VILLAGE OF COTTAGE GROVE
NOTICE OF PUBLIC MEETING
Village of Cottage Grove

PARKS, RECREATION and FORESTRY COMMITTEE

Thursday, January 16, 2020  5:30 P.M.  Municipal Services Building
Note Time Change  210 Progress Drive

AGENDA

1. Call to order.

2. Roll call and confirm that the meeting was properly posted.

3. Public appearances: Public’s opportunity to speak about any subject that is not a specific agenda item.

4. Discuss and consider Monona Grove School District request to use Dublin Park as a short term evacuation site.

5. Discuss and consider location for the National Fitness Campaign court.

6. Discuss 5th Addition to Westlawn Master Plan.

7. Discuss and consider Zoozort live animal show at Northlawn Park on July 1, 2020.

8. Discuss and consider suspending no alcohol in parks ordinance for Music In The Grove 2020 events.

9. Discuss and consider the TDS proposal for internet service at Bakken Park.

10. Update on Bakken Park shelter and splash pad.


12. Approve the minutes of the November 21, 2019 meeting.

13. Future Agenda Items


Notice:
1. Persons needing special accommodations should call 839-4704 at least 24 hours prior to the meeting.
2. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
3. Any item on the agenda is subject to final action.
MEMORANDUM OF UNDERSTANDING REGARDING USE OF A FACILITY AS A SHORT-TERM EMERGENCY EVACUATION SITE

This memorandum of understanding ("Agreement") is entered into 13 day of November, 2019, ("Effective Date") by and between:

PARTIES: Dublin Park  
300 Dublin Circle  
Cottage Grove, WI 53527

("Owner")

And

Monona Grove School District  
5301 Monona Drive  
Monona, WI 53716

("District")

(Collectively, "the Parties")

RECITALS:

WHEREAS, The District has a need for a facility to serve as a short-term evacuation site for Glacial Drumlin School ("School") in the event that the School experiences an emergency or crisis requiring the evacuation of students and staff; and

WHEREAS, The Owner has a facility which includes space(s) or area(s) that are appropriate or adequate to serve as a school evacuation site for the School; and

WHEREAS, The Parties desire to reach an understanding that will result in the Owner providing a facility owned by the Owner to the District to serve as an emergency evacuation site for the School.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

TERMS AND CONDITIONS:

This Agreement is made for the temporary use of the facility designated below ("Facility") for use by the District as a short-term evacuation site for the School's students and staff in the event of a School evacuation. If the students and staff cannot return to the School following the evacuation, the students and staff will be bused from the Facility to their designated family reunification site to be unified with their families.
1. Facility Name and Address

Dublin Park  
300 Dublin Circle  
Cottage Grove, WI 53527  
608-839-8968

2. Owner’s Responsibilities

a) The Owner has identified the Facility, and the District has determined that the Facility is suitable for use as a short-term evacuation site. The Owner will make the Facility available to the District as an evacuation site. Availability of the Facility will include use by the District, with advance notice, for no more than two evacuation drills conducted by the District on an annual basis (July 1 through June 30).

b) The Owner will designate a person and one or more alternates to serve as the Owner’s contact/representative for the Facility in the event of a School evacuation by the District. The Owner will provide the District with the necessary phone numbers to reach the Owner’s contact/representative.

c) The Owner will provide the District with access to the Facility during the school term in the event of a School evacuation. The Owner will provide the District with keys and/or access codes to exterior and interior doors needed to access the area(s) designated for use by the Owner in the event of an evacuation.

d) The Owner will provide an orientation of the Facility to designated District staff. The orientation will include how to access the area(s) designated for use by the District in the event of an evacuation, location of lights, restrooms, drinking water, and available tables/chairs.

3. District’s Responsibilities

a) The School principal or designee will serve as the designated representative for the District in the event of an evacuation.

b) The School principal or designee will be responsible for keys and/or access codes for the Facility issued to the District by the Owner.

c) The School principal or designee will appoint an evacuation advance team that will be dispatched to the Facility ahead of students and staff. The advance team is responsible for readying the Facility for the arrival of students and staff being evacuated.

d) The District will make reasonable efforts to give advance notice to the Owner prior to arriving at the Facility in the event of an evacuation.

e) The District will only utilize area(s) in the Facility that the Owner has designated for use by the District.

f) The District is responsible for providing appropriate supervision of its students at the Facility during an evacuation.

g) To the extent permitted by law, the District agrees to indemnify, save and hold free and harmless, the Owner of the Facility, its officers, agents, representatives and employees from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the Owner, its officers, agents, representatives or employees or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to the property arising out of, connected with, or attributable to use of the Facility by the District as an evacuation site. Notwithstanding the foregoing, this hold harmless and indemnification provision does not include claims, demands, loss, liability, cost, or expense of any kind or nature whatsoever arising from the negligent, intentional, or reckless acts of the Owner, its employees, officers, agents, or representatives. Nothing herein is intended or shall
be construed as a waiver of defenses or immunities (including the limitation of Wis. Stat. § 893.80) available under the law which the District is entitled to raise.

h) The District will add the Owner as an “additional insured” on the District’s General Liability Insurance Policy. The District shall provide the Owner with a Certificate of Insurance on an annual basis to verify coverage. The policy shall include personal injury and property damage coverage. Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitation of Wis. Stat. § 893.80) available under the law which the District is entitled to raise.

i) The District will not pay any operational or administrative fees to the Owner for use of the Facility as an evacuation site.

j) The District agrees to reimburse the Owner, if requested, for all reasonable direct costs incurred by the Owner when the Facility is utilized by the District as an evacuation site.

k) In the event of an evacuation, the District shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to the Owner or the Facility shall be directed to the District Administrator of the District. The District will make a reasonable effort to recognize the hospitality of the Owner and the Facility in any press or media releases pertaining to the re-location and sheltering of students and staff.

4. Term

This Agreement shall be in force and effect from the Effective Date through June 30, 2020 (“Initial Period”). The Agreement shall be renewed automatically following the Initial Period for subsequent one-year (July 1 through June 30) terms unless either party provides notice of termination to the other party in writing at least ninety (90) days prior to June 30.

Notice of termination shall be in writing and shall be deemed to have been duly given if delivered or mailed, by courier, by facsimile confirmed by U.S. first class mail, by registered mail, first class postage paid, return receipt requested, or any other delivery service with proof of delivery:

If to the Owner:
Sean Brusegar, Director CG Parks & Rec
Dublin Park
300 Dublin Circle
Cottage Grove, WI 53527

If to the District:
District Administrator
Monona Grove School District
5301 Monona Drive
Monona, WI 53716

5. Entire Agreement, Interpretation, Severability.

This Agreement contains the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, negotiations and undertakings, whether oral or written, between the Parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. Invalidity of any provision of this Agreement shall not affect the validity of any other provisions. Nothing in this Agreement is intended to conflict with current laws or regulations of the United States of America, the State of Wisconsin, or local government. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
6. Changes and Modifications; Binding Effect.

No waiver, amendment, release, or modification of this Agreement shall be binding unless evidenced in writing signed by both Parties or an authorized representative of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and permitted assigns, but shall not be assignable, by operation of law or otherwise, by either of the Parties without the prior written consent of the other party.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

8. Section Headings.
The headings to the sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby acknowledge the foregoing as the terms and conditions of their understanding and have executed this Agreement or caused this Agreement to be duly executed by their authorized representative as of the day and year written below, but the Agreement shall take effect on the Effective Date.

Dublin Parl

By: ________________________________

Sean Brusegar

Date: ________________________________

Monona Grove School District

By: ________________________________

Daniel W. Olson, Ed.D, Superintendent

Date: ________________________________
Sean Brusegar

From: Jill Nemoir
Sent: Thursday, January 2, 2020 11:06 AM
To: Sean Brusegar
Cc: Jill Nemoir
Subject: Thoughts on the Fitness Wall project

Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Sean Brusegar,

I appreciate sending the letter with consideration for the fitness court that will impact where my lot backs up to this area.

I personally feel as if a 6-foot wall along with advertisements etc.and a fitness court seems as if it would be an awful eyesore and something that I would see looking out of my window. These lots and homes weren't cheap and therefore, adding some sort of fitness court with a 6-foot wall.

I don't know how the ultimate decision is made on what will happen but I would greatly appreciate understanding next steps because I'm passionate enough to be pretty loud on this as I do not think that this is in the best interest of the homeowners that see this out of back windows of our homes.

Thanks for reaching out and I look forward to hearing from you on how to proceed.
Hi Sean,

I received your information on the National Fitness Court being proposed for behind my house. I took a look at the website and would be fine with that being installed. My only question or concern is if anyone will really use it or not. It looks like there are the options for classes being taught, and competitions to be held there. I think if that happened, more people would use it. If not, it may become a structure that doesn’t have a purpose.

What are the other options for using the space? I know at the last meeting I attended there were several options brainstormed about, but I never really heard any more after that, until now. I think park benches for butterfly watching, gazebo, and grilling stations or fire pits were all brought up.

Thank you for keeping me in the loop.

Laura King
Parks, Recreation & Forestry STAFF REPORT

MEMO DATE: January 9, 2020
MTG. DATE: January 16, 2020

TO: Village of Cottage Grove Parks, Recreation & Forestry Committee
CC: Sean Brusegar, CPRP Director of Parks, Recreation & Forestry

RE: July 1, 2020 Zoozort Live Animal Show at Northlawn Park

BACKGROUND: See Attachment

OVERVIEW: Suspend ordinance 230-2 stating “Pets, including animals of any species, shall not be permitted in Village parks, except animals used to aid individuals with disabilities or as otherwise recommended by the Park and Recreation Committee and approved by the Village Board” for July 1st, 2020 from 12:00pm – 4:00pm at Northlawn Park to allow Dane County Library Services in conjunction with the Bookmobile, to contract with Zoozort to present the "Zoozort Live Animal Show".

STAFF RECOMMENDATION: Suspend ordinance 230-2 from 12:00pm – 4:00pm on July 1st at Northlawn Park.
Zoozort is a wildlife company specializing in entertaining and educational wildlife shows... a hands-on interactive program that features live exotic animals from all around the world.

A licensed animal exhibitor will show 7 animals, for a 45-minute program, teaching the children about the educational program you have chosen. The handler takes out one animal at a time, giving fun & interesting facts about the animal, then bringing it around for everyone to pet. Volunteers are chosen to help with special activities. Children are having so much fun; they don't even realize they are learning.

Some of the animals we could see:

- Kookaburra
- Bearded Dragons
- Caledonian Giant Gecko
- Tegu
- Python
- Hissing Roaches
- Spur Thigh Tortoise
- African Bull Frog
- Giant Marine Toad
- Chameleon
- Chinchilla
- Fennec Fox
- Armadillo
- Kinkajou
- Skunk
- Wallaby
MEMO DATE: January 9, 2020
MTG. DATE: January 16, 2020

TO: Village of Cottage Grove Parks, Recreation & Forestry Committee
CC: Sean Brusegar, CPRP - Director of Parks, Recreation & Forestry

RE: Suspending Alcohol in the Parks and Allowing for Sound Amplification for Music In The Grove Events.

BACKGROUND:

To allow alcohol (beer & wine only) at Music In The Grove events. The request would cover the dates of May 28th, June 11th, July 9th, July 23rd, August 6th, August 13th & August 27th. All events would be at Dublin Park. Would be seeking a sound amplification permit for the same dates from 6:00pm – 8:00pm.

STAFF RECOMMENDATION:

Staff recommends suspending Ordinance 109-28 to allow for sound amplification and alcohol to be consumed in Dublin Park on dates and times mentioned previously.
Parks, Recreation & Forestry STAFF REPORT

MEMO DATE: January 9, 2020  
MTG. DATE: January 16, 2020

TO: Village of Cottage Grove Parks, Recreation & Forestry Committee  
CC:  
FROM: Sean Brusegar, CPRP - Director of Parks, Recreation & Forestry

RE: TDS Contract for Service at Bakken Park

BACKGROUND:

In 2020, a shelter and a splash pad will be constructed at Bakken Park. With the construction of this shelter, security cameras to monitor the shelter and splash pad will be included. We would like to be able to monitor the cameras remotely. In order to do that, an internet connection must be provided. TDS will bring service into Bakken Park at no charge. The Village will need to enter into a contract with TDS for a monthly charge of $109.00. This will minimally affect the 2020 budget. Likely to be only for 2 months. The 2021 budget will include an increase for the service.

STAFF RECOMMENDATION:

Staff recommends entering into a contract with TDS for internet service at Bakken Park.
12/16/2019

**Customer Information - Service Address**
Ordered by: Sean Brusegar  
Business Name: Village of Cottage Grove-Bakken Park  
Street: 2601 Clark St.  
Fir/Rm/Suite:  
City, State, Zip: Cottage Grove, WI 53527  

**Account Number:**  
Main Yellow Page Heading: Parks and Recreation  
Phone: 608-839-8968  
Email: sbrusegar@village.cottage-grove.wi.us

**TDS Sales Representative:** Dana Peterson  
608-824-7702

### Monthly Services Charges/Credits:

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*Total Monthly Services Charges/Credits:*

$109.00

### One Time Charges/Credits:

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*Total One Time Charges/ Credits:*

$14.95
TDS METROCOM, LLC

- managedIP SIP and PRI locations must have a minimum of trunks. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- *Total does not include applicable taxes, fees, assessments or surcharges. Additional Directory Listing charges may also apply and are not include in the Totals herein. Local usage charges apply if applicable.
- Customer is responsible for cancellation of services with current providers.
- If Customer has an active alarm line, Customer must advise alarm company of change of service.
- TDS reserves the right to block high fraud international long distance locations.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer’s premise, Customer will be notified of the visit in advance. It is required that a Customer representative is on site when the technician arrives and that full access to the telecommunication’s closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the foregoing conditions are not met, TDS may charge the Customer a $250.00 fee.

Terms and Conditions:
https://tdsbusiness.com/terms-of-service.html

Quote created using Version 2019 V1.7. Pricing and products on this quote are good for 30 days only. TDS reserves the right to change products and pricing after 30 days.
Village of Cottage Grove

PARKS, RECREATION and FORESTRY COMMITTEE
Meeting Minutes for Thursday November 21, 2019

1. Call to order meeting at Municipal Services Building. The meeting was called to order by Heidi Murphy at 6:30 pm.

2. Roll call and confirm that the meeting was properly posted.
   It was determined that a quorum was present, and that the agenda had been properly posted. Present for the meeting were Heidi Murphy (chair), Jay Kiefer and Jennifer Pickel. Kevin Laufenberg and Penny Aguilera were absent and excused. Also present were Parks, Recreation and Forestry Director Sean Brusegar, Parks and Recreation Administrative Assistant Kristen Krause and Village Forester James Rothman.

3. Public appearance: Public’s opportunity to speak about any subject that is not a specific agenda item.
   No public appearances.

4. Discuss the tree planting on Highway N.
   Village Forester James Rothman spoke to the committee regarding the recent request to plant trees along the new bike path on Hwy N, between Parkview Street and Northlawn Drive. Rothman’s main concerns were with visual obstruction. He said that planting trees between Parkview Street and Northlawn Drive would hinder visibility for motorists pulling out onto Hwy N. Utilities, snow plowing and damage to the new asphalt bike path were some other issues he said would be complicated with the planting of trees in the terrace. At this time, Rothman said that both he and the Public Works Department are recommending that no trees are planted by the new stretch of bike path along Hwy N. Brusegar said that the committee can revisit the planting of trees after the next stretch of bike path is completed. **Motion** by Pickel, seconded by Kiefer, to recommend not planting trees along Hwy N next to the new bike path at this time under the advisement of the Village Forester and revisit the option to plant trees once the entire bike path is complete. **Motion carried** with a unanimous voice vote of 3-0-0.

5. Discuss taking Bakken Park soccer fields offline for 2020.
   Brusegar is recommending that the Bakken Park soccer fields are taken offline for the entirety of 2020 for repairs and maintenance. Committee members agreed that this is needed and asked that Brusegar update the rugby club, lacrosse club and soccer club about the fields being taken offline for next year. **Motion** by Pickel, seconded by Kiefer, to take Bakken Park soccer fields offline for all of 2020. **Motion carried** with a unanimous voice vote of 3-0-0.

6. Discuss National Fitness Campaign in 4th Addition to Westlawn.
   Brusegar explained that the Village has received a $30,000 grant to be disbursed in 2021 towards the construction of a fitness court in the 4th Addition to Westlawn neighborhood. The National Fitness Group that is responsible for getting fitness courts in communities across the nation, liked the location of the proposed fitness court in Cottage Grove. The group needs a proclamation from the Village by January that lists the amount the Village will match in funds, to those that are fundraised or sponsored, for the remaining $80,000 to $90,000. Brusegar
emphasized that the Village match of funds listed in the proclamation is non-binding. He recommended an amount of $50,000 to show the fitness group that the Village is serious about pursuing the fitness court. He also stated that fundraising and sponsorship are a big part of funding a fitness court. Committee members discussed the proposed location between houses on Red Hawk Trail and Mourning Dove Drive. Murphy also mentioned the 1-acre park in the neighborhood as a possible location. The committee thought it best to first reach out to the homeowners that would back up to the fitness court at its initial proposed location between Red Hawk and Mourning Dove and ask for their input. **Motion** by Pickel, seconded by Murphy, to recommend putting $50,000 for the local match contribution amount in the proclamation to the National Fitness Campaign. Motion carried with a unanimous voice vote of 3-0-0.

7. **Discuss Cottage Grove School PTO request for a gift certificate.**
   The Cottage Grove School PTO is seeking prizes to award during a jog-a-thon event for students and requested a donation in the form of a gift certificate for a specific amount or rec program. Brusegar recommended a gift certificate in the amount of $50. **Motion** by Pickel, seconded by Kiefer, to recommend and approve a gift certificate in the amount of $50 to be given as a donation to Cottage Grove School Jog-a-Thon. Motion carried with a unanimous voice vote of 3-0-0.

8. **Update on the budget.**
   The budget was approved without any changes and Program Coordinator Sam Frederickson will be full-time as of January 1, 2020.

9. **Update on Bakken Park shelter and splash pad.**
   The shelter and splash pad will break ground in 2020, with a completion and opening in 2021. Soil borings have been completed at Bakken Park for both projects. Wood chips have been laid on the ground where the shelter and splash pad will be constructed to help keep the ground warmer in preparation for spring construction. Splash pad components will be purchased prior to January 1, before prices increase. Brusegar also showed committee members the latest renderings of the shelter and splash pad designs. At this time, Brusegar is working on picking out amenities (garbage barrels, benches, drinking fountain, etc.). There will be a meeting on December 11 to go over the final designs.

10. **Parks and Recreation Director’s Report.**
    Numbers have been good for programs/events that have recently occurred or are occurring in the near future. The recent Youth Sewing class had 7 of 8 spots filled for its October session. More sewing classes will be added in the future. With 12 kids enrolled, the Babysitting class maxed out right away. The new Chess League had 8 participants at Taylor Prairie and 12 at Cottage Grove School. Brick Builders (aka STEM) for grades 2nd – 4th had 8 participants enrolled. Another class that maxed out was the GDS Coding and Maker Club that began on November 5 and maxed out at 20 students. The spring session of this club is already half full. The senior Stepping on Falls Prevention class had 12 out of 15 spots filled. The new Cookie Decorating class maxed out within a couple of hours with 12 adults for the first class and 15 adults for the second class which will be held at Oakstone Recreation. Paint and Sip at Door Creek Golf Course recently had 15 participants for the Country Scarecrow and there are 15 enrolled in the December 12 Let it Snow Paint and Sip at the Oaks Golf Course. In October, the Touch-a-Truck event had 22 vehicles present for its first year. There was a consistently full.
parking lot at Cottage Grove School where the event was held from 10am-12pm. This event will continue annually. On November 16, the annual Thanksgiving Turkey Shoot was held and had 80 participants. 10 turkeys were given away, with Piggly Wiggly sponsoring five of the turkeys and the CG Parks & Recreation Department sponsoring the other five. Another new event this year is the Santa on the Line. Cottage Grove Lions Club members are the helping with the calls and will call children who sign-up online. Pizza Hut is sponsoring the pizza for the Santas. This event is for children age 2-10.

Pickleball courts are being considered for Community Park. Brusegar asked for committee interest in these courts and it was all positive. The new shelter at Bakken Park has been approved and Brusegar would like to see a professionally made plaque installed that would list the committee members, Village Board members and staff that were responsible for helping make the shelter possible. The committee was receptive to this idea.

Brusegar asked the committee to consider when and how they would like the grand opening of the Bakken Park shelter and splashpad to happen. He also wanted them to start thinking about possibly delaying new reservations in 2021 and what the new costs for reserving the shelter will be.

11. Approve the minutes of the September 19, 2019 meeting.
   Motion by Pickel, seconded by Kiefer, to approve the minutes from the September 19, 2019 meeting as presented. Motion carried with a voice vote of 3-0-0.

12. Future Agenda Items
   • Discuss MG Soccer Club agreement and field reservations 5th Addition to Westlawn
     Master Plan.
   • Update on Bakken Park shelter and splashpad
   • The next PRFC meeting is scheduled for Thursday, January 16, 2019 at 6:30 pm.

    Motion by Pickel, seconded by Murphy, to adjourn the meeting at 7:50 pm. Motion carried with a voice vote of 3-0-0.

Respectfully submitted by Kristen Krause, Utility Clerk.
Approved on: ___

These minutes represent the general subject matter discussed in this meeting but do not reflect a verbatim discussion of the subjects and conversations that took place.