

VILLAGE OF COTTAGE GROVE

NOTICE OF PUBLIC MEETING

COMMUNITY DEVELOPMENT AUTHORITY

Monday, September 12, 2016

5:30 P.M.

**Municipal Building
221 E. Cottage Grove Rd.**

AGENDA

1. Call to order
2. Determination of quorum and that the agenda was properly posted.
3. **PUBLIC APPEARANCES** – *Public’s opportunity to speak about any subject that is not a specific agenda item.*
4. Discuss and consider approval of minutes of the July 11, 2016 CDA meeting.
5. Presentation by James Bertolli from Xceligent regarding proposal to provide commercial real estate mapping and data for the Village website.
6. Discuss and consider proposal from Xceligent to provide commercial real estate mapping and data for the Village website.
7. Update from Chamber of Commerce President Mike Millage regarding proposal from UW Extension Center for Community and Economic Development for assistance with branding, economic analyses, and market studies for Cottage Grove.
8. Discuss and consider recommendation regarding Village participation in proposed UW-Extension branding project.
9. Continue discussion of future TIF districts.
10. Future agenda items.
11. Adjournment

This agenda has been prepared by Staff and approved by the Village President for use at the meeting as listed above. Any item on the agenda is subject to final action. Notice: Persons needing special accommodations should call 608-839-4704 at least 24 hours prior to the meeting. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

COMMUNITY DEVELOPMENT AUTHORITY

MINUTES

July 11, 2016

1. **Call to Order** – meeting was called to order by Secretary Harvey Potter at 5:33 p.m.
2. **Determination of quorum and that the meeting was properly posted** - It was confirmed that a quorum was present and the meeting was properly posted. In attendance were Jim Ahearn, Mick Conrad, Jack Henrich, John Hogan, Harvey Potter and Jerrud Rossing. Mike Elder came in at 5:41 p.m. Also in attendance were Village Administrator Matt Giese, Planning Director Erin Ruth, Kyle Adams from Ruedebusch, Lee Boushea Village Attorney and Village Clerk Lisa Kalata.
3. **Public Appearances** –None.
4. **Discuss and consider approval of minutes of the June 13, 2016 CDA meeting** – Motion by Henrich and seconded by Hogan to approve minutes as presented. Motion approved 7 – 0.
5. **Update Cottage Grove Chamber of Commerce proposal to UW Extension Center for Community and Economic Development for assistance with branding, economic analyses, and market studies for Cottage Grove.**
The Chamber of Commerce is waiting to get the proposal from UW Extension and will report back when they receive it.
6. **Discuss potential for new Tax Increment District to be located on W. Cottage Grove Road.**
Ruth reported that there is capacity to add an additional district within the limits set by State Statues and provided some models of what a “downtown” commercial development could look like at that location based upon typical characteristics of “downtown” style development. After much discussion on the potential of another TID or TIDS it was decided to continue to work on the different possibilities and locations for development.
7. **Future agenda items.**
Potential new TIDs
8. **Adjournment** –Motion by Potter seconded by Rossing to adjourn at 6:27 p.m.

Respectfully Submitted,
Lisa Kalata, Clerk
Village of Cottage Grove

Approved:

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



CDA STAFF REPORT

MEMO DATE: September 9, 2016
MEETING DATE: **SEPTEMBER 12, 2016**

TO: Village of Cottage Grove Community Development Authority
CC: Matt Giese – Village Administrator
Lee Boushea – Village Attorney

FROM: [Erin Ruth, AICP – Village Planning Director](#)

RE: **Xceligent proposal**

OVERVIEW

On August 3, 2016 Matt and Erin met with James Bertolli, the Director of Client Services and Sales for Xceligent. Xceligent is a company that collects and distributes commercial real estate data (property or buildings available for sale or rent, recent sale comparisons, etc. – see attached documents). James Bertolli will present Xceligent's services at the September 12 CDA meeting.

Xceligent also works with municipalities by incorporating map based data into municipal websites for economic development purposes. Data is continually updated in real time via Xceligent's network of real estate professionals (roughly 90% of commercial brokers are part of the network). If a property in the municipality is not listed by a network broker, the property can be added to the system. In addition, municipalities gain access to a variety of related economic development and real estate data, as well as quarterly trend reports for the local area.

Current local clients include WEDA, WEDC, MADREP, Middleton Economic Development Corporation, Village of DeForest, and Village of Waunakee.

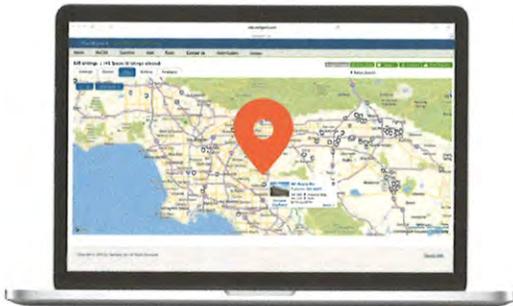
The cost of participation is \$250 per month for 12 months. They are currently offering an additional 3 months free up front (15 months for the price of 12).

ACTION ITEM

Staff is seeking a recommendation from the CDA regarding the use of Xceligent's services.

SOLUTIONS

XCELIGENT™
BUILDING DATA. EVERYWHERE.



We build and maintain comprehensive commercial real estate data so you don't have to.

Our full and robust local market research includes the latest property information, verified sale and lease listings, historical occupancy and lease rate trends, verified tenant information, researched sales comparable data, and much more.



COMPREHENSIVE LISTING & PROPERTY INFORMATION

Xceligent empowers users with the advanced searching tools necessary to efficiently locate commercial real estate properties that match their needs and the needs of their clients. Xceligent's proactive research model ensures that users have access to all relevant properties, including those not currently being marketed. Finding the right properties is further simplified by utilizing Xceligent's map-based searches and property-specific criteria options. Through one simple interface, search results can be viewed, mapped, saved, printed or emailed with incredible ease and speed.



VERIFIED SALES COMPARABLES

Our sales comparable research team proactively verifies transaction information, identifying true buyer and seller information, and attaching key collateral pieces to each sales comparable. Identifying accurate and relevant sales comparable data through Xceligent's platform allows users to quickly make informed decisions, mitigate investment risk, and identify new opportunities.



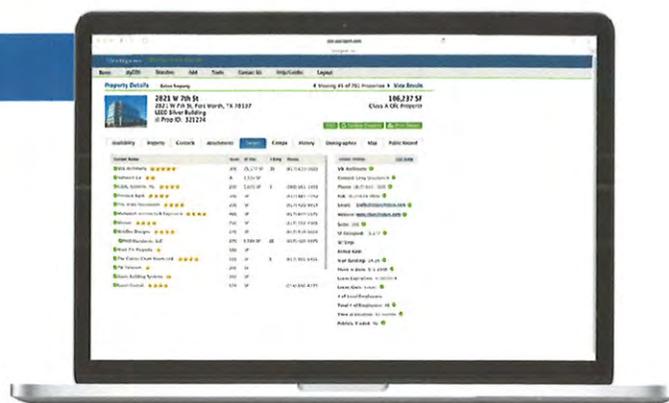
TRUE OWNER DATA

A dedicated research team pierces the corporate veil to determine true owner details for commercial properties. Xceligent enables users to generate real prospects using key contact information and identify the true investors in a market.



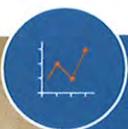
VERIFIED TENANT DATA

We proactively maintain the tenant rosters of commercial structures, ensuring that you have access to the most accurate and relevant information. Generate leads, gain market knowledge, and track tenant activity using our verified tenant solution, which includes key contact information, occupancy dates, occupied square footage, and more critical tenant data.



LEASE COMPARABLES

Our lease comparable research team references transactional level data with verified tenant data to provide more comprehensive lease information. Our enhanced lease comparables help users evaluate tenant needs, prospect future needs, evaluate investments, and generate leads for tenant services. Users can even create and share proprietary lease comparables and utilize our report generator to create comprehensive and confidential investment packages.



MARKET ANALYSIS

Not only do we know the commercial real estate market, we know how to disseminate our knowledge. Our comprehensive reports are second to none and our customizable analytics allow users to quickly and efficiently evaluate specific properties and user-defined subject areas. To ensure we remain your trusted source for commercial real estate data, our research and analysis is reviewed and certified quarterly by an Advisory Board comprised of the top industry professionals in the market, as nominated by their peers.



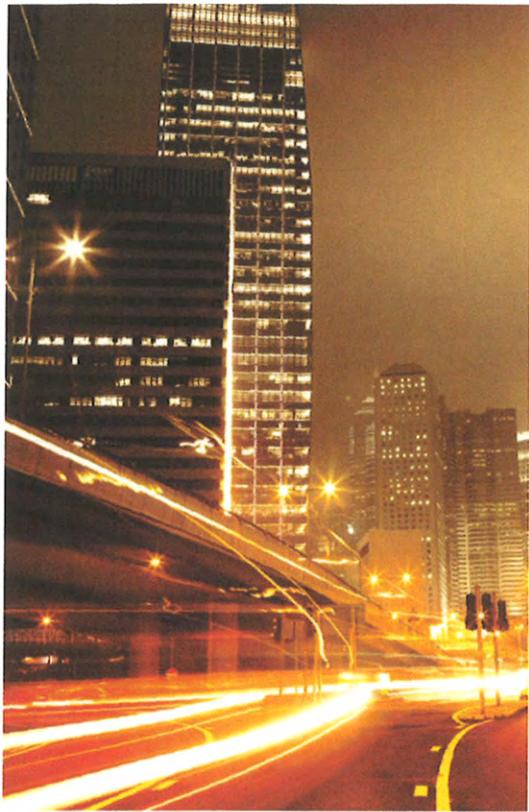
BROADCAST EMAIL

Instantly email your client needs or listing announcements to commercial practitioners in your region. Xceligent's broadcast email platform handles the management of email lists, email formatting, and message delivery, allowing you to focus on getting deals done. Quickly target your messages to specific audiences using predefined market areas, property types, and investment criteria.

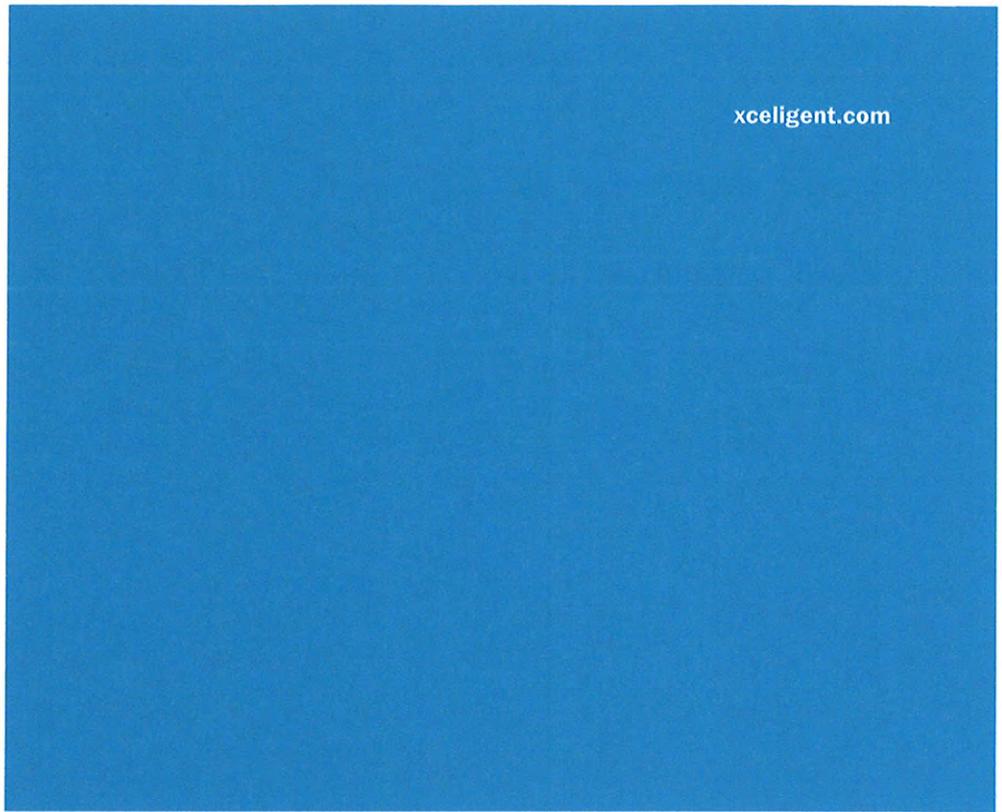
For more information:
James Bertolli
949.306.8767
jbertolli@xceligent.com

XCELIGENT™
BUILDING DATA. EVERYWHERE.

We are your source for commercial real estate data. Get started at xceligent.com.

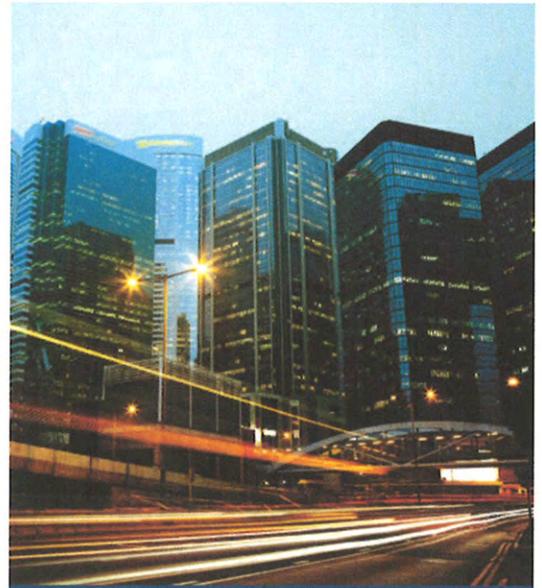


xceligent.com



Xceligent Direct

We Power & Promote Your Listings.
You Focus on the Close.



Xceligent Direct is a commercial real estate application that effortlessly integrates your up-to-date listings onto your company's website.

/ Search / Target / Share /

Xceligent

Regardless if you are a global, regional, or local real estate services firm, marketing your property listings effectively is what sets you apart, and helps you to close deals. Utilizing either the customizable stand-alone application or the embedded application, you can provide your potential clients to search for properties, map results and review detailed listing data, all without the time and expense of building a custom website application yourself.

Choose the embedded app to ensure visitors remain on your site while searching

/ Product Features /



Seamless integration with your website



Advanced mapping platform and search filtering



Custom branding to match your identity



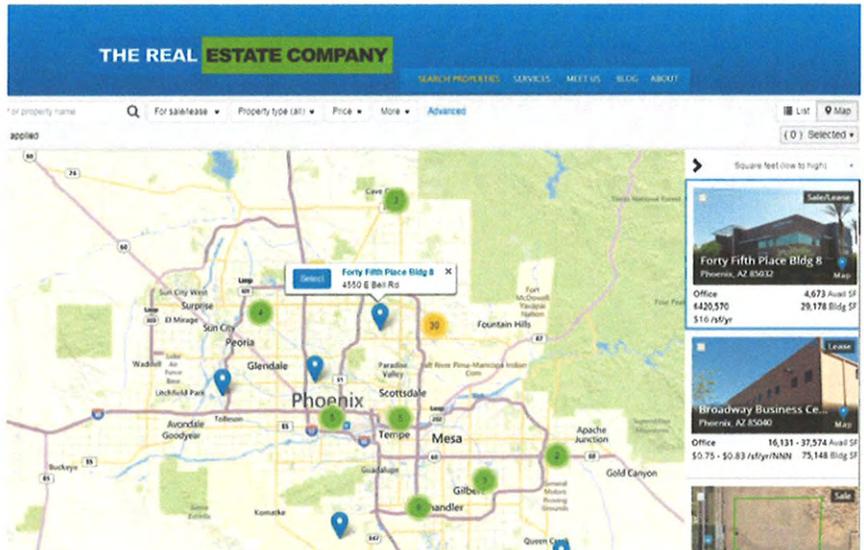
Single source for updating your listings



Flexibility to create personalized listing portals

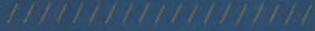
Xceligent Direct is changing the landscape of how property listings are displayed and marketed - giving you the power to control the message and ensure a consistent brand experience for your clients.

Choose the standalone app for a full screen experience and branding capabilities



/ Implementation Process /

1 Provide your listings to Xceligent, and our researchers will organize the data.



2 Xceligent builds a custom property listing feed to market your listings. This can be customized with your company logo and brand colors.

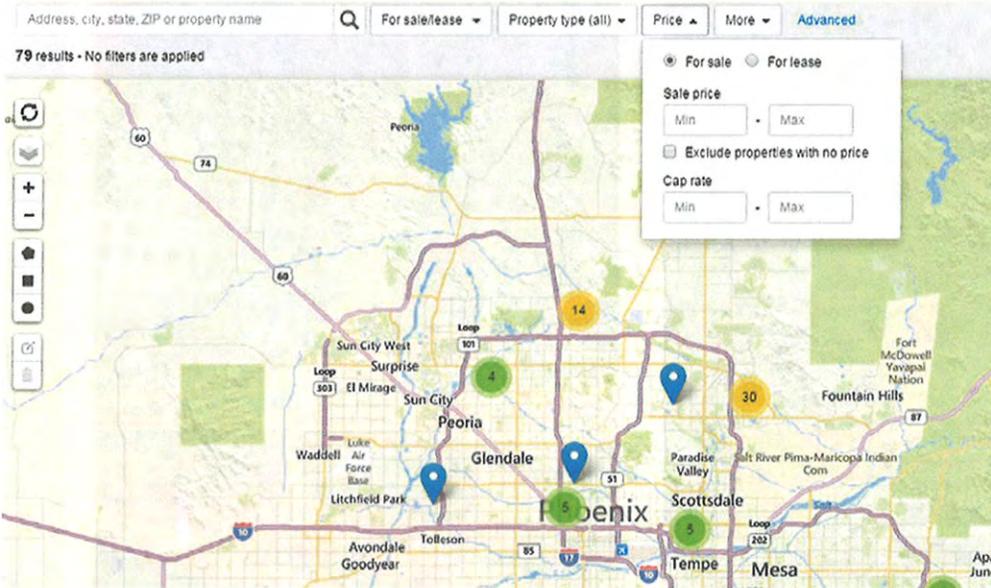


3 Once embedded on your site, the listing feed will display availability, property details, contacts, photos and maps through a user-friendly platform.



/ Benefits /

- Lightning fast mapping engine provides instant list filtering when panning or zooming.
- Map drawing tools allow visitors to quickly find listings that match their unique geographic requirements.
- Concierge services included with your subscription.
 - Call or email us to update your listings.
 - Your website is updated automatically.
- Flexibility to create personalized listing portals to tailor results to a targeted audience or geography.
- All maintenance fees included.



Sort and filter properties and view the results in real time on the map



The Plaza on Shea is a two building medical/office condo park with a very active mix of medical and professional businesses. One of the few "move-in ready" office properties in the Anclala Country Club area, offering executive style offices, and move-in ready suites, with convenient drive up parking

Suite	Avail SF	Asking Rate	Available	Space Type
11	800	\$16.00 per sq/yr	10/31/2012	Office

Property Type	Office	Building SF	4,219
Year Built	1998	Floors	1
Office Class	C	Zoning	S-R
Tenancy	Multi	Parcel (APN)	21729039C
Lot Acreage	1.94	Lot SF	84,606
County	Maricopa	Parking Spaces	27
Parking Ratio	4.44/1000		

Subscriber Agreement



Application Date	Xceligent Rep	Metro / Service Area	Term (12 mo. Minimum)
08/03/2016	James Bertolli	Madison	12 months

BILLING START DATE Unless otherwise stated in a supplemental addendum, billing start date will be based on Xceligent's acceptance/execution of this agreement.

SUBSCRIBER CONTACT INFORMATION		BILLING CONTACT INFORMATION	
Company Name:	Village of Cottage Grove	Company Name:	Village of Cottage Grove
Email Address:	eruth@village.cottage-grove.wi.us	Billing Contact:	Erin Ruth
Web Address:	http://www.vi.cottagegrove.wi.gov/	Billing Email:	eruth@village.cottage-grove.wi.us
Street Address:	221 E. Cottage Grove Road	Street Address:	221 E. Cottage Grove Road
City, State, Zip:	Cottage Grove, WI 53527	City, State, Zip:	Cottage Grove, WI 53527
Phone:	608-839-4704	Phone:	608-839-4704
Fax:	608-839-4698	Fax:	608-839-4698
Contact Person:	Erin Ruth	This space intentionally left blank.	
Contact Phone:	608-839-4704		
Contact Email:	eruth@village.cottage-grove.wi.us		

PRODUCTS	SERVICE ACTIVATION FEE
<input type="checkbox"/> CDX Pro	CDX Pro:
<input checked="" type="checkbox"/> Xceligent Direct (<input checked="" type="checkbox"/> Market / <input type="checkbox"/> Company)	Xceligent Direct: 250.00
<input type="checkbox"/> Spaceful	Spaceful:

PRICING					
No. Seats	Monthly Price/User	Extended Price/User	Subscriber Type	Number	Monthly Amount
			Brokers/Agents/Users	2	0.00
			Admin		
			Xceligent Direct		250.00
			Spaceful		
Total Monthly Rate>>					250.00

An addendum has been made part of this agreement.

SUBSCRIBER PAYMENT METHOD					
Credit Card		ACH (Bank Draft)		Invoice:	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	If a member opts to pay for service via invoice, only semi-annual and annual options are available. Note that payment must be received before system access will be provided.
<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Annual	
Credit Card/Bank info on separate page.					

IDENTIFICATION INFORMATION: At least one form of ID info required prior to service activation		
Federal Tax ID:	Drivers License #:	State: WI

Other terms and conditions of the CDX Service are set forth on the following pages of this Agreement. If the Subscriber is an entity, the undersigned represents that he or she is a duly authorized representative of the entity.

SUBSCRIBER

Signature:

Name (Print): _____

Title: _____

Date: _____

XCELIGENT, Inc., 103 SE Magellan Dr, Blue Springs, MO 64014

Signature: _____

Name (Print): _____

Title: _____

Date: _____

If signing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Company Name." If I am representing a corporation, I acknowledge that the execution of this Agreement has been authorized by all necessary corporate actions.

- 1.1 **TERMS AND CONDITIONS** –The Terms and Conditions are incorporated herein, and Subscriber acknowledges that Subscriber has been given the opportunity to read, understand and agree to the Terms and Conditions and agree to be bound by such Terms and Conditions.
- 1.2 This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic delivery will be effective as delivery of a manually executed counterpart of this Agreement.

2. DEFINITIONS

- 2.1 **Access Code:** The log in code and password combination assigned to each User allowing access to the CDX Service.
- 2.2 **CDX (Commercial Data Exchange):** The CDX Application and the Database Content that is available as part of the CDX Service.
- 2.3 **CDX Application:** Xceligent's proprietary software application used to provide the CDX Service.
- 2.4 **CDX Service:** Xceligent's standard web-based commercial real estate service offered by Xceligent that provides subscribers a means to profile commercial real estate property, listing and transaction information and exchange such information with other subscribers.
- 2.5 **Database Content:** Any commercial real estate property listings, including but not limited to, transaction information, attachments, and images entered into the CDX by Subscriber, Subscriber's Users and/or Xceligent.
- 2.6 **Derivative Works:** Reports or any other products produced utilizing or derived from Database Content.
- 2.7 **Users:** Those designees of Subscriber with Access Codes registered to access the CDX.

3. FEES AND PAYMENT

- 3.1 To the extent that the Subscription Fees for the CDX Service are quoted as a monthly rate, Subscriber will be invoiced in advance for such Subscription Fees. All fees are non-refundable.
- 3.2 If Xceligent terminates this Agreement pursuant to Section 4.2 or 4.3 of this Agreement, all fees due by Subscriber through the end of the current term are accelerated and immediately due and payable.
- 3.3 The Monthly Subscription Rate for any Renewal Term may be changed by Xceligent by providing Subscriber with written notice of such change at least ninety (90) days prior to the end of the then current Term. Xceligent will directly bill Subscriber for all of its Users.
- 3.4 The following personnel associated with Subscriber are required to be Users: (i) All licensed real estate professionals that derive the majority of their annual income from the sale or lease of commercial real estate, as well as administrative personnel; (ii) if Subscriber's primary focus is commercial real estate development, all real estate professionals engaged in the sale or lease of real estate, regardless of whether they hold real estate licenses are required to be Users, as well as administrative personnel, and (iii) if Subscriber is not a real estate brokerage firm (considered an "Affiliate Subscriber"), all personnel associated with an Affiliate Subscriber who are issued an Access Code by Xceligent.
- 3.5 Subscriber shall, in addition to paying its Subscription Fees, pay all sales taxes, use fees, excise fees, tariffs and any other charges by governments related to its use of the CDX Service, excluding those based upon Xceligent's net income.
- 3.6 Late payments will accrue interest at 1½% per month (or, if lesser, the maximum rate permissible by law) measured from the date the amount was due until the date such amount is paid by Subscriber. If Xceligent commences collection proceedings to recover past due amounts, Subscriber shall pay all reasonable collection costs incurred, including reasonable attorney's fees.
- 3.7 Subscriber may request Users to have access to the CDX Service in addition to the number of Users set forth on page 1 of this Agreement, on the terms described herein. Upon enabling the additional Users requested by Subscriber, no further documentation will be required between Subscriber and Xceligent. Xceligent will automatically incrementally bill Subscriber at the then applicable monthly rate per User per additional User on the next applicable invoice. It is understood and agreed that the number of Users may be increased during the term of this Agreement, but may not be decreased without the prior written consent of Xceligent. Upon any renewal of the term of this Agreement, with respect to each additional User who was added during the immediately preceding term, Subscriber will continue to be billed by Xceligent for such additional User at the then applicable monthly rate per User.
- 3.8 If Subscriber's account is thirty (30) days or more overdue then, in addition to any of its other rights or remedies, Xceligent reserves the right to suspend Subscriber's access to the CDX Service, without liability to Subscriber, until such amounts are paid in full.

4. TERM AND TERMINATION

- 4.1 The Term of this Agreement shall commence on the execution date by Xceligent and shall remain in effect for a period no less than stated on page 1 of this Agreement (the "Initial Term"). **IF NOT OTHERWISE TERMINATED AS HEREIN PROVIDED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR PERIODS FOLLOWING THE END OF THE INITIAL TERM (EACH, A "RENEWAL TERM, AND TOGETHER WITH THE INITIAL TERM, THE "TERM"). EITHER PARTY MAY TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE SIXTY (60) DAYS PRIOR TO THE END OF THE CURRENT TERM.**
- 4.2 Either party may provide notice of termination of this Agreement and exercise its rights and remedies provided in this Agreement and by law in the event of a material breach by the other party which remains uncured after 30 days written notice of such breach. The cure period will not apply to any breach by Subscriber of Sections 5.1, 5.2 or 7.1 of this Agreement. Additionally, Subscriber shall not have more than two (2) notice and cure opportunities in any twelve month period.
- 4.3 Either party may terminate this Agreement if any of the following occurs: (a) the other party becomes insolvent, (b) voluntary or involuntary proceedings by or against the other party are instituted in bankruptcy or under any insolvency law, (c) a receiver or custodian or similar agent is appointed for the other party, (d) proceedings are instituted by or against the other party for corporate reorganization or the dissolution of such party, which proceedings, if involuntary, shall not have been dismissed within 30 days after the date of filing, (e) the other party makes an assignment for the benefit of creditors, (f) all or substantially all of the assets of the other party are seized or attached and not released within 30 days thereafter, or (g) the other party has ceased its on-going business operations.
- 4.4 Except as specifically provided herein, termination of this Agreement shall be without prejudice to any right of the party seeking termination to also sue for damages resulting from any breach of this Agreement.
- 4.5 Upon the expiration or termination of this Agreement: (a) all rights granted to Subscriber under this Agreement will cease, except the following Sections of this Agreement will survive: 2, 3.1, 3.2, 3.6, 4.5, 7, 8, 9, 10 and 11, (b) Subscriber shall immediately pay all amounts owed under this Agreement, and (c) Subscriber shall and shall cause all of its User's to cease using the CDX Service and no longer utilize and promptly destroy all Database Content not entered into by Subscriber or Subscriber's Users received hereunder.

Initials:

5. CDX SERVICE

- 5.1 Xceligent will give an Access Code to each User. It is understood and agreed that in order to receive an Access Code, a User must accept Xceligent's terms and conditions on the CDX web site.
- 5.2 Subscriber and/or Subscriber's User's shall comply with all Xceligent's security procedures to maximize the security of the CDX Service, including prevention of sharing Access Codes and unauthorized access to the CDX Service. Each Access Code is personal to the User and such User is obligated to keep the Access Code confidential and may not share the Access Code with any other employee of Subscriber or any third party. Subscriber shall be responsible for any breach of such obligations by any of its Users. Subscriber shall immediately notify Xceligent if any third party gains or has the potential to gain access to any of Subscriber's User's Access Codes, and shall be fully responsible for any and all activities that occur under any Access Code, whether conducted by a User or a third party.
- 5.3 Xceligent may from time to time change, update or enhance the CDX Service, by posting a notice of the change on the CDX web site.
- 5.4 Subscriber is solely responsible for acquiring and installing all equipment, hardware, software (including web browser software), telecommunications lines, Internet access connections and other items (the "Access Systems") necessary to use the CDX Service.

6. NON-COMPETE AND COMMITMENTS

- 6.1 During the Term, Subscriber agrees not to compete with Xceligent in the development and marketing of a software or database application that will offer a computerized data service for commercial real estate.
- 6.2 Xceligent represents and warrants that the up-time for User's access to the CDX Service will be 99.7% measured on a monthly basis for all Users accessing the CDX Service in the preceding calendar month. The up-time computation under this Section 6.2 shall exclude: (i) down-time resulting from factors beyond the reasonable control of Xceligent, including but not limited to actions or inactions of any User or any third parties not affiliated with Xceligent or failures that resulted from any User's equipment and/or third party equipment; and (ii) down-time resulting from scheduled maintenance or upgrades. Subscriber's sole remedy for service outages for the CDX Service will be a prorated credit on the next invoice. Any unused credits at the end of the end of the Term shall extend the Term until such unused credits are reduced to zero (by applying such credits against the then applicable monthly rate).
- 6.3 No more than twice in any 12 month consecutive period, Xceligent may audit Subscriber during normal business hours for the purpose of ensuring Subscriber's compliance with the terms and conditions of this Agreement, upon at least ten days prior written notice; provided, however, that the limit on the number of audits per year shall not apply if an audit indicates any Subscriber non-compliance under this Agreement. If the audit indicates there is a breach in Subscriber's compliance with this Agreement: (i) Xceligent may, if the breach is not curable, immediately terminate this Agreement and pursue its legal remedies or if the breach is curable, terminate this Agreement and pursue its legal remedies if such breach is not cured within 15 days or such additional time as mutually agreed upon by the parties if such breach is not curable in fifteen 15 days.

7. CONTENT AND PROPRIETARY RIGHTS

- 7.1 Subscriber may not submit any image to the CDX if Subscriber has granted exclusive rights to the image to a third party, nor may Subscriber submit any image to the CDX and thereafter grant exclusive rights to the image to a third party. Subscriber may not submit any image obtained from the CDX to a third party if a requirement of submitting the image is the granting of exclusive rights to the image. Xceligent may reject or refuse to use, distribute or display any Database Content that it considers to be defective, libelous, inaccurate, incomplete or that violates, misappropriates or infringes any rights of any third party. Neither Subscriber nor any User may submit any property descriptions, photographs, images, financial, transactional, tenant, contact or other information to the CDX unless Subscriber has legal rights to publish, advertise and distribute that information.

- 7.2 Subscriber hereby grants to Xceligent a non-exclusive license to develop, use, display, distribute, exploit and sell Derivative Works utilizing Database Content entered into the CDX by or on behalf of Subscriber and Subscriber's Users.
- 7.3 If an error in the Database Content or in any information contained in the CDX is caused by Xceligent, Subscriber's sole remedy will be the correction of the error after notice to Xceligent.
- 7.4 Xceligent may modify or suspend access to the CDX Services (a) as necessary to comply with any law or regulation as reasonably determined by Xceligent, (b) to comply with any court order or instruction or (c) if deemed reasonably necessary by Xceligent to prevent substantial harm to Xceligent or their businesses.
- 7.5 Xceligent shall retain all right, title and propriety interest (including without limitation all copyrights, trademarks, patents, and trade secrets) in and to the CDX Service (other than Subscriber's Database Content), CDX Application and CDX including the designs, user interfaces, protocols, the "look and feel" of all screens and the organization and presentation of any of its components and Subscriber shall not acquire any proprietary rights thereto. Subscriber acknowledges that the development of the CDX Service, CDX Application and CDX involved the expenditure of substantial time and money. Except as expressly provided herein, Xceligent does not grant any rights to Subscriber or any Users under any patents, copyrights, trademarks or trade secret information. Subscriber shall not alter or remove Xceligent's name, trademarks, copyright notices, disclaimers or other restrictive legends on the CDX Service, CDX Application and CDX, any component thereof.
- 7.6 Without limiting any other provision in this Agreement, Xceligent grants Subscriber a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the CDX Service (and the Database Content not entered into by Subscriber or Subscriber's Users) solely for internal use including the provision of services to its clients or marketing its services to prospective clients in accordance with the terms, restrictions and limitations set forth herein (including without limitation, the prohibitions set forth in Section 7.7).
- 7.7 Subscriber acknowledges that the following are strictly prohibited: (i) the license, grant, transfer, sale, assignment, and distribution of the CDX Service (and the Database Content not entered into by Subscriber or Subscriber's Users) or otherwise making the CDX Service (and the Database Content not entered into by Subscriber or Subscriber's Users) available to, or utilizing for, any third party; (ii) redistribution to any third party any Database Content not entered into by Subscriber or Subscriber's Users; and (iii) developing a competitive product or service or building a product using the same features and functions of the CDX Service or similar ideas, features, functions, or graphics.

8. WARRANTIES

- 8.1 Subscriber represents, warrants and covenants that, and Subscriber will comply with all applicable laws, rules and regulations. Subscriber represents, warrants and covenants that (i) neither the execution of this Agreement by Subscriber nor its performance of its obligations hereunder violates any agreement to which it is a party or by which it is bound, (ii) it has the right to enter into this Agreement and perform its obligations hereunder and to grant to Xceligent the rights set forth in this Agreement and the rights in the Database Content submitted by Subscriber and its Users, (iii) no submission of Database Content will violate the rights of any third party, whether those rights arise by contract or otherwise, and (iv) Subscriber will comply with all applicable laws, rules and regulations with regard to the performance of its obligations hereunder and the use of the CDX Service.
- 8.2 **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, XCELIGENT DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES PROVIDED, WHETHER EXPRESSED OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, FREEDOM OF INTERFERENCE WITH ENJOYMENT, MERCHANTABILITY, QUALITY, ACCURACY, COMPLETENESS, FITNESS OF RESULTING WORK PRODUCT AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE CDX APPLICATION OR THE CDX WILL GENERATE CERTAIN RESULTS, WORK IN COMBINATION WITH OTHER COMPONENTS OR AS AN INTEGRATED SYSTEM OR WILL FULFILL ANY SUBSCRIBER'S PARTICULAR NEEDS.**
- 8.3 Access by Subscriber and Users to Database Content and modifications or additions thereto and related documentation, regardless of form, is provided "as is" and with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort is with Subscriber.

9. INDEMNITIES

- 9.1 Subscriber shall indemnify Xceligent and its directors, officers, employees and affiliates (collectively, the "Covered Entities") and defend and hold harmless the Covered Entities from and against any and all losses, damages, expenses and liabilities suffered by any of them or to which any of them become subject, resulting from, arising out of or relating to: (1) any claim, action or demand with respect to the business, resources, technology or services of Subscriber (including the Database Content of Subscriber) for: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, slander, obscenity, pornography or violation of the rights of privacy or publicity; or (c) spamming or any other offensive, harassing or illegal conduct or violation of the acceptable use guidelines of the CDX; or (2) the business, resources or services of Subscriber (including the Database Content of Subscriber). Subscriber shall not enter into any settlement that adversely affects Xceligent's rights or interests without first obtaining the prior written consent of Xceligent, as applicable.
- 9.2 Xceligent shall defend, indemnify and hold Subscriber harmless Subscriber from and against any and all losses, damages, expenses and liabilities suffered by Subscriber or to which Subscriber become subjects, resulting from, arising out of or relating to any completed third party claim, demand or action that the CDX Service (excluding the Database Content and any information or technology provided by any Subscriber and excluding any combination of Database Content with other products or information not a part of the CDX) infringes the United States patents, trademarks, copyrights, trade secrets or other intellectual property rights of any third party. In no event will the obligations of Xceligent under this Section 9.2 apply to any claim which arose from (i) a use of the CDX Service by Subscriber or any of its Users which was not in accordance with the terms of this Agreement, or (ii) a modification to the CDX Service not consented to in writing by Xceligent. Without limiting the generality of the foregoing, should the CDX Service or any part thereof become, or in Xceligent's opinion be likely to become, the subject of a claim of infringement or the like, Xceligent may, in its sole discretion procure for Subscriber the right to continue using the CDX Service, or replace or modify the CDX Service without changing its functional capabilities, so that the CDX Service becomes non-infringing. If Xceligent determines in its discretion that the foregoing are not reasonable, Xceligent may terminate this Agreement and refund to Subscriber the entire fees paid to Xceligent by Subscriber prorated to reflect use of the CDX Service by Subscriber prior to commencement of the claim or proceeding described herein.

10. LIMITATIONS OF LIABILITY

- 10.1 XCELIGENT'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER PURSUANT TO THIS AGREEMENT FOR THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE ACTION OR OMISSION GIVING RISE TO SUBSCRIBER'S CLAIM.
- 10.2 Xceligent will not be liable for any indirect damages, consequential damages, damages for loss of profits or revenues, lost data, business interruption or loss of business information arising in connection with this Agreement, even if informed of the possibility of such damages by the Subscriber.

11. GENERAL

- 11.1 Subscriber may not assign this Agreement or any of Subscriber's rights or obligations hereunder without Xceligent's prior written consent.
- 11.2 This Agreement may not be amended or modified except in a written document signed by an authorized representative of both parties.
- 11.3 Subscriber agrees to allow Xceligent to use Subscriber's name and logo for the purpose of indicating Subscriber is a client of Xceligent without indicating any endorsement of any services provided.
- 11.4 Subscriber acknowledges that a violation of this Agreement by it may cause substantial and irreparable injury to Xceligent for which Xceligent's remedies at law may not be adequate. Accordingly, Subscriber agrees that Xceligent shall be entitled to seek injunctive relief with respect to any breach, or threatened breach, of this Agreement, and that such right shall be in addition to, and not in limitation of, any other rights or remedies to which Xceligent may be entitled at law or in equity. The rights and remedies provided for in this Agreement are cumulative and shall be in addition to any other rights and remedies provided by law or in equity.
- 11.5 All notices relating to this Agreement must be in writing and either delivered personally, mailed (first class mail, postage paid) certified mail, return receipt requested), by overnight courier or transmitted by facsimile to the addresses set forth herein or to such other address as any party may substitute by written notice to the other.
- 11.6 This Agreement and all of the transactions contemplated hereby will be governed by and construed in accordance with the laws of the state of Missouri, without regard to any conflict or choice of law principles. The parties expressly agree to submit all disputes concerning this Agreement to the exclusive personal jurisdiction and venue of the federal and state courts sitting in Kansas City, Missouri.
- 11.7 If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained herein.
- 11.8 The parties to this Agreement are independent contractors. No party has any right or authority to act on behalf of any other party.
- 11.9 This Agreement constitutes the entire agreement, and supersedes all prior agreements, between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and any other source, the provisions of this Agreement shall control.
- 11.10 Neither Xceligent nor Subscriber will be liable for delays or failure in performance where the delay or failure is due to an event beyond either's control, including acts of God, war, terrorism, civil disturbance or otherwise.
- 11.11 Neither party may disclose the terms and conditions of this Agreement to any third party.

Subscriber Agreement



Company Name:	Village of Cottage Grove			
Contact:	Erin Ruth			
Metro:	Madison			
SUBSCRIBER PAYMENT METHOD				
Credit Card		ACH (Bank Draft)		
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	<input type="checkbox"/> VISA <input type="checkbox"/> Master Card <input type="checkbox"/> AMEX	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual
Cardholder's Name:		Name of Financial Institution:		
Card Billing Address:		FI – Account Number:		
Card Billing City/ST/Zip:		FI – ABA / Routing Number:		
Account #:		(Voided check required.)		
Exp Date:	CCV:			

I authorize Xceligent, Inc. to process payment for services based on the information I have provided above.



Name (Print): _____

Date: _____



CDA STAFF REPORT

MEMO DATE:	August 4, 2016
MEETING DATE:	AUGUST 8, 2016
TO:	Village of Cottage Grove Community Development Authority
CC:	Matt Giese – Village Administrator Lee Boushea – Village Attorney
FROM:	Erin Ruth, AICP – Village Planning Director
RE:	C.G. Chamber of Commerce/UW-Extension Collaboration

OVERVIEW

On May 23, 2016 the Cottage Grove Chamber of Commerce's Economic Development Committee met with three representatives from the University of Wisconsin Extension's Center for Community and Economic Development (CCED). On June 13, 2016 Chamber President Mike Millage appeared at the CDA meeting to describe the potential collaboration.

The Chamber is seeking a proposal from the UW-Extension for three projects:

1. Branding and community identity process
2. Economic impact study for Rugby Club/Community Center
3. Market study for land north of I-94

The Chamber has received a proposal for the branding project (see attached). Mike Millage will appear at the August 8 meeting to discuss the proposal.

ACTION ITEM

The CDA should consider making a recommendation regarding the Village's participation in the branding project.



CONFIDENTIAL DRAFT
Cottage Grove Branding Initiative

Project Purpose:

The primary objective of this project is identify a community brand to better position the community of Cottage Grove within the greater Dane County/Southern Wisconsin region. The process will directly involve local stakeholders to identify a brand position for the Village of Cottage Grove. The final branding report will contain a community-generated brand positioning statement, strategic objectives and guidelines for use of the brand.

What is a Community Brand?

Like a consumer product brand, a community brand is a combination of the name(s) and symbol(s) associated with a particular place. A community's brand serves as the basis for marketing and communication strategy decisions. When done well, community branding builds on existing associations with a community and captures the enduring essence of that community, articulating its reputation, values and promise.

Why Brand?

Communities are sometimes in unspoken competition for new businesses and residents. A strong brand identity provides reasons for individuals to choose one community over other, similar communities. For those already living or conducting business in a community, a strong brand can reaffirm their investment in the community, articulate community values and serve as a rallying point for involvement.

How do we discover our community's brand?

Discovering a community's brand is a multi-step process that works best when community residents and stakeholders are at. Starting with information acquired during market analysis, UWEX specialists meet with the clients to determine the goals of branding.

After careful consideration the clients choose a brand strategy that suits their needs. Typical community brand strategies include:

Overarching Community Brand

The Big Apple (New York, NY)
Keep Austin Weird (Austin, TX)

Economic Development Brand

Paper Valley (Appleton-Neenah-Menasha, WI),
Silicon Valley (San Jose-Palo Alto, CA)

Destination Brand

Door County, Wisconsin Dells

Thematic Brand

Middle Coast (Wisconsin's Lake Superior Region),
Napa Valley (California)

Once a branding strategy has been selected, UWEX guides client communities through a five step process to discover their community brand. The process is projected to take between five and six months, a significant portion of which is dedicated to survey administration.

Step 1: Understand the current appeal of Cottage Grove

Includes: Survey research to build understanding of what motivates people to choose Cottage Grove with emphasis on latent (hidden) variables that determine resident satisfaction with a community.

Step 2: Identify Cottage Grove's position relative to other communities

Includes: Review of survey data and previously gathered research on Cottage Grove and surrounding communities.

Step 3: Develop a brand proposition for Cottage Grove

Includes: Logo development/redesign, image/photograph collection and key brand messages to be used in the brand proposition and brand book.

Step 4: Test the emerging brand proposition for Cottage Grove

Includes: Soliciting feedback from current stakeholders and/or potential stakeholders regarding different messages and logos.

Step 5: Prepare public documentation articulating the brand and providing guidelines for use.

Includes: Writing brand book and archiving project information and data.

Cottage Grove Brand Book

During the final stage of the project, committee members will draft a brand book specific to Cottage Grove. Utilizing the information gathered in earlier steps of the process, this book will be publicly available for use by community stakeholders.

Cottage Grove Brand Book

Brand History

Brief overview of Cottage Grove's history
Intention statement for branding project

Quality of Life Brand Promise

Quality of life aspects of the Cottage Grove brand
Value proposition to residents

Brand Proposition Pillars

The Cottage Grove brand pyramid
Cottage Grove's key brand messages

Education Brand Promise

Education aspects of Cottage Grove brand
Value proposition to students and their families

Cottage Grove Brand Promise

The community's brand proposition
Overarching themes

Visitor Brand Proposition

Visitor aspects of the Cottage Grove brand
Value proposition to visitors

Economic Brand Promise

Economic aspects of the Cottage Grove brand
Value proposition to businesses and investors

Research Related Costs

Research based decision making is at the center of a successful branding process. Brand-related research augments existing information about the business and social climate of a community by reaching out to private residents of a community to better understand their perceptions of the community's strengths and weaknesses. This is best done through a random sample survey of community residents. The survey will cover a range of topics, from motivation to live in Cottage Grove, to media use and resident satisfaction. A significant portion of the survey will be dedicated to discovering latent variables that are associated with resident satisfaction as it relates to community amenities, services and personal or professional opportunities. Beyond its use in branding, a well done survey of residents can serve as a guide for community stakeholders. Conducted through the University of Wisconsin River Falls Survey Center, the survey proposed for Cottage Grove has an error rate of +/- 3 percent

Cost Sharing

The University of Wisconsin Extension is eager to make community branding affordable and accessible. To that end the organization operates on a cost-recovery basis and provides matching funds to cover a portion of project costs.

Cottage Grove Branding Project Cost Projections

Direct Costs	Total	In Kind	Client	Notes
<i>PERSONNEL</i>				
Greg Wise – oversight (40 hours)				
Salary (\$43.81)	\$1,752	\$1,752	\$0	50% in-kind
Benefits (49.7%)	\$871	\$871	\$0	50% in-kind
Kristin Runge – project lead (120 hours)				
Salary \$43.11	\$5,173	\$5,173	\$0	50% in-kind
Benefits (49.7%)	\$2,571	\$2,571	\$0	50% in-kind
Graduate Project Assistant (40 hours)				
Wage (\$18.00)	\$1,440	\$720	\$720	50% in-kind
Benefits (23.9%)	\$344	\$172	\$172	50% in-kind
<i>CAPITAL EQUIPMENT</i>				
	NA	NA	NA	
<i>TRAVEL</i>				
	105	\$0	\$105	3 trips at \$35.00 each for mileage plus per diem
<i>WEB- and TELECONFERENCES</i>				
	NA	NA	NA	
<i>SOFTWARE</i>				
	NA	NA	NA	Provided via UW license
<i>SUBCONTRACTS</i>				
	NA	NA	NA	No subcontract work required
Survey of residents	\$5,275		\$5,275	
<i>GENERAL OFFICE & SUPPLIES</i>				
	\$978		\$978	\$978 covers copying, postage, support personnel, etc.
TOTAL	\$18,510	\$11,260	\$7,250	



CDA STAFF REPORT

MEMO DATE:	August 5, 2016
MEETING DATE:	AUGUST 8, 2016
TO:	Village of Cottage Grove Community Development Authority
CC:	Matt Giese – Village Administrator Lee Boushea – Village Attorney
FROM:	Erin Ruth, AICP – Village Planning Director
RE:	TID #6 Downtown Development Potential

OVERVIEW

At the June CDA meeting, an analysis of the Village's current TIF districts by Ehlers revealed that there is capacity to add an additional district (or districts) within the limits set by State Statute.

At the July meeting, the CDA discussed the W. Cottage Grove Road corridor and examined the potential for 'downtown' style development at that location. At this meeting, discussion focuses on the Highway N & BB intersection.

This intersection area has long been envisioned as a downtown for the Village, focused on the 27 acres located at the SE corner, around the existing bank. That vision has not come to pass since initial creation of the downtown plan in the early 2000's. More recently, Horizon Development received approval of a General Development Plan for the 27 acre site that included ten 18 to 19 unit townhouse buildings with 8,000 sq. ft. of commercial development on Main Street. It is assumed that the bank property, which fronts on Cottage Grove Road, would also redevelop as commercial uses.

There was some negative feedback from the community suggesting that the Horizon plan was a compromise that would prevent the creation of a downtown at the intersection. The intention of this meeting is to examine whether adequate potential for 'downtown' development exists around the intersection even if the Horizon plan, or a similar multi-family plan was implemented on the 27 acre site.

The attached plan overlays the approved Horizon plan (including their interpretation of future development on the bank property) over an aerial photo, with proposed redevelopment options on the remaining corners. All of these areas are within the current TIF district.



COMPARABLE DOWNTOWN AREAS

The attached 'Assessed Value Comparison' compares the size and value of a 4.4 acre portion of the N & BB interchange to Cannery Square in Sun Prairie, and DeForest Town Center in DeForest.

The block comprising Cannery Square is 4.8 acres. It anchors approximately two additional blocks of historic downtown development. Cannery Square includes a much-used public square and a small amount of commercial space along the east side of the square and extending around to Main Street, but the majority of the block consists of multi-family residential buildings. As of 2014, the total assessed value of the block was \$10.4 million, or \$2.2 million per acre.

Like Cottage Grove, much of DeForest's commercial property consists of strip style development. The commercial along portions of Highway CV are reminiscent of W. Cottage Grove Road. There is some additional commercial development near freeway interchanges. The historic core consisted of a low density municipal campus, a community park, and some one story commercial development. DeForest Town Center was an attempt to create a downtown style core in the heart of the Village. The block covers 5 acres and includes a new public library, new multi-family residential, new and existing commercial, and some existing single family homes. The assessed value of the block is \$7.9 million, or \$1.6 million per acre.

The N & BB intersection, excluding the SE corner, shares many characteristics with both examples. The triangular shape of the area NE of N & BB is similar to Cannery Square, while DeForest's size and lack of a denser traditional core is similar to Cottage Grove.

The size of the development area in Cottage Grove (shown as 4.4 acres on the comparison sheet, or 5.6 acres if the Kessenich property on the SW corner is included) is quite similar to the 4.8 and 5 acres of the other examples. While the downtown portion of Sun Prairie extends beyond Cannery Square, it is also a much larger city. The comparison suggests that there is likely enough land to create a denser downtown type of development at N & BB, even without the 27 acre site.

The assessed value of the 4.4 Cottage Grove acres outlined on the comparison sheet totals slightly less than \$2 million, or \$447,000 per acre. This figure is approximately 1/3 the value of DeForest Town Center, and 1/4 of Cannery Square. This suggests potential for a significant increase in property value at this location.

The example layout shown on the site plan indicates that a mix of building types could be constructed around the intersection, with a public space on the NE corner. There appears to be adequate opportunity for street enclosure, and room to park in the interior of the block. Changes to the Horizon plan, such as moving the commercial buildings east of the bank closer to the street could enhance the downtown characteristics.

COTTAGE GROVE - HIGHWAY N & BB INTERSECTION



0.1 0 0.03 0.1 Miles

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

ASSESSED VALUE COMPARISONS



Sun Prairie

CANNERY SQUARE

TOTAL AREA: 4.8 ACRES

TOTAL ASSESSED VALUE: \$10,461,000



DeForest

DEFOREST TOWN CENTER

TOTAL AREA: 5 ACRES

TOTAL ASSESSED VALUE: \$7,891,000



Cottage Grove

EXAMPLE REDEVELOPMENT AREA

TOTAL AREA: 4.4 ACRES

TOTAL ASSESSED VALUE: \$1,968,000