Town Garage. The system would have a 25-year estimated lifetime, but she had not done the math yet to see how long it would take to recoup the investment and begin realizing savings in energy costs. Brian Ramos suggested waiting a year as there are improved batteries coming out soon. Dresen was concerned that the roof on the garage might not support such a system, and is

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
DECEMBER 07, 2020

shaded in the afternoon due to the hill across the road anyway. He suggested putting the panels on a pole, Hampton suggested the hillside to the south of the Town Hall.

VI. COMMITTEE REPORTS

- A. Deer-Grove EMS Commission: Hampton expects to have appointments to a subcommittee to look at future DGEMS staffing levels on the next Town Board agenda.
- B. Joint Town/Village Landfill Monitoring Committee: Anders reported that Strand Associates sent remediation plans to the DNR on December 4th, now it is in the DNR's hands whether to agree with the type and number of suggested vents.
- C. Joint Town/Village Fire Department Committee: Approval was given to replace the roof-mounted furnace and to purchase replacement turnout gear using Town of Pleasant Springs contract revenue. 2% fire does are earmarked to be used toward equipment purchases, including a new engine and hoses in 2022. The new brush truck is in service, and a request by the department to keep the old brush truck was denied by the committee.

VII. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 4-0.** The meeting ended at 8:15 P.M.

Kim Banigan, Clerk
Approved 12-21-2020

TOWN OF COTTAGE GROVE
SPECIAL TOWN BOARD MEETING
DECEMBER 11, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

- I. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Steve Anders, Kristi Williams and Mike DuPlayee were present. Clerk Kim Banigan took minutes.
- II. Hampton called the meeting to order at 9:01 A.M.
- III. Discuss/Consider approval of a certified survey map creating one residential lot west of 2100 Nora Road (rezone approved 10-05-202: Property owners Don and Marilyn Viney were present. Mr. Viney stated that they have a buyer for the new lot plus 47 adjoining acres. He shared a copy of a deed restriction he requested to clarify that the 47 acres has no remaining building rights attached to it. **MOTION** by Anders/Williams to approve the CSM identified as office map #200703 dated November 10, 2020 and supporting the deed restriction on the adjoining 47 acres. **MOTION CARRIED 4-0.**
- IV. Adjournment: **MOTION** by DuPlayee/Williams to adjourn. **MOTION CARRIED 4-0.** The meeting ended at 9:06 A.M.

Kim Banigan, Clerk
Approved 01-04-2021

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
DECEMBER 21, 2020

Due to the COVID-19 pandemic, in-person attendance was limited and participants were able to join using gotomeeting.com.

I. ADMINISTRATIVE

- A. Notice of the meeting was properly posted at the Town Hall and on the Town's web site. Town Chair Kris Hampton, Supervisors Mike Fonger, Steve Anders, Kristi Williams and Mike DuPlayee were present, as well as Clerk Kim Banigan, Treasurer Deb Abel, Highway Superintendent Dan Dresen and Deputy Jennifer Grafton (through item II. B).
- B. Hampton called the meeting to order at 7:00 P.M.
- C. Minutes of previous meeting(s): **MOTION** by Williams/DuPlayee to approve the minutes from the December 7, 2020 meeting as presented. **MOTION CARRIED 4-0-1** (Fonger abstained).
- D. Finance Report and Approval of Bills:
 - 1. **MOTION** by DuPlayee/Anders to approve payment of bills corresponding to checks #34337-34360 as presented, and voiding check #34298 which was reissued as #34336. **MOTION CARRIED 5-0.**
 - 2. **MOTION** by Anders/DuPlayee to approve payment of \$2,633.00 to General Engineering for November building permits. **MOTION CARRIED 5-0.**
- E. Public Concerns: Fonger expressed thanks for the well wishes during his recent illness.
- F. Road Right of Way Permits: **MOTION** by Anders/Fonger to approve two permits for Alliant Energy: 1) to install a gas main on Kennedy Road to service Kennedy Hills and 2) to perform maintenance on overhead lines throughout the Town. **MOTION CARRIED 5-0.**

II. BUSINESS:

- A. Review November Police Activities: There were 153 calls for service and 71 citations issued in November. Deputy Grafton did not have any major incidents to report on. DuPlayee said motorists are still blowing through the stop signs on Sandpiper. Deputy Grafton will continue to enforce, but discussion was it can take time for compliance with new stop signs.
- B. Discuss Town Roads as ATV Routes: DCSO Deputy Kelsey Gilmore and Sgt. Eric Stacey were present to answer questions. Deputy Gilmore provided a list of basic requirements for establishing a legal ATV route, and the Clerk provided copies of a sample ordinance Anders had obtained from a community in Sauk County. Gilmore offered to provide other sample ordinances, and suggested the Town Board may want to invite the DNR warden to a future meeting. She said Mazomanie has ATV routes, and Oregon and Black Earth are considering them. She said there are no ATV trails in Dane county, which are different then routes, and that ATV routes cannot cross State or County highways without approval by the State Patrol. She did not know whether rustic roads can be designated as ATV routes. Discussion was that the south-east portion of the Town would be best suited for ATV routes. Troy Eickhoff, 3632 Earlywyn Road, was present virtually and wondered if the Glacial Drumlin trail can be used by ATVs. Gilmore said it cannot. Eichkoff suggested a club could create off-road routes, much like snowmobile clubs do, and he thought there would be interest in that. He mentioned that Marshall is moving forward with allowing ATVs on roads, and thought there may be club trails in the Lake Mills and Hubbleton areas. **MOTION** by Fonger/Anders to invite the DNR warden to the January 18, 2021 meeting and continue the discussion then. **MOTION CARRIED 5-0.**

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
DECEMBER 21, 2020

- C. Discuss/Consider adoption of Ordinance 2020-02-21 Establishing Speed Limits and Stop Signs: the purpose of this ordinance is to ratify speed limits and stop signs previously approved by resolution and action of the Town Board, with proper speed studies conducted in the case of speed limits. A correction to the speed limits on Vilas and Vilas Hope roads on Exhibit A was noted, as well as the fact that a portion of Buss Road identified in Exhibit A has been annexed to the Village of Cottage Grove. **MOTION** by Williams/DuPlayee to adopt ordinance 2020-12-21 as corrected. **MOTION CARRIED 5-0.**
- D. Discuss/Consider revised Fire Protection Agreement for the Cottage Grove Fire District as proposed by the Village of Cottage Grove Attorney: The Board reviewed the proposed agreement and had several concerns. Fire Chief Nick Archibald was present virtually and weighed in as well:
- Section 3 Commissioners: Why would we want a commission vs. a committee? Is there a need for three officers (Chair, Vice-chair and Secretary), or just a Chair and Secretary as under the current agreement? Wouldn't you still want the Secretary to be from the opposite municipality of the Chair so that one municipality can't dominate when meetings can be called?
 - Section 4: Powers and duties of the commission: The Town and Village Boards should maintain control of the finances of the district, and decide on any reciprocal agreements, not a commission. Oversight of contracted entities would seem to imply that the commission would have the power to oversee CGFD, Inc. Chief Archibald said that makes it seem like the volunteers are employees.
 - Section 5: Fiscal and Budget: Chief Archibald would prefer to have the Town continue to handle the accounting because of ease of access to the Treasurer. It was noted that the current agreement also says that the Village is to do the accounting, but it has been done by the Town ever since the beginning of the former joint police department. Board members expressed concern over timeliness of billing from the Village to the Town if it is anything like when they billed for police services. Chief Archibald thought July 15th was too early in the year to be ready to submit the budget for the following year. Discussion was that the Chief should submit by September 15th so the committee could consider it at their September meeting. This would allow time to complete it in time for the Boards to approve at their first meeting in November. Contributions to the Emergency Services Building Property Repair Fund should remain on a 50:50 basis rather than being based on ownership. The proposed contract added calls for service to the funding formula. The Clerk shared both 2020 and 2021 funding splits using the new formula compared to the current formula. EMS Chief Eric Lang was present virtually and said that DGEMS will also be looking at alternative funding formulas, possibly including equalized value, population and calls for service.
- MOTION** by DuPlayee/Fonger to tell the Village the Town is not interested in changing the agreement at this time. **MOTION CARRIED 5-0.**
- E. Discuss/Consider proposal from Associated Appraisal Consultants to convert the 2021 revaluation of all taxable real estate to exterior only inspections due to COVID-19: Hampton had spoken with Nick Laird from Associated Appraisal who said his best estimate was that the Town could expect to get seven years out of a revaluation based on exterior only inspections, but of course this is dependent on many factors including the economy. Converting to exterior only inspections would save the Town \$6,000. **MOTION** by

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
DECEMBER 21, 2020

William/DuPlayee to convert the 2021 revaluation to exterior only inspections. **MOTION CARRIED 5-0.**

- F. Discuss/Consider writing off delinquent 2019 personal property bills: The Treasurer provided copies of two delinquent personal property bills totaling \$202.27. One is for a business that left the Town early in 2020, the status of the other business is unknown. **MOTION** by Fonger/Anders to write off the two bills. **MOTION CARRIED 5-0.** The Clerk suggested urging the owner of the second business to be sure to properly report for 2021.
- G. Discuss/Consider adoption of the 2021 Town budget: The Treasurer provided the budget in both detailed and summary form. She had adjusted 40300 – Local Transportation Aids to reflect the amount recently updated by the State, 50550 – Revaluation costs to reflect the \$6,000 reduction for exterior only inspection, and 50920 – Insurance to reflect options selected by the Board at their last meeting. The remainder was allocated to 51830 – Bridge Expense for expenses that may come up related to the upcoming bridge replacements. **MOTION** by Fonger/DuPlayee to adopt the 2021 Town Budget as presented tonight. **MOTION CARRIED 5-0.**
- H. Discuss/Consider closing the office to the public until further notice due to COVID-19: With tax payments not being accepted in person this year, the Clerk and Treasurer asked for the authority to close the office to the public if traffic becomes excessive due to taxpayers coming in anyway. **MOTION** by Williams/DuPlayee to offer the option to close the office to the public as determined by the Clerk. **MOTION CARRIED 5-0.**
- I. Discuss/Consider regularly posting Town Board and Plan Commission meeting recordings on the Town's web site: The Clerk said to date she has been providing links to GoToMeeting recordings of Town Board and Plan Commission meetings upon request, but wondered if she should start posting them on the web site. Jacob Swanson from the Herald Independent was present virtually and said this would be a great help to them since so many meetings occur simultaneously. **MOTION** by Fonger/Anders to regularly post recordings of Town Board and Plan Commission meetings on the Town's web site. **MOTION CARRIED 5-0.**

III. PUBLIC WORKS DEPARTMENT ACTIVITY UPDATE: Dresen said the first snow removal efforts of the year went well. The new F-550 should be here soon. They plan to keep the water tank from the old brush truck.

IV. CLERK'S OFFICE UPDATE: The Clerk distributed copies of a revised Flynn Hall Agreement, which will be on the next agenda. She shared an update regarding results of the most recent round of COVID-19 antibody testing conducted by SHOW at the Town Hall, and reported that the new copier arrived today.

V. BOARD REPORTS AND COMMUNICATIONS:

- A. Hampton reported that the developer of Kennedy Hills had inquired as to when the new roads will be plowed. Hampton told him not until all the improvements are completed to the satisfaction of the Town Engineer and their dedication accepted by the Town. Building permits can be issued, but no occupancy can be issued until all the Town Engineer recommends acceptance of the improvements by the Town.
- B. Williams reported that she is not pursuing a Solar grant this year, but she did learn that as a municipality, the Town does have non-profit status, so any donations toward solar panels would be tax deductible. She is preparing something to put in the annual report and newsletter.

VI. COMMITTEE REPORTS

TOWN OF COTTAGE GROVE
TOWN BOARD MEETING
DECEMBER 21, 2020

- A. Deer-Grove EMS Commission: Rather than forming a sub-committee to look at staffing options, it was decided to have the whole commission work on it at their regular meetings.
- VII. Consider/Adopt motion to move into closed session per Wis. Stats. 19.85(1)(e) for deliberation, negotiation or conducting specified public business whenever competitive or bargaining reasons require a closed session: set minimum prices for sale of excess equipment: **MOTION** by DuPlayee/Williams to move into closed session for the reason stated above. **Hampton, Fonger, Anders, DuPlayee and Williams all voted aye.** The closed session began at 8:30 PM.
- VIII. Consider/Adopt motion to reconvene to open session to take any action necessary from closed session. **MOTION** by Williams/DuPlayee to reconvene to open session. **Hampton, Fonger, Anders, DuPlayee and Williams all voted aye.** The closed session ended at 8:37 P.M. and there was no resulting action taken.
- IX. Adjournment: **MOTION** by Williams/DuPlayee to adjourn. **MOTION CARRIED 5-0.** The meeting ended at 8:37 P.M.

Kim Banigan, Clerk
Approved 01-04-2021

**TOWN OF COTTAGE GROVE
ORDINANCE 2020-12-21**

AN ORDINANCE ESTABLISHING SPEED LIMITS AND STOP SIGNS

WHEREAS, the Town Attorney recommends the Town Board ratify and enact by ordinance previously established speed zones and stop signs within the Town;

NOW, THEREFORE, the Town Board of the Town of Cottage Grove, Dane County, Wisconsin, do ordain as follows:

SECTION 1. The speed limits on the following roads, or sections thereof, as listed on the attached Exhibit A are established as 25 miles per hour:

SECTION 2. The speed limits on the following roads, or sections thereof, as listed on the attached Exhibit A are established as 35 miles per hour:

SECTION 3. The speed limits on the following roads, or sections thereof, as listed on the attached Exhibit A are established as 45 miles per hour:

SECTION 4. Stop signs at the locations depicted on the attached Exhibit B are designated official stop signs and all vehicles shall stop in accordance with such signs and section 346.46 of the Wisconsin Statutes.

SECTION 5. Town staff is directed to take all action necessary to implement this ordinance, including the installation of appropriate signage consistent with practices specified in the Manual of Uniform Traffic Control Devices.


SECTION 6. All other provisions of Code of Ordinances not specifically amended herein shall remain unmodified and in full force and effect.

SECTION 7. The passage of this ordinance shall not affect any enforcement proceedings pending prior to the effective date hereof.

SECTION 8. This ordinance shall take effect upon passage and publication as provided by law.

The above and foregoing ordinance was duly adopted at a meeting of the Town Board of the Town of Cottage Grove on the 21st day of December, 2020, by a vote of 5 in favor and 0 opposed.

TOWN OF COTTAGE GROVE


Kris Hampton, Town Chair

Attested by:


Kim Banigan, Town Clerk

Exhibit A

45 MPH

| | |
|-----------------|---|
| Clark Road | Vilas Road east to Cottage Grove Village limits |
| Deerfield Road | N Jargo Road south to Saddle Ridge |
| Gaston Road | Vilas Road east 1.33 miles |
| Hope Road | Femrite Drive to Vilas Road |
| Vilas Road | Gaston Road to a point 1200 ft. south of Gaston Road. |
| Vilas Road | From a point 4000 ft. south of Gaston Road to CTH AB |
| Vilas Hope Road | CTH BB to a point 2200 ft. south of CTH BB |
| Vilas Hope Road | From a point 4135 ft. south of CTH BB to CTH AB |

35 MPH

| | |
|-----------------|--|
| Baxter Road | CTH BB north to I-94 overpass |
| Gaston Road | CTH N west for .7 mile |
| Kennedy Road | CTH BB north to end |
| Vilas Road | From a point 1200 ft. south of Gaston Road to a point 4000 ft. south of Gaston Road. |
| Vilas Hope Road | From a point 2200 ft. south of CTH BB to a point 4135 ft. south of CTH BB |

25 MPH

| | |
|----------------|---|
| Alydar Way | From its south intersection with Damascus Trl, westerly, northerly, and easterly to its north intersection with Damascus Trl. |
| American Way | From its intersection with CTH BB northerly and westerly to its intersection with Conestoga Trail. |
| Appaloosa Lane | From its intersection with Kennedy Road, easterly to its intersection with Conestoga Trail. |

| | |
|--------------------|---|
| Bass Lane | From its intersection with Gladview Road, northerly to its intersection with Warren Street. |
| Bass Road | From its intersection with Vilas Road, easterly to its end. |
| Bluebird Lane | From its intersection with Meadowlark Street, southeasterly to its end. |
| Bluebird Lane | From a point 0.10 of a mile southwest of its intersection with Brown Thrush Trail, northeasterly to its end. |
| Bohnsack Lane | From its intersection with Nadene Road, northerly to its end. |
| Bonnie Avenue | From its intersection with Lane Street, northerly to its end. |
| Brown Thrush Trail | From its intersection with Gaston Road, southerly to its intersection with Bluebird Lane. |
| Buss Road | From its intersection with Gaston Road, northerly to its end. |
| Busston Road | From its intersection with Buss Road, easterly to its end. |
| Canary Court | From its intersection with Bluebird Lane, southwesterly to its end. |
| Circle High | From its intersection with Sunset Ridge, easterly to its end. |
| Citation Court | From its intersection with Alydar Way, westerly to its end. |
| Conestoga Trail | From a point 0.10 of a mile south of its intersection with Appaloosa Lane, northerly, easterly, and southerly to its end. |
| Crestview Drive | From its intersection with Bass Road, northerly to its intersection with Skyhigh Road. |
| Damascus Trail | From its intersection with Vilas Road, northerly to its intersection with CTH BB. |
| Falcon Court | From its intersection with Mourning Dove Drive, northerly to its end. |
| Gala Way | From its intersection with Vilas Hope Road, southerly to its end. |
| Gaston Circle | From its intersection with Gaston Road, northerly, westerly, and southerly to its intersection with King Drive. |
| Gladview Road | From its intersection with Vilas Road, easterly to its end. |
| Greengrass Road | From its intersection with Lane Street, northerly to its end. |
| Heritage Court | From its intersection with American Way, easterly to its end. |

Independence Circle From its intersection with American Way, westerly to its end.

Janelle Lane From its intersection with Nadene Road, northerly to its end.

Kildeer Court From its intersection with Sandpiper Trail, westerly to its end.

King Drive From its intersection with Gaston Circle, westerly to its end.

Kristy Road From its south intersection with Gaston Road, northerly to its end.

Lane Street From its intersection with Vilas Road, easterly to its intersection with Buss Road.

Liberty Drive From its intersection with Baxter Road, westerly to its intersection with American Way.

Lotus Lane From its intersection with Valley Street, southerly to its end.

Marty Drive From its intersection with Simpson Drive, northerly to end.

Meadowlark Street From its intersection with Gaston Road, southerly to its end.

Mourning Dove Drive From its intersection with Sandpiper Trail, westerly to its end.

Mulhall Street From its intersection with Gaston Road, northerly to its intersection with Wilmore Way.

Nadene Road From its intersection with Oakwood Drive, westerly to its end.

Nashua Lane From its intersection with Damascus Trail, westerly to its end.

Native Place From its intersection with American Way, easterly to its end.

Nightingale Way Eastly and westerly from its intersection with Sandpiper Trail, to its ends.

Nondahl Circle From its intersection with Greengrass Road, easterly to its end.

Oakwood Drive From its intersection with Hope Road, northerly to its intersection with Nadene Road.

Pheasant Run From its intersection with Sandpiper Trail, westerly to its end.

Rathert Road From its intersection with CTH BB, easterly to its end.

Raven Way From its intersection with Bluebird Lane, northerly to its intersection with Gaston Road.

Riva Ridge Circle From its intersection with Damascus Trail, westerly to its end.

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|-------------------|---|
| Ruffian Circle | From its intersection with Damascus Trail, easterly to its end. |
| Sandpiper Trail | From its intersection with Bluebird Lane, southerly to its end. |
| Secretariat Court | From its intersection with Damascus Trail, southerly to its end. |
| Simpson Drive | From its intersection with King Drive, northerly and easterly to its intersection with Gaston Circle. |
| Skyhigh Road | From its intersection with Bass Road, northerly to its intersection with Warren Street. |
| Southern Court | From its intersection with American Way, easterly to its end. |
| Sundance Court | From its intersection with Liberty Drive, northerly to its end. |
| Sunset Ridge | From its intersection with CTH BB, southerly to its end. |
| Thrush Lane | From its intersection with Sandpiper Trail, westerly to its end. |
| Valley Street | From its intersection with Vilas Road, easterly to its end. |
| Warren Street | From its intersection with Bass Lane and Skyhigh Road, northerly to its end. |
| Wilmore Court | From its intersection with Wilmore Way, northerly to its end. |
| Wind Chime Way | From its south intersection with Baxter Road, easterly, northerly, and westerly to its north intersection with Baxter Road. |

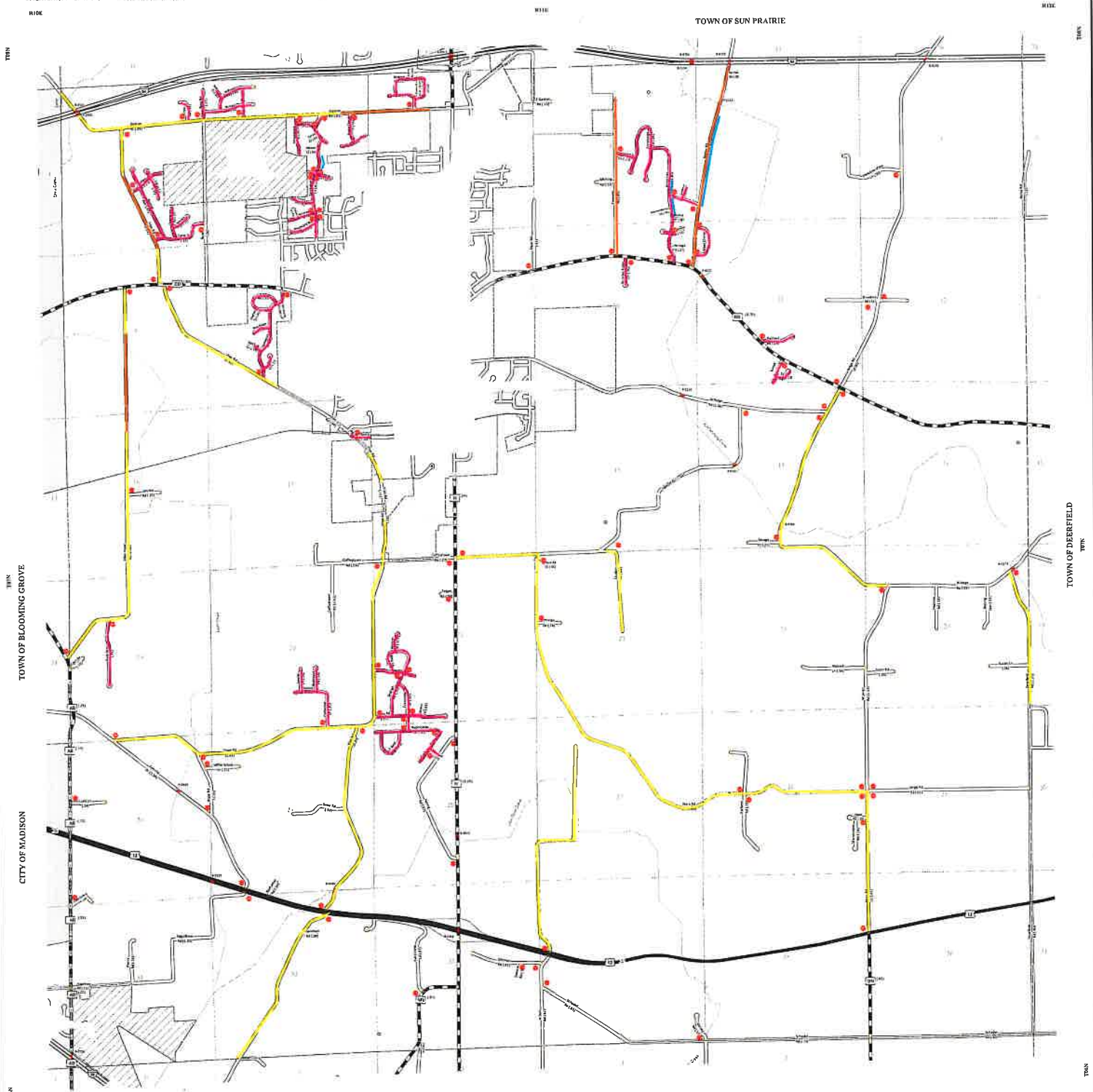
STATE OF WISCONSIN
WISCONSIN DEPARTMENT OF TRANSPORTATION
TOWN PLAT RECORD

TOWN OF
COTTAGE GROVE
COUNTY: DANE

| DATE | MILEAGE FOR LOCAL ROADS/STREETS | LOCAL ROADS/STREETS | |
|--|---------------------------------|---------------------|--------|
| Certified in accordance with sec. 88.30 Wis. stat. | | | |
| (1) 4-1-20 | 64.21 | Name: | Title: |
| (2) 1-1-21 | | Signature: | Date: |
| (3) 4-1-21 | | | |

| REGISTERED COUNTY FILE NO. | REGISTERED MAP SHEET NO. |
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- (1) THIS DATA REPRESENTS THE LAST CERTIFIED MILEAGE AS CORRECTED BY WISDOT WHICH MAY HAVE BEEN USED FOR PAST TRANSPORTATION AIDS
- (2) THE TOWN CHAIRMAN OR CITY/VILLAGE CLERK IS TO FILL IN THE MILEAGE TO BE CERTIFIED AS OPEN TO THE PUBLIC AS OF THE FOLLOWING JANUARY, INCLUDING THE NEW CHANGES THAT ARE MADE ON THE PLAT.
- (3) THIS DATA REPRESENTS MILEAGE ADJUSTMENTS MADE BY WISDOT DUE TO FIELD VERIFICATION, INVENTORY, ANNEXATION, ETC. TRANSPORTATION AID PAYMENTS MAY BE MADE BASED ON THIS FIGURE

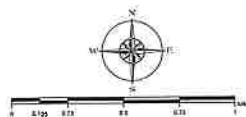


LEGEND:

- County Trunk Highway
- Local Road
- Roady Road-Loop
- Interstate Highway
- US Highway
- State On/Off Ramp
- State Connector
- Railroad
- CVT Border
- PLSS Border
- Annexation
- Annexation Creating Town Island
- Litigation
- Bridge
- Route Interferer

STOP STOP SIGNS

- 35 MPH
- 35 MPH
- 45 MPH
- NO STOP SIGNS



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